

Lake Land College District No. 517

Board of Trustees
Agenda and Board Book
February 12, 2024
Regular Meeting No. 686



MISSION • VISION • VALUES

Lake Land College creates and continuously improves an affordable, accessible and effective learning environment for the lifelong educational needs of the diverse communities we serve.

LAKE LAND
COLLEGE

Table of Contents

Topic	Board Book Page Number
Agenda for February 12, 2024, Regular Meeting	3
Minutes for January 11, 2024, Regular Meeting	6
Supplemental Information for February 12, 2024, Regular Meeting	20

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

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



Regular Meeting No. 686
Monday, February 12, 2024, 6:00 p.m.
Board and Administration Center, Room 011, Mattoon
Agenda

Routine.

Call to Order.

Roll Call.

Consent Item.

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

1. Approval of Minutes of January 11, 2024, Regular Meeting.
2. Approval of Minutes of January 11, 2024 Closed Session.
3. Approval of Agenda of February 12, 2024, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses.

For summary and details of bills refer to the [Board of Trustees web page](#).

5. Destruction of Tape Recording of the August 8, 2022 Closed Session.

Hearing of Citizens, Faculty and Staff.

Committee Reports.

A. ICCTA/Legislative	Ms. Denise Walk Mr. Mike Sullivan
B. Resource & Development	Ms. Doris Reynolds
C. Finance	Mr. Dave Storm
D. Buildings & Site	Mr. Kevin Curtis
E. Foundation	Mr. Tom Wright
F. Student Report	Ms. Jackie Schertz
G. President's Report	Dr. Josh Bullock

Business Items.

Non-Action Items.

Topic	Board Book Page Number(s)
1. Faculty Focus on Advancing Student Success – Updates from the Allied Health Division.	
2. Monthly Data Point Discussion – End of Term Enrollment.	
3. Spring 2024 Tenth Day Enrollment Report.	
4. Proposed Revisions to Board Policy 01.03.01 - <i>Commitment to Diversity, Equity and Inclusion.</i>	20-22
5. Calendar of Events.	23-25

Action Items.

Topic	Board Book Page Number(s)
1. Approval of Planned Retirement Requests.	26
2. Acceptance of December 2023 Financial Statements.	27-38
3. Declaration of Surplus Item(s) or Equipment.	39-40
4. Acceptance of ICCB Rev Up EV Grant.	41-42
5. Acceptance of ICCB FY2024 Digital Instruction for Adult Education Grant.	43-44
6. Approval of Purchase of Kubota Equipment.	45
7. Approval of Proposed Revisions to Board Policy 07.01.02 - <i>Special Admission and Graduation Requirements for Select Technical Programs.</i>	46-48
8. Approval of Sunset of the Pathways to the Future Alternative High School Program.	
9. Approval of Honorable Discharge of State/Grant Funded Positions and Additional Appointments associated with the Pathways to the Future Alternative High School Program.	
10. Approval of Pilot Program for Spring and Summer 2024 Semesters for Paid Leave for Adjunct Employees.	49-50
11. Approval to Purchase New Furniture from Widmer Interiors for Multiple Campus Locations.	51
12. Approval of Quote and Purchase Contract from Watchfire / T-Ham Sign Inc. for Marquee Signage at the College's Main Campus.	52-63

Lake Land College Board of Trustees
 Agenda – February 12, 2024
 Page 3

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|---|---------|
| 13. Approval of Quote and Purchase Contract from Watchfire / T-Ham Sign Inc. for Marquee Signage at the Effingham Technology Center. | 64-74 |
| 14. Approval of Five-Year Master Service Agreement with HelioCampus for an Integrated Assessment Management Platform. | 75-97 |
| 15. Approval of Bid for Cleaning Services at the Kluthe Technology Center and the Effingham Technology Center. | 98-99 |
| 16. Approval of Recipients for the Following Awards: <ul style="list-style-type: none"> • Alumnus Achievement Award; • Retiree Wall of Fame Inductees; • Pacesetter Award. | |
| 17. Approval of Revised Bid from Martin Hood LLC of Champaign for the FY 2024 and FY 2025 Audits. | 100 |
| 18. Closed Session.
Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1), closed session is called to discuss the appointment, employment, compensation, performance, discipline or dismissal of specific employees of the College. | |
| [Return to Open Session - Roll Call] | |
| 19. Approval of Human Resources Report.
Closed Session. | 101-102 |

Other Business. (Non-action)

Adjournment.

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



Regular Board Meeting No. 685
Board and Administration Center, Room 011
Mattoon, IL
January 11, 2024

Minutes

Call to Order.

Chair Cadwell called the January 11, 2024, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board and Administration Center, Mattoon, IL.

Chair Cadwell announced that agenda action item #11, Approval of Payment for Services by Brilliant Design Works for the Creation of Video Educational Material and Subsequent Online Hosting, will be pulled from the agenda.

Roll Call.

Trustees Physically Present:

Mr. Gary Cadwell, Chair; Ms. Doris Reynolds; Mr. Dave Storm, Secretary; Mr. Mike Sullivan; Ms. Denise Walk and Mr. Thomas Wright, Vice-Chair.

Trustees Absent:

Trustee Kevin Curtis and Student Trustee Jackie Schertz.

Others Participating via Telephonic or Electronic Means:

None.

Others Present:

Dr. Jonathan Bullock, President; Dr. Ikemefuna Nwosu, Vice President for Academic Services; Dr. Valerie Lynch, Vice President for Student Services; Ms. Jean Anne Highland, Chief of Staff; Ms. Seirra Laughhunn, Executive Assistant to the President's Office; and members of the staff.

Approval of Consent Items.

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

1. Approval of Minutes of December 11, 2023, Regular Meeting.
2. Approval of Agenda of January 11, 2024, Board of Trustees Meeting.
3. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$	542,388.06
Building Fund	\$	60,036.64
Site & Construction Fund	\$	74,878.80
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	66,909.14
Restricted Purposes Fund	\$	18,901.94
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	15,453.19
Student Accts Receivables	\$	70,544.03
Total	\$	849,111.80

For a summary of trustee travel reimbursement and details of bills refer to [the Board of Trustees web page](#).

4. Destruction of Tape Recording of the July 11, 2022, Closed Session.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Committee Reports.

ICCTA/Legislative.

Trustee Walk said the general assembly will resume meeting in Springfield for the new year and the administration will continue monitoring for bills that affect our policies at Lake Land College.

Resource & Development.

Trustee Reynolds, Committee Chair, said the Committee met on January 4, 2024, regarding items which will be discussed later in the agenda.

Finance.

Trustee Storm, Committee Chair, said the Committee did not meet since the last regular Board meeting.

Buildings & Site.

Trustee Curtis, Committee Chair, was not present and thus no report was given.

Foundation.

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

- The Foundation and Student Life offices are partnering to assist students applying for scholarships with an event on January 17, 2024.
- The 2024-2025 Foundation scholarship application closes for the first cycle January 31 and the second cycle will reopen in the month of August.
- The Foundation is hosting our 4th annual Love A Laker Giving Day on February 14. We will seek one-time donations on this day from employees, board members, alumni and community members. New this year is a competition for alumni who met at LLC to share their stories!

Student Report

Ms. Jacqueline Schertz, Student Trustee, was not present and thus no report was given.

President's Report.

Dr. Bullock gave the following updates:

Lake Land College Board of Trustees
 Minutes – January 11, 2024
 Page 4 of 14

- The College received \$1.3 million from the Illinois Department of Corrections (IDOC) in December toward the FY 2024 outstanding balance. A total of \$1.09 million remains outstanding.
- The College received a payment of \$59,957 from the Illinois Department of Juvenile Justice (IDJJ) in December toward the FY 2024 outstanding balance. A total of \$42,834 remains outstanding.
- In December, the College received payments from the State of Illinois for FY 2024 credit hour reimbursement of \$361,260 and equalization of \$587,861. A total of \$3.0 million remains outstanding for credit hour reimbursement and \$3.3 million for equalization.
- The College received \$778,075 in property tax payments in December.

Business - Non-action Items.

Quarterly Investment Report.

Mr. Joseph Fearday, financial advisor with SC3F Wealth Management (formerly Wells Fargo), presented the Quarterly Investment Report for the period ending December 31, 2023.

Monthly Data Point Discussion – State and Federal Funds Supporting Our Students.

Ms. Jean Anne Highland, Chief of Staff, highlighted two reports that feature state and federal funding that impacts our students, both with direct funding assistance or through funding programs which support our students.

Update on Workforce Innovation and Opportunity Act.

Ms. Jamie Corda Hadjaoui, Director of Workforce Investment, provided an update on the Local Workforce Innovation Area 23 and initiatives at the local and state level.

Update on Disposition of Surplus Items or Equipment since September 2022.

Dr. Bullock presented a report from Ms. Madge Shoot, Comptroller, which summarized the dispensation of numerous items since September 2022 that the Board had previously declared surplus. He reported that in October 2023 the college held an online auction for numerous surplus items or equipment in conjunction with Bauer Auction Services. Dr. Bullock said that the auction netted \$46,947.06 for the College after Bauer's fees, which was deposited into the general fund surplus revenue line.

Proposed Revisions to Board Policy 07.01.02 – *Special Admission and Graduation Requirements for Select Technical Programs.*

Lake Land College Board of Trustees
 Minutes – January 11, 2024
 Page 5 of 14

Dr. Valerie Lynch, Vice President for Student Services, presented a recommendation for updating this Policy to add Paramedical Services to both the Associate Degrees and Certificates sections for special admission and unique graduation requirements and remove Medical Assistant from the Associate Degrees list.

Proposed revisions were submitted as first reading, and the administration will plan to bring this recommendation back to the Board of Trustees for approval during the February 2024 regular meeting.

Calendar of Events.

Trustees reviewed a calendar of upcoming events. Additionally, Dr. Bullock highlighted three upcoming events, the AG banquet will be held on Thursday, February 22, 2024, the Commencement ceremonies will be held on Friday, May 10, 2024, and the Board of Trustees retreat on Wednesday, May 22, 2024. Mr. Jim Reed, ICCTA Executive Director, will be attending to help facilitate the retreat and foster discussions for effective board governance.

Action Items.

Approval of Annual Schedule of Board of Trustees Meetings.

Trustees reviewed the proposed schedule of regular Board meetings to be held in 2024. Ms. Highland recommended that the Board approve the 2024 schedule of Board of Trustees meetings and said that regular Board meetings have traditionally been held on the second Monday of each month. Ms. Highland said the Board had previously discussed that during the month of July we will hold the meeting on Thursday, July 11 due to the July 4 holiday.

Trustee Reynolds moved and Trustee Walk seconded to approve as presented the 2024 Schedule of Board of Trustees Meetings.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Acceptance of November 2023 Financial Statements.

Trustees reviewed the November 2023 Financial Statements and heard from Ms. Shoot who highlighted the Financial Statements and significant variances.

Trustee Walk moved and Trustee Reynolds seconded to approve as presented the November 2023 Financial Statements.

Lake Land College Board of Trustees
Minutes – January 11, 2024
Page 6 of 14

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Approval of Faculty Seniority Listing.

Trustees heard a request from Dr. Ike Nwosu, Vice President for Academic Services, for the Board to approve the Faculty Seniority Listing effective January 11, 2024. 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 Reynolds moved and Trustee Sullivan seconded to approve as presented the Faculty Seniority Listing effective January 11, 2024.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Acceptance of ICCB Innovative Bridge and Transitions Grant.

Dr. Nwosu recommended the Board accept the one-year Innovative Bridge and Transitions grant from the Illinois Community College Board (ICCB), in the amount of \$88,000. Trustees reviewed the ICCB approved budget and agreement with ICCB for the grant award.

Dr. Nwosu highlighted how the College will use the grant funds. He reported that faculty from the Math and Science Division plan to use grant funds to establish an engineering pipeline for recruiting and enrolling 20 engineering students into an engineering student cohort starting in the fall semester. He said this program (named Recruitment and Advancement of the Next Generation of Engineers, or RANGE) will focus on recruiting and enrolling low-income, rural high school seniors and alternative education completers into transfer engineering programs. Dr. Nwosu said the College will also provide wrap around support services and mentoring for these students, using college and community resources as well as student mentors.

Lake Land College Board of Trustees
Minutes – January 11, 2024
Page 7 of 14

Trustee Reynolds moved and Trustee Sullivan seconded to approve as presented a one-year Innovative Bridge and Transitions grant from the Illinois Community College Board (ICCB), in the amount of \$88,000.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Acceptance of ICCB Perkins Leadership Grant.

Dr. Nwosu recommended the Board accept a one-year grant for \$75,478.50 from the Illinois Community College Board (ICCB) Perkins Leadership grant. Trustees reviewed the ICCB approved budget and agreement with ICCB for the grant award.

Dr. Nwosu said this project will seek to bring awareness to in-district middle school students in grades 5 through 8 about the College's career and technical education career programs and that Career Exploration Summer Camps will be offered for these students both on the main campus in Mattoon and at select campus extension centers, including Effingham, Pana and Paris. He said using grant funds, these half day camps will be offered free of charge to students, with the goal to enroll 100 students. Dr. Nwosu said the project will be offered in collaboration with the seven academic divisions and Workforce Solutions & Community Education.

Trustee Wright moved and Trustee Reynolds seconded to approve as presented a one-year grant for \$75,478.50 from the Illinois Community College Board (ICCB) Perkins Leadership grant.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Acceptance of John Ullrich Foundation Grant Award.

Trustees heard a recommendation from Dr. Bullock that the Board accept grant funds from the John Ullrich Foundation. Trustees learned the grant funds will be used to provide individual scholarships to support students majoring in agriculture who are from Coles, Douglas, Macon,

Lake Land College Board of Trustees
 Minutes – January 11, 2024
 Page 8 of 14

Piatt, and Moultrie counties. Dr. Bullock said grant funds will also be used to support a variety of instructional supplies and materials for the Agriculture Division, including, but not limited to, John Deere Precision Ag guidance equipment, tap and die sets, Shop Dog, TIG welder, AC manifold gauge sets, pallet forks and ballast box and engine control units.

Dr. Bullock said dollar amounts have been removed to comply with the Foundation's confidentiality guidelines and that the authority to issue a press release on this award rests solely with the John Ullrich Foundation.

Trustee Sullivan moved and Trustee Walk seconded to accept as presented the John Ullrich Foundation grant award for FY2024.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Approval of Proposed Revisions to Board Policy 05.01 – Definition of Full-Time and Part-Time Employment.

Dr. Bullock requested the Board consider proposed revisions to policy 05.01 – *Definition of Full-Time and Part-Time Employment.*

Dr. Bullock said the administration submitted proposed revisions to this policy as first reading during the December 2023 regular meeting, and the administration now respectfully requests Board approval during the January 2024 regular Board meeting. He said that since presenting this as first reading in December 2023, the administration received additional feedback for some requested modifications to clarify student employees in "good standing" with the College (related to student code of conduct and not academic standing) and for employee classifications when a part-time employee elects to take six or more credit hours of classes at the College. He said the updated proposed revisions address these concerns. Dr. Bullock said the updated proposed revisions also rectify some of the concerns expressed by student employees who addressed the Board during the public comment portion of the December 11, 2023 regular Board meeting.

Trustee Reynolds moved and Trustee Walk seconded to approve as presented proposed revisions to Board Policy 05.01 – *Definition of Full-Time Employment.*

There was no further discussion.

Roll Call Vote:

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

No: None.

Lake Land College Board of Trustees
 Minutes – January 11, 2024
 Page 9 of 14

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Approval of Resolution No. 0124-012 to Transfer Funds to the Designated Insurance Fund Balance.

Dr. Bullock said that, per the request of the College's auditor, the College has established a designated insurance fund balance to record excess and shortfalls in our insurance spent throughout the year. He requested the Board approve the above-referenced Resolution and that by doing so the Treasurer will be authorized to transfer insurance funds between Fund 01 - Education Fund and the designated insurance fund balance to remunerate expenditures.

Trustee Walk moved and Trustee Wright seconded to approve as presented Resolution No. 0124-012 to transfer funds to the designated insurance fund balance. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Approval of Calm App for Student Use.

Trustees reviewed a request from Dr. Valerie Lynch, Vice President for Student Services, for the Board to approve a one-year renewal of the Calm App for use by our students at a total cost of \$43,240. Trustees reviewed the proposed one-year service agreement order form. Dr. Lynch said that, Mr. Tom Moll, Coordinator for Mental Health Services, reported that our subscription to the Calm App for students expires in February 2024 and that the Mental Health Early Action on Campus Grant provides the funds for the College to purchase this service for an additional year. She noted how utilization of the Calm App assists in meeting the needs of our student's mental health and provides an overall wellness service to the campus. Mr. Moll noted, in his memo, that during the third quarter of 2023 students utilized the Calm App for 52,689 minutes. Dr. Lynch said Mr. Moll had provided a more in-depth utilization report of the Calm App by our students to each Trustee.

Trustee Walk moved and Trustee Wright seconded to approve as presented a one-year renewal and purchase for the Calm App for student use at a total cost of \$43,240.

There was no further discussion.

Roll Call Vote:

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

Lake Land College Board of Trustees
Minutes – January 11, 2024
Page 10 of 14

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Approval of Three-year Renewal with the Center for Internet Security for CrowdStrike Internet Security Services.

Trustees heard a request from Ms. Highland for the Board to approve a three-year contract renewal with the Center for Internet Security (CIS) of East Greenbush, New York, for the CrowdStrike Internet security services at a total cost of \$194,000 for the period February 14, 2024 through February 13, 2027. Trustees reviewed the proposed three-year agreement and a memorandum from Mr. David Stewart, Chief Information Officer, which highlighted the Internet security services provided by CIS and the CrowdStrike platform. Ms. Highland also informed Trustees of two other contract renewal options with CIS: to review for only one year or to review for a two-year period. Trustees learned that CIS has offered to provide a 10% discount if the College renews for multiple years, but the College must pay CIS upfront the total cost of the multi-year agreement. Ms. Highland and Mr. Stewart recommended approval of the three-year contract option, but this approval be contingent upon CIS providing revised contract language to include termination rights for either party, including a refund to the College for unused services should CIS terminate the contract prior to February 13, 2027.

Trustee Wright moved and Trustee Sullivan seconded to approve a three-year contract renewal with the Center for Internet Security (CIS) of East Greenbush, New York, for the CrowdStrike Internet security services at a total cost of \$194,000 for the period February 14, 2024 through February 13, 2027, contingent upon CIS providing revised contract language to include termination rights for either party, including a refund to the College for unused services should CIS terminate the contract prior to February 13, 2027.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Approval of Proposal by Bailey Edward for Architectural Design Work at the Effingham Technology Center.

Trustees heard a recommendation from Dr. Bullock to approve the proposal from Bailey Edward of Champaign, the College's architect of record, for architectural and construction management services to renovate the Effingham Technology Center in an amount up to \$492,200.

Lake Land College Board of Trustees
 Minutes – January 11, 2024
 Page 11 of 14

Trustee Walk moved and Trustee Sullivan seconded to approve as presented the proposal from Bailey Edward of Champaign, the College's architect of record, for architectural and construction management services to renovate the Effingham Technology Center in an amount up to \$492,200.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Closed Session

7:22 p.m. – Trustee Walk moved and Trustee Sullivan seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) and (11) to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the College and to discuss pending and probable litigation matters.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Return to Open Session - Roll Call

7:28 p.m.

Trustees Physically Present: Mr. Gary Cadwell, Chair; Ms. Doris Reynolds; Mr. Dave Storm, Secretary; Mr. Mike Sullivan, Ms. Denise Walk and Mr. Thomas Wright.

Trustees Absent: Trustee Curtis.

Advisory Vote: Student Trustee Schertz was absent from the meeting.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Approval of the Human Resources Report.

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 Walk motioned and Trustee Wright seconded to approve as presented the following standard Human Resources Report.

The following employees are recommended for FMLA leave. Board policy 05.04.12.

Harris, Mark	12/14/23-1/12/24
Kingery, Rachel	12/4/23-1/2/24

The following employee has requested a General Leave of Absence/ Board policy 05.04.14

Chism, Shawn	12/26/23-1/26/24
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The following positions have been recommended by the Lake Land College President's Cabinet

Curriculum Development Manager	Department of Corrections
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Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Bunch-Epperson, Genine	Community Learning Instructor	1/9/24
	Primary Position Traffic Safety Instructor	
Wright, Sarah	Community Learning Instructor	1/9/24
	Primary Position Business Instructor	
Zimmerle, Jerad	Community Learning Instructor	1/9/24
	Primary Position Adjunct for Business	

Part-time - Grant Funded

Winkleblack, Lindsay	Remediation Specialist	12/4/23
	Primary Position Nursing Instructor	

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Full-time		
Blankenship, Jennifer	Correctional Commercial Cooking Instructor	12/12/23
Wetzel, Denise	Correctional Custodial Maintenance Instructor	12/11/23

Lake Land College Board of Trustees
Minutes – January 11, 2024
Page 13 of 14

Part-time

Bishop, Jerik	Bookstore Rush Worker	12/11/23
Goncalves de Araujo, Luciana	Bookstore Rush Worker	12/11/23
Nanjela, Lungowe	Bookstore Rush Worker	12/11/23

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Adams, Trisha	Correctional Office Assistant	12/29/23
Bacino-Althaus, Lara	Psychology Instructor (Retired)	12/15/23
Brandt, Haylee	Nursing Instructor	12/15/23
Madlem, Lisa	Director of Assessment & Program Review (Retired)	12/29/23
Matlock, Casey	Associate Dean of Correctional Programs	12/11/23
Zerkel, Jane	Library Cataloging /Acquisitions Assistant (Retired)	12/29/23

Part-time

Adams, Terry	Adjunct Faculty Technology Division	12/9/22
Cravens, Mindi	Student Path Recipient	4/15/23
Czyzewski, Kennedy	TRIO Destination College Student Specialist	5/5/23
Eller, Tabitha	Talent Search Tutor - Bachelors	5/2/23
Jarrell, Adrienne	Adjunct Faculty Social Science Division	12/9/22
Mtonga, Abigail	Bookstore Rush Worker	12/18/23
Ryan, Ashley	College Work Study - Counseling	4/27/23
Schwenke, Chad	Police Officer	2/9/23
Trigg, Jason	College Work-Study	5/6/23

Transfers/Promotions

The following employees are recommended for a change in position

	Position	Effective Date
Full-time		
Paul Hewitt	Information Security Specialist Transferring from Technical Support Specialist	1/15/24
Niebrugge, Amber	Psychology Instructor Transferring from Counselor for Student Accommodations	1/5/24
Rickey, Constance	Allied Health Nursing Instructor Transferring from Nursing Instructor	1/5/24

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Schertz.

Motion carried.

Lake Land College Board of Trustees
Minutes – January 11, 2024
Page 14 of 14

Other Business. (Non-action)

There was no other discussion.

Adjournment.

Trustee Walk moved and Trustee Reynolds seconded to adjourn the meeting at 7:30 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/



MEMO

TO: Dr. Josh Bullock, Lake Land College Board of Trustees

FROM: Dr. Valerie Lynch, Vice President for Student Services

DATE: February 1, 2024

RE: Proposed Neurodiversity Statement – First Reading for addition to Board Policy 01.03.01

The Illinois Community College Trustees Association (ICCTA), announced in November 2022 their adoption of a Neurodiversity Inclusion Statement to serve as guidance for its member colleges and trustees around the state of Illinois. ICCTA President, Dr. Maureen Dunne, has since encouraged leaders from Illinois community colleges to consider adoption of a similar statement. Dr. Dunne commented on the reason for the statement. She added, “The Board of Representatives, administration, and staff of the ICCTA recognize the neurodiversity among the students, faculty, staff, trustees, and administrative teams of our member colleges is critical to enhancing the educational experience for our students and providing for a more inclusive learning and operating environment, providing public benefits for our communities. We believe that, when neurodivergent people are understood, valued, and empowered, we all stand to benefit from their important and unique contributions.”

I have worked with a small group that included representation from various areas of Student and Academic Services as well as consulted with the Inclusion, Diversity, & Equity Committee to develop the attached Neurodiversity Statement. Mercury Bowen, Coordinator of DEIB, also consulted with students who self-identify as neurodivergent individuals to give feedback on the statement.

We are respectfully asking the Board of Trustees to review the attached Neurodiversity Statement for first reading for consideration to be added to Board Policy 01.03.01. Thank you.

01.03.01**Commitment to Diversity, Equity and Inclusion**Diversity, equity and inclusion statement:

Lake Land College is committed to developing and maintaining an environment for students, employees and college community that embraces and actively supports diversity, equity and inclusion. We aspire to be an institution where the quality of education and work environment are enhanced and enriched by an inclusive campus community that encourages multiple perspectives and the free exchange of ideas.

Policies, practices and procedures:

In order to support policies, practices and procedures that promote equitable access, experiences, opportunities and outcomes, we adopt and commit to incorporate the following guidance from the Association of Community College Trustees.¹

Educational equity is multifaceted and impacts all facets and all programs in community colleges. Equity in higher education refers to creating opportunities for equal access and success among historically underrepresented student populations, to ensure:

1. Proportional participation at all levels of an institution (equitable access);
2. Adequate resources directed at closing equity gaps (resource/financial equity);
3. Institutional leadership addressing diversity, equity and inclusion issues (adaptive leadership);
4. A welcoming environment in which all diverse students can succeed (racial, gender, gender identity, sexual orientation, military status, incarceration status, ability equity);
5. Social mobility and economic success for all learners (social economic equity).

Adopted September 13, 2021

¹ *Equity Action Agenda for Community College Governance*, ACCT Diversity, Equity and Inclusion Committee, 2018.

Neurodiversity Statement:

At Lake Land College, we recognize and celebrate the variety of learning and thinking abilities that make up neurodiversity. We also value the unique perspectives and insights those with neurodiverse minds bring to our community. We are committed to fostering an inclusive environment that embraces and supports individuals with neurodivergent minds. Diverse minds are an invaluable contribution to the overall innovation, creativity and success of the College as a whole, and we continue to strive to provide environments where all individuals can thrive.

Calendar of Events

Monday, February 12, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, February 22, 2024	6 p.m. – Ag Banquet Field House
Thursday, March 7, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 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 11, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Wednesday, March 27, 2024	11 a.m. – Spring Employee Recognition Event Field House
Thursday, April 4, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 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 8, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, May 9, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Friday, May 10, 2024	6 p.m. - Commencement Field House
Monday, May 13, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Wednesday, May 22, 2024	Noon – 5 p.m. Annual Board of Trustees Retreat Foundation and Alumni Center
Thursday, June 6, 2024	Buildings and Site Committee Meeting

	8 a.m. – Board and Administration Center, 011 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 10, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, July 11, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, August 8, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 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 12, 2024	5 p.m. – Board Dinner – Effingham Technology Center 6 p.m. – Board Meeting – Effingham Technology Center
Thursday, September 5, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 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 9, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, October 10, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 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 14, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, November 7, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 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 11, 2024 5 p.m. – Board Dinner – Foundation and Alumni Center
6 p.m. – Board Meeting – Board and Administration Center, 011

Thursday, December 5, 2024 Buildings and Site Committee Meeting
8 a.m. – Board and Administration Center, 011
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 9, 2024 5 p.m. – Board Dinner – Foundation and Alumni Center
6 p.m. – Board Meeting – Board and Administration Center, 011

MEMO

TO: Board of Trustees
FROM: Dr. Jonathan Bullock, President
CC:
DATE: January 17, 2024
RE: Planned Retirement Requests

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

Administration (by seniority)	Effective Date
Jean Anne Highland	April 30, 2028
Faculty (by seniority)	Effective Date
Tynia Kessler	August 31, 2028
Jeff White	August 31, 2028
Danielle Downs	July 1, 2028
Charles Jarrell	August 31, 2028
Tina Moore	December 31, 2027
Custodial (by seniority)	Effective Date
James Shoot	October 31, 2028
Paraprofessional (by seniority)	Effective Date
Lisa Leisch	December 31, 2027
Support (by seniority)	Effective Date
Kelli Pope	December 31, 2028

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.



MEMO

TO: Dr. Josh Bullock, President

FROM: Ms. Madge Shoot, Comptroller

DATE: January 31, 2024

RE: December 2023 Financial Statement Summary

Outlined below are the budgetary variances of note for the month of December for Fiscal Year 2024.

Areas of Concern:

- We are not experiencing any budgetary areas of concern through the first six months of FY2024

Overall Variances:

- *Revenue* – Total December 2023 revenue was \$2,360,690 resulting in an unfavorable variance of \$511,393 and an unfavorable YTD variance of \$362,839. We are still experiencing the shortfall of tuition due to the reduced enrollment but Spring semester is bouncing back. Property tax payments are lagging behind FY2023 also.
- *Expenditures* – Total December 2023 expenditures were \$2,073,648 resulting in a monthly favorable variance of \$806,683 and a favorable YTD variance of \$4,251,855. This is a result of lower operational expenditures.

Revenue Variances:

- *Local Sources* – An unfavorable variance exists of \$980,664 for the month and an unfavorable variance of \$677,840 YTD. This is a result of timing of property tax payments and CPPRT payments.
- *ICCB Credit Hour Grant* – We received \$773,524 in December 2023 resulting in a favorable variance of \$436,504 and an YTD favorable variance of \$534,943. The variance is related to the December credit hour payment that was received from the state was larger than expected. This will normalize as the year proceeds.

- *ICCB Equalization Grant* – We received \$587,861 of equalization payments in December 2023 resulting in a favorable variance of \$14,809 monthly and a favorable YTD variance of \$88,855.
- *Tuition & Fees* –December 2023 yielded an unfavorable monthly variance of \$14,728 for tuition and an unfavorable monthly variance of \$78,031 in fees. Year to date tuition is unfavorable \$812,381 and fees are favorable \$261,916. This is a result of a decrease in enrollment for Fall 2023 semester. The Fee increase is a result of the IDOT classes running currently.
- *Other State Sources* – The month to date variance in other state sources is favorable by \$29,694 with an YTD unfavorable variance of \$74,202. This is due to receiving lower than expected CTE funds in July.
- *Other Revenue* – Other revenue is favorable by \$81,022 for December 2023 and also favorable by \$315,870 YTD.

Expenditure Variances:

- *Salary & Wages (overall)* – Are favorable \$207,453 for the month of December 2023 and favorable YTD of \$1,578,470. This is due to the timing of when overload and adjunct pay began in FY2024. This should normalize by year end.
- *Employee Benefits (overall)* – A favorable monthly variance in employee benefits exists in December 2023 of \$214,485 and a favorable YTD of \$257,330.
- *Instructional* – The Instructional expenditures had a favorable variance in December 2023 of \$326,473 and a favorable variance YTD of \$867,162.
- *Academic Support* – The Academic Support expenditures have an unfavorable variance of \$4,021 for the month of December 2023 and a favorable YTD variance of \$124,581.
- *Student Services* – The Student Services expenditures had a monthly favorable variance in December 2023 of \$97,721 and a favorable variance YTD of \$574,453. This variance is mainly related to the underspending of operational expenses.
- *Public Service/Continuing Education* – The Public Service/Continuing Education had a favorable variance in December 2023 of \$34,362 and a favorable variance YTD of \$283,990. This is attributed to lower operational expenses.
- *Operations & Maintenance* – The Operations and Maintenance expenditures were \$83,547 favorable to budget in December 2023 and a favorable YTD variance of \$296,405. This is a result of lower utilities than budgeted.

- *Institutional Support* – The Institutional Support expenditures were \$271,090 favorable to budget in December 2023 and \$2,300,324 favorable to budget YTD. The large favorable variance is related to lower operational spending YTD.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area had an unfavorable variance for December 2023 of \$2,489 and an unfavorable variance of \$195,059 YTD. This is a result of the timing of when scholarships and tuition waivers are applied to student accounts.

OTHER FUNDS

Fund 03 - Operational and Maintenance Restricted Funds

- Year to date, the revenues are favorable to budget by \$168,911 and expenditures were favorable by \$1,875,071 for a favorable net excess of \$2,043,982.

Fund 04 – Bond and Interest Fund

- Year to date, the revenues were favorable by \$239,333 and expenditures were favorable by \$71,431 for a net variance of a positive \$167,902.

Fund 05 – Auxiliary and Enterprise Funds

- Year to date, the revenues were favorable to budget by \$250,446 and expenditures were unfavorable to budget by \$40,694 for a net excess of a positive \$209,752.

Fund 06 – Restricted Funds

- Year to date, overall revenue is \$7,146,542 unfavorable to budget.
- Year to date, overall expenditures are \$6,343,752 favorable to budget.
 - Fund 06 is our restricted purposes fund where we record grants and third-party spending such as IDOC and DJJ. The grant document or IDOC/DJJ contract dictates what we will receive as revenue and the same amount is allocated for spending. We are only reimbursed based on what we actually spend so the revenues and the expenses should always equal at year end.

Fund 11 – Audit Fund

- Year to date, the revenues are unfavorable to budget by \$9,775 and expenditures were favorable to budget by \$2,668 for a net negative \$7,107.

Fund 12 – Tort Fund

- Year to date, the revenues are favorable to budget by \$38,192 and expenditures were unfavorable to budget by \$49,641 for a net negative \$11,449.

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

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Variance	% Current YTD Budget Variance	Previous YTD	FY23 Audited Numbers	FY24 Annual Budget
Revenues:										
109,280	1,089,944	(980,664)	Local Sources	10,985,070	11,662,909	(677,840)	-5.81%	9,643,584	11,745,262	12,522,321
773,524	337,020	436,504	ICCB Credit Hour Grant	2,557,064	2,022,121	534,943	26.45%	2,556,180	5,748,040	4,044,242
587,861	573,052	14,809	ICCB Equalization Grant	3,527,165	3,438,310	88,855	2.58%	2,178,433	6,535,300	6,876,620
66,986	37,292	29,694	Other State Sources	452,490	526,692	(74,202)	-14.09%	469,098	1,039,788	1,053,384
432,938	447,666	(14,728)	Tuition	7,748,642	8,561,023	(812,381)	-9.49%	6,745,732	7,387,982	8,632,290
227,081	305,111	(78,031)	Fees	3,641,211	3,379,294	261,916	7.75%	2,896,605	3,693,382	4,428,591
163,020	81,998	81,022	Other Revenue	1,161,275	845,405	315,870	37.36%	829,493	2,248,695	1,612,595
-	-	-	Gift in Kind	-	-	-	0.00%	-	-	-
2,360,690	2,872,083	(511,393)	Total Revenues	30,072,916	30,435,755	(362,839)	-1.19%	25,319,125	38,398,449	39,170,043
Expenditures:										
Instructional										
892,515	944,783	52,268	Salary and Wages	5,855,246	6,061,132	205,886	3.40%	4,748,765	10,843,156	11,357,239
83,186	191,546	108,360	Employee Benefits	1,042,307	1,149,399	107,091	9.32%	857,620	2,029,504	2,468,069
6,540	91,400	84,860	Contractual Services	32,041	162,330	130,289	80.26%	22,644	411,644	647,005
43,684	105,357	61,673	General Materials and Supplies	341,442	549,194	207,752	37.83%	249,262	589,523	708,945
8,198	6,054	(2,144)	Travel and Meeting Expenses	31,755	84,595	52,840	62.46%	20,488	77,291	145,769
-	15,900	15,900	Fixed Charges	-	34,050	34,050	0.00%	-	56,816	99,375
(557)	5,000	5,557	Capital Outlay	34,486	163,740	129,254	78.94%	4,774	16,816	172,877
-	-	-	Other Expenditures	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	-	-	-
1,033,567	1,360,040	326,473	Total Instructional	7,337,277	8,204,439	867,162	10.57%	5,903,553	14,024,750	15,599,339
Academic Support										
41,036	53,486	12,450	Salary and Wages	248,033	325,978	77,945	23.91%	273,785	577,722	359,212
5,795	14,507	8,712	Employee Benefits	69,433	87,043	17,610	20.23%	55,140	126,263	61,120
-	-	-	Contractual Services	-	-	-	0.00%	-	6,450	-
43,187	17,029	(26,157)	General Materials and Supplies	176,764	196,175	19,411	9.89%	115,011	200,190	183,448
225	1,200	975	Travel and Meeting Expenses	14,485	24,100	9,615	39.90%	4,790	32,870	13,400
-	-	-	Fixed Charges	-	-	-	0.00%	-	-	-
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	-	-	-
90,243	86,222	(4,021)	Total Academic Support	508,715	633,296	124,581	19.67%	448,725	943,494	617,180
Student Services										
103,146	190,165	87,019	Salary and Wages	716,594	1,109,655	393,061	35.42%	763,826	1,811,654	2,243,554
19,602	51,014	31,411	Employee Benefits	244,961	306,083	61,121	19.97%	199,915	440,073	601,523
-	-	-	Contractual Services	10,906	9,540	(1,366)	-14.32%	10,372	11,743	12,040
9,865	1,921	(7,944)	General Materials and Supplies	44,935	108,745	63,810	58.68%	27,545	99,535	118,172
5,520	255	(5,265)	Travel and Meeting Expenses	24,540	82,367	57,827	70.21%	23,025	72,623	107,177
-	-	-	Fixed Charges	-	-	-	0.00%	-	-	15,000
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
7,500	-	(7,500)	Other Expenditures	7,500	7,500	-	0.00%	-	14,350	-
145,633	243,354	97,721	Total Student Services	1,049,436	1,623,889	574,453	35.38%	1,024,684	2,449,978	3,097,466
Public Service/Cont Ed										
35,977	54,971	18,994	Salary and Wages	229,174	357,314	128,140	35.86%	181,984	404,069	714,628
2,211	10,143	7,931	Employee Benefits	36,832	60,855	24,024	39.48%	28,394	84,506	124,744
3,962	3,500	(462)	Contractual Services	18,284	51,000	32,716	64.15%	74,338	108,714	102,000
5,947	13,193	7,246	General Materials and Supplies	43,382	119,811	76,429	63.79%	32,331	72,238	177,663
1,162	1,772	611	Travel and Meeting Expenses	11,265	21,498	10,234	47.60%	2,957	13,487	32,891
8,995	9,038	42	Fixed Charges	52,203	60,340	8,137	13.49%	43,120	105,633	106,232
-	-	-	Capital Outlay	7,500	12,000	4,500	37.50%	-	-	12,000
-	-	-	Other	191	-	(191)	0.00%	-	50	-
-	-	-	G/K	-	-	-	0.00%	-	-	-
58,255	92,617	34,362	Total Public Service/ Cont Ed	398,829	682,818	283,990	41.59%	363,124	788,698	1,270,158
Operations & Maintenance										
93,453	104,698	11,245	Salary and Wages	576,797	679,172	102,375	15.07%	435,577	1,049,240	1,361,220
15,517	37,429	21,912	Employee Benefits	189,868	224,577	34,709	15.46%	146,680	346,178	460,345
54,430	13,969	(40,461)	Contractual Services	482,312	194,414	(287,898)	-148.09%	138,266	297,189	388,534
9,632	2,500	(7,132)	General Materials and Supplies	143,101	126,500	(16,601)	-13.12%	130,580	342,919	224,782
-	87	87	Travel and Meeting Expenses	-	1,145	1,145	100.00%	321	321	1,490
1,100	750	(350)	Fixed Charges	12,842	7,000	(5,842)	-83.46%	13,274	14,174	99,000
39,410	132,657	93,247	Utilities	611,386	866,439	255,053	29.44%	480,014	1,113,044	1,732,879
-	-	-	Capital Outlay	-	183,915	183,915	100.00%	-	4,396	-
-	5,000	5,000	Contingency Funds	450	30,000	29,550	98.50%	-	-	4,796
-	-	-	Gift In Kind	-	-	-	0.00%	-	-	60,000
213,542	297,089	83,547	Total Operation and Maint	2,016,756	2,313,162	296,405	12.81%	1,344,713	3,167,461	4,333,046
Institutional Support										
302,381	327,859	25,478	Salary and Wages	1,468,719	2,139,783	671,064	31.36%	1,145,190	3,704,402	4,280,633
58,249	94,408	36,158	Employee Benefits	565,931	578,706	12,775	2.21%	484,417	1,643,702	1,255,711
54,270	95,193	40,922	Contractual Services	733,924	1,423,804	689,880	48.45%	719,031	1,313,548	1,877,635
50,947	83,148	32,201	General Materials and Supplies	557,953	1,227,245	669,293	54.54%	641,659	1,697,994	2,035,050
17,800	8,403	(9,397)	Travel and Meeting Expenses	60,539	86,973	26,434	30.39%	42,406	116,193	146,577
478	2,000	1,522	Fixed Charges	11,591	211,832	200,241	94.53%	185,600	196,727	217,741
22,546	160,000	137,454	Capital Outlay	802,508	170,000	(632,508)	100.00%	-	779,132	290,000
22,966	28,875	5,909	Contingency Funds	260,139	739,391	479,252	64.82%	221,354	676,921	1,443,976
-	1,125	1,125	Other	4,620	2,250	(2,370)	100.00%	-	1,844,651	49,075
283	-	(283)	Strategic Initiatives	13,737	200,000	186,263	93.13%	-	17,458	-
-	-	-	One Time Budget Requests	-	-	-	0.00%	229,378	-	-
529,920	801,010	271,090	Total Institutional Support	4,479,660	6,779,984	2,300,324	33.93%	3,669,036	11,990,727	11,596,398
2,489	-	(2,489)	Scholarships, grants, waivers	281,625	86,566	(195,059)	-225.33%	296,129	604,342	1,228,566
2,073,648	2,880,331	806,683	Total Expenditures	16,072,298	20,324,154	4,251,855	20.92%	13,049,965	33,969,451	37,742,153
287,042	(8,248)	295,291	Revenue Less Expenditures	14,000,618	10,111,602	3,889,016	38.46%	12,269,160	4,428,998	1,427,890
-	-	-	Transfers Out:	-	-	-	0.00%	-	1,717,310	1,427,890
287,042	(8,248)	295,291	Excess of Revenues over Expenditures & Transfers	14,000,618	10,111,602	3,889,016	38.46%	12,269,160	2,711,688	0

Current Month	Current Month	Variance		Current YTD	Current YTD	Current YTD
	Budget			Actual	Budget	Budget Variance
1,468,508.30	1,675,960.97	207,452.67	Salary and Wages	9,094,562.67	10,673,033.09	1,578,470.42
184,561.33	399,046.39	214,485.06	Employee Benefits	2,149,331.81	2,406,662.00	257,330.19
119,202.61	204,061.54	84,858.93	Contractual Services	1,277,466.31	1,841,087.72	563,621.41
163,261.56	223,148.07	59,886.51	General Materials and Supplies	1,307,576.41	2,327,669.54	1,020,093.13
32,904.87	17,770.29	(15,134.58)	Travel and Meeting Expenses	142,583.70	300,678.21	158,094.51
10,573.47	27,687.50	17,114.03	Fixed Charges	76,635.28	313,221.50	236,586.22
39,410.01	132,656.53	93,246.52	Utilities	611,386.23	866,439.16	255,052.93
21,988.57	165,000.00	143,011.43	Capital Outlay	844,494.02	529,655.00	(314,839.02)
22,965.54	33,875.00	10,909.46	Contingency Funds	260,589.28	769,391.42	508,802.14
10,271.85	1,125.00	(9,146.85)	Other Expenditures	307,672.54	209,750.00	(97,922.54)
2,073,648.11	2,880,331.29	806,683.18	Total	16,072,298.25	20,237,587.64	4,165,289.39

Lake Land College

FY2024 Salary, Wage & Benefits Detail

Salary & Wages	Year to Date			FY2024 Budgeted	FY24 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Salary and Wages - Instructional	\$5,855,246	\$6,061,132	\$205,886	\$11,357,239	\$10,696,673	\$11,357,239	\$660,566
Salary and Wages - Acad. Support	\$248,033	\$325,978	\$77,945	\$359,212	\$612,386	\$359,212	(\$253,174)
Salary and Wages - Stud. Svcs	\$716,594	\$1,109,655	\$393,061	\$2,243,554	\$2,220,533	\$2,243,554	\$23,021
Salary and Wages - Public Svc.	\$229,174	\$357,314	\$128,140	\$714,628	\$628,314	\$714,628	\$86,314
Salary and Wages - Maintenance	\$576,797	\$679,172	\$102,375	\$1,361,220	\$1,212,400	\$1,361,220	\$148,820
Salary and Wages - Inst. Support	\$1,468,719	\$2,139,783	\$671,064	\$4,280,633	\$3,980,226	\$4,280,633	\$300,407
Total Salary and Wages	\$9,094,563	\$10,673,033	\$1,578,470	\$20,316,486	\$19,350,532	\$20,316,486	\$965,954

Employee Benefits	Year to Date			FY2024 Budgeted	FY24 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Employee Benefits - Instructional	\$1,042,307	\$1,149,399	\$107,091	\$2,468,069	\$1,692,455	\$2,468,069	\$775,614
Employee Benefits - Acad. Support	\$69,433	\$87,043	\$17,610	\$61,120	\$138,889	\$61,120	(\$77,769)
Employee Benefits - Stud. Svcs	\$244,961	\$306,083	\$61,121	\$601,523	\$484,081	\$601,523	\$117,442
Employee Benefits - Public Svc.	\$36,832	\$60,855	\$24,024	\$124,744	\$92,956	\$124,744	\$31,788
Employee Benefits - Maintenance	\$189,868	\$224,577	\$34,709	\$460,345	\$380,796	\$460,345	\$79,549
Employee Benefits - Inst. Support	\$565,931	\$578,706	\$12,775	\$1,255,711	\$1,248,072	\$1,255,711	\$7,639
Total Employee Benefits	\$2,149,332	\$2,406,662	\$257,330	\$4,971,512	\$4,037,249	\$4,971,512	\$934,263

Dec-23	Operations & Maint Restricted--Fund 03				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Local Sources	2,211,911	2,043,000	168,911	1,702,593	2,075,000
Bond Proceeds			-	15,159,895	
Loan Proceeds			-	-	
Investment Income			-	(134,823)	
Total Revenues	2,211,911	2,043,000	168,911	16,727,665	2,075,000
Expenditures:					
Student Center Renovations : Buildi			-		
Construction Proj : Site Improvemen	3,056,524	1,931,595.00	(1,124,929)	713,461	3,863,190
PHS Projects : Site Improvements					
New Site: Site Improvements		3,000,000	3,000,000	8,132	3,000,000
Other			-	16,117,144	
Total Expenditures	3,056,524	4,931,595	1,875,071	16,838,737	6,863,190
Excess of Revenues over					
Expenditures & Transfers	(844,614)	(2,888,595)	2,043,982	(111,072)	(4,788,190)

Dec-23	Bond and Interest--Fund 04				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
General : Local Taxes	6,734,226	6,494,893	239,333	6,584,455	6,596,625
General : Investment Income			-		164,300
General : Transfer from Other Funds			-		
Total Revenues	6,734,226	6,494,893	239,333	6,584,455	6,760,925
Expenditures:					
Work Cash Bonds : Debt Principal Pa			-		
Work Cash Bonds : Interest on Debt			-		
Work Cash Bonds : Other Fixed Charg			-		
Funding Bonds : Debt Principal Paym	5,885,003	5,885,000	(3)	6,370,024	5,885,000
Funding Bonds : Interest on Debt	508,890	436,463	(72,427)	272,545	872,925
Funding Bonds : Other Fixed Charges	500	1,500	1,000		
Funding Bonds : Bond Is			-	251,417	3,000
Administration : Intere			-		
Total Expenditures	6,394,393	6,322,963	71,431	6,893,985	6,760,925
Excess of Revenues over Expenditures & Transfers	339,833	171,931	167,902	(309,530)	-

Dec-23	Auxillary Enterprise Fund--Fund 05				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Ag Judging Activity Fees			-	-	6,500
Ag Judging Transfer			-	-	31,143
Auto Shop		7,750	(7,750)	-	15,500
Athletics			-	-	890,791
Fitness Center	32,807	55,000	(22,193)	33,405	55,000
Bookstore	321,250	385,542	(64,292)	465,574	771,084
Print Shop	588,272	491,000	97,272	547,068	905,000
Food Service	6,190	8,400	(2,210)	7,406	16,800
College Farm	116,486	30,000	86,486	118,613	140,000
Comm Choir			-	-	5,100
Student Life	163,133		163,133	-	245,500
WLKL Radio Activity fees			-	-	1,100
Transfer for Tuition Waivers			-	164,895	
Total Revenues	1,228,138	977,692	250,446	1,336,961	3,083,518
Expenditures:					
Ag Judging	20,252	21,330	1,078	14,748	37,760
Auto Shop	-	7,750	7,750	-	15,500
Athletics	522,533	610,082	87,548	431,571	1,031,961
Fitness Center	28,096	59,500	31,404	36,567	69,500
Bookstore	320,855	482,344	161,489	445,238	814,056
Print Shop	590,118	460,806	(129,312)	492,217	852,124
Food Service	4,237	4,311	74	3,869	8,659
College Farm	16,727	53,949	37,222	74,929	95,374
Comm Choir	-	-	-	-	5,100
Student Life	140,679	197,722	57,043	117,536	386,240
WLKL Radio	159	550	391	-	1,100
Tuition Waivers	295,380		(295,380)	266,050	
Total Expenditures	1,939,037	1,898,343	(40,694)	1,882,725	3,317,375
Excess of Revenues over Expenditures & Transfers	(710,899)	(920,651)	209,752	(545,765)	(233,856)

Dec-23	Restricted Purposes Fund--Fund 06				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Adult Ed	123,449	329,347	(205,898)	310,911	658,804
Pathways	68,776	207,726	(138,950)	283,276	415,452
Perkins	228,566	206,966	21,600	127,718	421,964
WIOA	1,115,248	1,546,419	(431,171)	1,556,111	3,022,338
College Work Study	-	35,289	(35,289)	-	70,577
GAST	20,000	20,000	-	-	20,000
IL Cooperative Work Study	18,005	25,000	(6,995)	29,158	50,000
IPRF Grant	40,402	44,000	(3,598)	26,679	88,000
Veterans Services	30,441	260,000	(229,559)	30,350	520,000
ISAC MAP	807,696	760,000	47,696	789,216	1,520,000
Department Of Education	2,566,753	5,437,157	(2,870,404)	2,372,140	10,874,314
Direct loans	514,036	1,034,000	(519,964)	619,994	2,068,000
Corrections	2,939,288	7,020,581	(4,081,294)	3,841,700	13,956,662
CARES Funds-Students	-	-	-	1,747,243	-
CARES Funds-Institutional	-	-	-	1,717,603	-
Privately Funded Grant	1,361,126	91,485	1,269,641	508,596	182,970
TRIO SSS	133,191	138,722	(5,531)	124,084	286,323
TRIO DC	202,773	159,600	43,173	154,656	320,160
Total Revenues	10,169,750	17,316,292	(7,146,542)	14,239,433	34,475,564
Expenditures:					
Adult Ed	315,671	329,347	13,676	244,673	658,804
Pathways	284,174	207,726	(76,448)	174,353	415,452
Perkins	228,566	206,966	(21,600)	127,718	421,964
WIOA	1,302,198	1,546,419	244,221	1,611,304	3,022,338
College Work Study	14,149	35,289	21,139	15,595	70,577
GAST	-	-	-	-	20,000
IL Cooperative Work Study	18,005	25,000	6,995	4,746	50,000
IPRF Grant	5,475	44,000	38,525	2,708	88,000
Veterans Services	61,869	260,000	198,131	81,492	520,000
ISAC MAP	-	760,000	760,000	791,991	1,520,000
Department of Education	2,566,753	5,437,157	2,870,404	2,376,065	10,874,314
Direct loans	532,630	1,034,000	501,370	619,994	2,068,000
Corrections	4,689,933	7,040,581	2,350,648	3,863,428	13,956,662
CARES Funds-Students	-	-	-	1,751,243	-
CARES Funds-Institutional	-	-	-	1,724,143	-
Privately Funded Grant	617,152	91,485	(525,667)	248,173	182,970
TRIO SSS	147,414	138,722	(8,691)	139,022	286,323
TRIO DC	188,551	159,600	(28,951)	170,825	320,160
Total Expenditures	10,972,540	17,316,292	6,343,752	13,947,472	34,475,564
Excess of Revenues over Expenditures & Transfers	(802,790)	0	(802,790)	291,961	-

Dec-23	Audit Fund--Fund 11				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Local Taxes	187,141	196,916	(9,775)	171,051	200,000
Total Revenues	187,141	196,916	(9,775)	171,051	200,000
Expenditures:					
Admin Staff Ful	13,048	13,636.82	589	12,353	27,273.64
Support Staff F	8,299	8,687.95	389	7,621	17,375.90
Medical Benefit	3,808	4,997.16	1,189	4,282	9,994.32
Life Insurance	14	13.80	0	12	27.60
Audit Services	68,000	68,000.00	-	47,800	68,000.00
Printing	-	500.00	500	-	500.00
Total Expenditures	93,168	95,836	2,668	72,068	123,171
Excess of Revenues over Expenditures & Transfers	93,973	101,080	(7,107)	98,983	76,829

	Dec-23	Tort Fund--Fund 12			Previous YTD	Annual Budget
	Current YTD Actual	Current YTD Budget	Variance			
Revenues:						
Local Taxes	1,128,120	1,089,928	38,192	2,330,669	1,107,000	
Misc Income			-			
Total Revenues	1,128,120	1,089,928	38,192	2,330,669	1,107,000	
Expenditures:						
Student Services	28,891	43,765	(14,873)	44,795	89,341	
Operations and Maintenance	104,046	109,471	(5,424)	96,115	224,394	
Police Dept	322,611	297,861	24,750	287,121	533,236	
Institutional Support	171,657	171,574	84	154,571	353,637	
Fixed Charges-ins	389,573	344,469	45,104	374,373	821,969	
Total Expenditures	1,016,779	967,139	(49,641)	956,976	2,022,577	
Excess of Revenues over Expenditures & Transfers	111,341	122,790	(11,449)	1,373,693	(915,577)	

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President
FROM: David Stewart, Chief Information Officer
CC:
DATE: January 31, 2024
RE: Technology Surplus Equipment

Attached is a listing of outdated servers that have become surplus. The items are obsolete and have little value to the college.

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. A few of these servers will be donated to the Greenup fire & EMT service.

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

Attachment

System Type	Asset Tag	Accounting Tag
Dell PowerEdge R730	6F3M382	8561
Dell PowerEdge R730	6F2N382	8574
Dell PowerEdge R730	6F4D382	8585
Dell MD1220	9M40101	-
Dell MD3220	BF4MQW1	-
Dell MD3420	50BJ382	8589
Dell PowerEdge R730	6F4G382	8586
Dell PowerEdge R730	6F3N382	8560
Dell PowerEdge R730	6F4F382	8582
Dell MD3420	50BK382	8592
Lenovo SAN	DE2000H	-
Dell MD3420	50CC382	8549
Dell PowerEdge R730	6F4H382	8584
Dell PowerEdge R730	6F1M382	8614
Dell PowerEdge R730	6F2F382	8553
Dell PowerEdge R710	48YRTJ1	8130
Dell PowerEdge R720	3GS4WV1	-
Quantum Super Loader 3	CJ8CBE0126	-
Dell MD3420	50CD382	8548
Dell MD1220	4ZJH382	8588
Dell MD3220	FVD355J	
Dell MD1220	BGCMQW1	8373
Nimble CS500	AF-129065	8605
Dell Compellent SCv3000	GQ8RNF3	7997
QNAP TVS-EC2480U-SAS-R Q194I04754		
QNAP TS-1279U-RP Q133I03766		
QNAP TVS-EC2480U-SAS-R Q19AI11656		
QNAP TVS-EC2480U-SAS-R Q182I08579		
QNAP TVS-EC2480U-SAS-R Q19AI11659		
QNAP TVS-EC2480U-SAS-R Q197I01767		

LAKE LAND COLLEGE

MEMO

TO: Jean Anne Highland, Chief of Staff
FROM: Beth Craig, Grants Writer and Coordinator
CC: Lynn Breer, Director of Institutional Research and Reporting
RE: Acceptance of FY2024 ICCB Rev Up EV Grant

Lake Land College has received a one-year grant for \$89,999.56 from the Illinois Community College Board (ICCB) Rev Up Electric Vehicles (EV) grant. The purpose of this initiative is to promote the development and growth of training programs that prepare individuals for careers in EV technology and EV specific advanced manufacturing fields, with a priority focus on programs and training in areas that are most in demand by EV business and industry partners.

With this project, one faculty member will be sent to training for electric vehicles. After training, the faculty member will be paid to develop new curriculum for three new courses that will be essential to teach students about electric vehicles. Finally, grant funds will be used to purchase supplies and equipment that students will need in order to learn to safely service electric vehicles as well as to complete course requirements.

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Community College Board

Organization Name: Lake Land College

Notice of Funding Opportunity (NOFO) Number: None

Data Universal Number System (DUNS) Number (enter numbers only): 075598359

Catalog of State Financial Assistance (CSFA) Number: N/A

CSFA Short Description: SFY2024 Rev Up EV Community College Initiative

Section A: State of Illinois Funds

Fiscal Year: January 15, 2024 – December 31, 2024

REVENUES		Total Revenue
State of Illinois Grant Requested		\$
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$ 2,000.00
2. Fringe Benefits	200.431	\$ 256.60
3. Travel	200.474	\$ 4,920.00
4. Equipment	200.439	\$ 53,765.28
5. Supplies	200.94	\$ 24,505.28
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Service)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$ 3,650.00
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 89,097.16
17. Total Indirect Costs	200.414	\$ 902.40
Rate %:	40	
Base:	salary and fringe benefits	
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 89,999.56

Instructions found at end of document.



MEMO

TO: Jean Anne Highland, Chief of Staff
FROM: Beth Craig, Grants Writer and Coordinator
CC: Lynn Breer, Director of Institutional Research and Reporting
RE: Acceptance of FY2024 ICCB Digital Instruction for Adult Education Grant

Lake Land College has received a one-year grant for \$75,000 from the Illinois Community College Board (ICCB) Digital Instruction for Adult Education grant. This grant opportunity was established to support currently funded ICCB Title II programs in order to enhance technology resources and infrastructure as well as to assist individuals who lack basic skills to enter postsecondary education or work-based training.

Grant funds will be used to purchase translation devices, portable smartboards, wireless mice and keyboards for smartboards, MIFI and MIFI subscriptions, printer/scanner, chrome books and seats in programs such as Burlington English, IXL and Essential Ed. All of these items will be a great help to the College Adult Education program.

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies	\$73,000.00		\$73,000.00
6. Contractual Services			
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education	\$2,000.00		\$2,000.00
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$75,000.00		
Non-State Amount			
TOTAL PROJECT COSTS			\$75,000.00

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 12, 2024
Subject: Approval of Kubota Payment

Memo

During the FY2023 fiscal year our Agriculture department was awarded a contract to begin offering training through Kubota. Through the FY2023 budget process the purchase of 3 types of Kubota equipment was approved. Due to supply chain constraints, we only received one of those items at that time. We have kept the funds in the budget for the other 2 items and in December 2023 they finally arrived. One item is a B26 tractor and the other is a Kubota ZD1021 zero turn mower. The total cost of these 2 pieces of equipment is \$51,334.45. Staff with our Agriculture Department have collaborated with local Kubota regional service technicians, but the payment will be issued to Kubota's home office in Grapevine, Texas.

I respectfully request your approval to pay these Kubota Invoices.

I will be available for questions.



MEMO

TO: Dr. Josh Bullock, President
Dr. Valerie Lynch, Vice President for Student Services and Chair, Academic Standards Committee

FROM: Committee

DATE: February 1, 2024

RE: Final Reading – Revisions to Board Policy 07.01.02 – Program Changes

On January 11, 2024 the Board heard first reading of proposed changes to Board Policy 07.01.02 – Special Admission and Graduation Requirements for Select Technical Programs. The changes are to add Paramedical Services to both the Associate Degrees and Certificates sections for special admission and unique graduation requirements and remove Medical Assistant from the Associate Degrees list. These changes coincide with the Academic Standards in the College Catalog.

There have been no inquiries, questions, or concerns since the January 11, 2024 meeting. On behalf of the Academic Standards Committee, I respectfully request these changes be approved and made permanent at the February 2024 Board of Trustees Meeting.

I am happy to entertain any questions. Thank you!

07.01.02**Special Admission and Graduation Requirements
for Select Technical Programs**

It is a statutory duty and responsibility of the Board of Trustees to approve policies for the admission of students and graduation requirements.¹ All requests to establish special admission criteria and/or unique graduation requirements for technical programs must be submitted to the Academic Standards Committee. These requests should include a rationale that sets forth the uniqueness of the program in regards to establishing special admission or graduation requirements. When a division chair wishes to change or eliminate an approved special admission criterion or graduation requirement, they are required to bring the requested change along with the rationale for the change to the Academic Standards Committee for consideration.

The Academic Standards Committee will act upon requested special admission and unique graduation requirements in a timely manner. If the committee approves a program to establish or eliminate special admission criteria or unique graduation requirements, it will forward the recommendation to the President and Board of Trustees for final action. All programs approved by the Board of Trustees to have special admission criteria or graduation requirements will be identified in the College catalog. Specific admission criteria and graduation requirements will be updated on the Special Admissions program page of the Lake Land College website.

Programs with approved special admission and unique graduation requirements:

Associate Degrees

Associate Degree in Nursing, Court Reporting Technology, Dental Hygiene, Fire Science Management, John Deere Tech, ~~Medical—Assistant~~, Paramedical Services, Physical Therapist Assistant.

Certificates

Fire Science Management, Massage Therapy, Medical Assistant,
Paramedical Services, Practical Nursing.

¹ See Board Policies 02.03 and 07.24.

Adopted May 8, 2000
Revised June 11, 2012
Revised June 12, 2017
Revised May 11, 2020
Revised July 13, 2020
Revised June 12, 2023



MEMO

TO: Board of Trustees
Dr. Josh Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC:

DATE: January 26, 2024

RE: Paid Leave for Adjuncts

As the College has been evaluating policies for the Paid Leave for All Workers Act, we would like to move forward with a pilot program for adjunct faculty. This pilot program would run through the Summer 2024 term. Due to the nature of the law, adjunct faculty would not be able to utilize this paid leave for adjuncts (pla) until April 1st or after. This balance does not accumulate or roll over. At the end of the pilot, the College will evaluate the program.

I respectfully request the Board approve this pilot program as presented for the spring and summer 2024 terms.

PAID LEAVE FOR ADJUNCTS (PLA) – PILOT PROGRAM

In addition to the benefits outlined in Board Policy 05.05 *Qualifications, Expectations, Duties, Requirements, Compensation, and Incentives for Adjunct Faculty*, the College will pilot a paid leave program (termed "PLA") for adjuncts starting with the Spring 2024 term through the conclusion of the Summer 2024 term.

Pilot Program Provisions:

1. Adjunct Faculty will be given the equivalent of .80 hours of PLA per equated credit hour taught each semester (as of 10th day) front loaded. For example, an adjunct faculty teaching a 3-credit hour course would earn 2.40 hours of PLA for that semester.
2. Adjunct Faculty must notify their supervisor in advance of their absence. The leave time can be used for any reason.
3. Adjunct Faculty must complete the absence form when requesting PLA. Adjunct faculty must use PLA in 2-hour increments. Leave time can only be submitted for a semester in which they are an active employee scheduled to teach with the College.
4. Adjunct faculty are permitted to use PLA beginning April 1, 2024.
5. This PLA does not carry over at the end of Summer 2024 pilot or accumulate.
6. This PLA will not be paid out at separation of employment or the end of the term.
7. Adjunct faculty who also work at the College in a full-time capacity are excluded from this pilot program, as they already receive benefit time from the College.
8. In accordance with Board Policy 05.05 Item #11, adjuncts will receive a corresponding reduction in pay for absences from class and for whom a substitute is assigned if without PLA leave to cover their absence.



MEMO

To: Dr. Josh Bullock, President
From: Scott Rawlings, Director of Physical Plant Operations
Date: January 30, 2024
Subject: Approval to Purchase New Furniture for Multiple
Campus Locations

Memo

The Physical Plant team has worked with various Campus personnel to address some pertinent furniture needs. The new furniture would address various furniture issues in approximately 7 areas or departments across campus.

The College is partnering with Widmer Interiors to supply the furniture. Kimberly Wellbaum, Facilities Coordinator to Physical Plant Operations, is leading the College's effort in working with Widmer Interiors and ordering the furniture. As this time, we estimate the cost of furniture to be approximately \$36,000.

The furniture upgrades will demonstrate our commitment to give our faculty, staff and students a first-class educational experience on our campus.

The College is using Omni contract pricing associated with state bidding, which alleviates the need to seek bids on the above-related equipment.

It is my recommendation that we move forward with the purchase and installation of new furniture from Widmer Interiors.

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

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Jeremy Moore, Facilities Planning Manager
Date: February 6, 2024
Subject: Approval of Watchfire Electronic Sign Displays –
Mattoon Campus

In recent years, the competition for attracting potential students has intensified, with colleges and universities employing various strategies to stand out. One effective method is through dynamic signage, particularly along heavily trafficked routes such as interstates. A marquee sign offers a prime opportunity to capture the attention of commuters, travelers, and local residents, thereby increasing awareness and interest in our institution. I believe this initiative aligns with our strategic objectives of increasing visibility, enhancing community engagement, and attracting prospective students.

We propose the installation of a state-of-the-art marquee sign at a strategic location west of the Workforce Development building along interstate I-57. The sign will be designed to display dynamic content, including announcements, upcoming events, academic achievements, and other relevant information about Lake Land College.

To optimize the financial aspect of this initiative, we suggest purchasing the sign through Equalis Group, an interlocal cooperative purchasing program. This program facilitates joint purchasing among local government entities and educational institutions, allowing us to benefit from bulk pricing and streamlined procurement processes. One of the companies holding a publicly procured master agreement with Equalis Group is Watchfire Signs, LLC. Lake Land has numerous Watchfire displays throughout campus, which have a proven track record for quality, performance and reliability.

After consulting with legal counsel, we do not feel a bid is necessary. The Illinois Intergovernmental Cooperation Act authorizes any Illinois public agency to jointly exercise any of its powers and authorities (such as procurement and contracting) with any public agency (such as Equalis Group Lead Agencies) in or outside of Illinois. Counsel has confirmed the colleges' eligibility to utilize Equalis Group's competitively solicited contracts, therefore a formal bidding process is not necessary.

I respectfully request that the Board approve the purchase and installation of (2) 10'x36' LED Sign Displays from Watchfire/T-Ham Signs for \$240,608.20 for the Mattoon Campus.

Should you require any further information, please do not hesitate to contact me.

**QUOTATION & PURCHASE CONTRACT**

Todd Ham

T. Ham Sign Inc.
Job #16977
12/04/2023

BILL TO
Lake Land College
5001 Lake Land Blvd.
Mattoon, IL 61938
United States

JOB LOCATION
Mattoon, IL

P.O. Box 155
Mt. Vernon, IL 62864
United States
Website: www.thamsign.com

QUANTITY	DESCRIPTION	UNIT COST	COST
1	<p>Mattoon, IL Campus Two (2) 10' x 36' single face Watchfire electronic sign displays. "W" Module Individual module calibration Animations/Short Clips allowed Max 10,000 NITS 16mm Resolution 9' x 35' Viewing Area Pixel Matrix (162 x 630) Communication to be broadband with no data fees for lifetime of sign. OPx (cloud based) software with full graphics package</p> <p>Each sign installed on three (3) 12" x 12" x 1/4" steel supports in concrete foundations engineered for 100 mph wind speeds. Supports to be installed in "V" shape for better visibility from Interstate 57. Sign to have 5 year warranty on all sign components and labor. Watchfire to guarantee parts for a minimum of ten (10) years.</p> <p>Two (2) 4'-2" x 36'-3" trusses fabricated with 4" square aluminum tubing. Aluminum mesh material welded on back side of trusses. Tubing and mesh painted black. Two (2) sets of 28" illuminated channel letters with standard color faces, trim cap and returns. Letters mounted on front of truss.</p> <p>Thank you!</p>	\$238,608.20	\$238,608.20

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

Lake Land College

Sign: _____

Print: _____

Date: _____

T. Ham Sign Inc.

Sign: _____

Print: _____

Date: _____

Subtotal \$238,608.20

Shipping \$2,000

Sign Permit \$0

Permit Acquisition Fee \$0

Surveys \$0

Total Tax \$0

TOTAL CONTRACT \$240,608.20

Required Deposit \$120,304.10

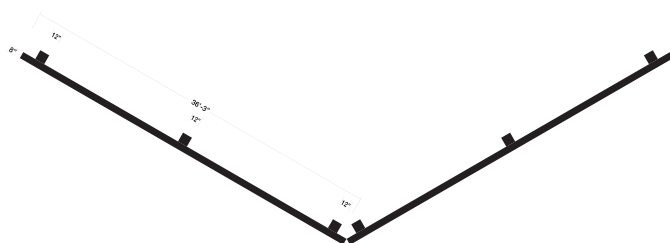
FINAL BALANCE \$120,304.10

DOWN PAYMENT IS DUE WITH ORDER AND THE BALANCE IS DUE UPON COMPLETION OF WORK. ALL MATERIALS AND PROPERTY COVERED BY THIS CONTRACT SHALL REMAIN PROPERTY OF T. HAM SIGN, INC. UNTIL BALANCE IS PAID IN FULL.

PLEASE MAKE ALL CHECK PAYABLE TO T. HAM SIGN, INC..

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 10 DAYS. BY SIGNING, CUSTOMER ACCEPTS COMPANY'S PROPOSAL FOR THE JOB AND AGREES TO ALL OF THE TERMS OF THE PURCHASE CONTRACT.

TOP DOWN VIEW



DIMENSIONAL VIEW



TWO (2) SINGLE-SIDED 10'x36'x8" 16mm FULL-COLOR ELECTRONIC MESSAGE CENTERS with FRONT LIT CHANNEL LETTERS MOUNTED ON RACEWAY TO BLACK ALUMINUM TRUSS | TRUSS TO BE COVERED WITH BLACK EXPANDED METAL STRUCTURE TO BE "V" MOUNTED TO SIX (6) 12" STEEL SQUARE POLES

JOB DETAILS | LAKELAND COLLEGE - MATTOON | VERSION 5 | DESIGNED BY: DALTON NEAL

THAMSIGN.COM | 1-800-355-3814 |   | 11 - 17 - 2023

CLIENT APPROVAL SIGNATURE:



50% DEPOSIT REQUIRED ON ALL WORK. BALANCE DUE ON COMPLETION. This design is the property of T. Ham Sign Co., and may not be reproduced in any manner without permission. The prices, specifications, and conditions as described are satisfactory and are hereby accepted. You are authorized to do the work as specified.



LAKE LAND COLLEGE



LAKE LAND COLLEGE



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CLOSE UP OF EXPANDED METAL ON TRUSS

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THAM
sign **INC**

We build signs that help you build profits



Watchfire & Equalis Group

Publicly Procured Contract Vehicle

Watchfire Contract Highlights

- Extensive product line of scoreboards, digital displays, audio systems, control room systems, and accessories with broad use case applicability.
- Complete design-build services, from idea through installation, that leverage a six-step process to simplify the construction process, maximize savings, fast-track completion, and reduce overall project management stress.
- Installation, integration, and service available nationwide through a combination of in-house resources and a global network of licensed dealers and subcontractors.
- Cooperative pricing provided exclusively to Equalis Group members.

Who Is Watchfire?

Since 1932, Watchfire, originally known as Time-O-Matic, has relied on a tireless, Midwestern work ethic to outperform the competition. Watchfire products are conceived, designed, tested, and supported in-house because Watchfire understands that having these key teams under one roof gives them a much higher degree of quality control.

Headquartered in Danville, Illinois, Watchfire emphasizes communication throughout design, manufacturing, and service. The synergy between these groups increases efficiency and drives product innovation. Watchfire displays are built to order, customizing each to fit the needs of the customer while maintaining complete control of the process and quality. Today, Watchfire has over 60,000 LED signs in operation worldwide.

Save Time... we've done the procurement work so you don't have to.

Save Money... your dollar goes further with the collective buying power of Equalis Group.

Stay Legal... our competitive procurement process delivers statutory compliance in every state.

Contract #: COG-2103B

Lead Agency: CCOG

Get Started



Learn more about how we can help you achieve your procurement goals while Saving Time, Saving Money & Staying Legal. Email Engage@EqualisGroup.org or visit EqualisGroup.org/Map to connect with your dedicated Member Engagement Resource today.

Created by Public Sector Organizations for Public Sector Organizations



Who is Equalis Group?

Equalis Group is a Member-Driven, Supplier-Centric organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

We leverage Equalis Group members' combined buying power to command better pricing and favorable contract

terms from suppliers. We develop and administer a diverse portfolio of cooperative purchasing programs that cover a wide range of products and services and provide our members with a legal and compliant exemption to the bid/request for proposals (RFP) process.

Each program in our rapidly growing portfolio provides our members with contracting compliance and the ability to configure the solution that best meets their individual needs while achieving the lowest Total Cost of Ownership.

Time Saved through Equalis Group = More Resources for You to Invest

How many hours and over how many weeks or months does your team invest in a typical solicitation process? How many solicitations does your organization publish each year? How much time and effort can your organization save by leveraging Equalis Group's already-procured portfolio of programs? In what ways can you re-invest that saved time and energy to fulfill your organization's purpose?

Your Solicitation Process Today



Your Implementation Process with Equalis Group



Become a Member of Equalis Group

If you are not already a member, you can join Equalis Group in just minutes and immediately access our portfolio of cooperative purchasing programs. Simply visit www.equalisgroup.org/member-registration to get started. There are no dues, fees, or obligations.

Under What Legal Authority Can Illinois Public Agencies & Governmental Units Utilize Equalis Group Master Agreements?

[Equalis Group](#) is an interlocal cooperative purchasing program operated through a national association of political subdivisions and state agencies. Public agencies in Illinois are eligible to [join](#) Equalis Group by executing the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement. Equalis Group Master Agreements are competitively solicited by Equalis Group Lead Agencies, which are considered public agencies under Illinois Compiled Statutes.

1. The Illinois Governmental Joint Purchasing Act authorizes any Illinois Government Unit to purchase [personal property](#), [supplies](#), and [services](#) jointly with one or more other governmental units (**such as Equalis Group Lead Agencies**) in Illinois or outside of Illinois under a legal and compliant exemption from conducting their own competitive selection processes otherwise required under law.
2. The Illinois Intergovernmental Cooperation Act authorizes any Illinois public agency to jointly exercise any of its powers and authorities (**such as procurement and contracting**) with any public agency (**such as Equalis Group Lead Agencies**) in Illinois or outside of Illinois.

What is an Equalis Group Lead Agency?

Equalis Group Lead Agencies are public sector entities (e.g., state agencies, municipalities, counties, school districts, public colleges and universities, councils of governments, or special districts) lawfully established and operating under the applicable statutes of their respective states. They are authorized by state statutes to conduct public sector procurement processes, award and enter into Master Agreements with winning suppliers under applicable procurement guidelines (e.g., the responsible offeror whose proposal is most advantageous, with price and other factors considered), and make those Master Agreements available to public agencies nationwide through Equalis Group. See **The Legal Authority of Equalis Group Lead Agencies**, posted [here](#), for additional information regarding each Equalis Group Lead Agency and its authority to procure and enter into Master Agreements.

1. Under the Illinois Governmental Joint Purchasing Act, are Illinois Governmental Units Eligible to Utilize Equalis Group's Publicly Procured, Competitively Solicited Master Agreements?

[Chapter 30 Act 525](#) of the Illinois Compiled Statutes is known as the “**Governmental Joint Purchasing Act**”. The Illinois Governmental Joint Purchasing Act defines the term “governmental unit” and the joint purchasing powers that Illinois governmental units may exercise with governmental units ([such as Equalis Group Lead Agencies](#)) in Illinois and outside of Illinois to purchase [personal property](#), [supplies](#), and [services](#) as an exemption from any competitive selection requirements otherwise required by law.

Illinois Compiled Statutes
Chapter 30 - FINANCE
30 ILCS 525/ - Governmental Joint Purchasing Act.

Chapter 30 ILCS Act 525

§ 0.01. Short title. *This Act may be cited as the Governmental Joint Purchasing Act.*

§ 1. Definitions. *For the purposes of this Act:*

“Governmental unit” means the State of Illinois, any State agency as defined in [Section 1-15.100](#) [added: including state agencies, state colleges, universities, and institutions] of the

Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

"Master contract" means a definite quantity or indefinite quantity contract awarded pursuant to this Act against which subsequent orders may be placed to meet the needs of a governmental unit or qualified not-for-profit agency.

"Multiple award" means an award that is made to 2 or more bidders or offerors for similar supplies or services.

§ 2. Joint purchasing authority.

(a) Any governmental unit, except a governmental unit subject to the jurisdiction of a chief procurement officer established in [Section 10-20](#) of the Illinois Procurement Code, may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4, except as otherwise provided in this Act. The provisions of any other acts under which a governmental unit operates which refer to purchases and procedures in connection therewith shall be superseded by the provisions of this Act when the governmental units are exercising the joint powers created by this Act.

(a-5) For purchases made by a governmental unit subject to the jurisdiction of a chief procurement officer established in [Section 10-20](#) of the Illinois Procurement Code, the applicable chief procurement officer established in [Section 10-20](#) of the Illinois Procurement Code may authorize the purchase of supplies and services jointly with a governmental unit of this State, governmental entity of another state, or with a consortium of governmental entities of one or more other states, except as otherwise provided in this Act. Subject to provisions of the joint purchasing solicitation, the appropriate chief procurement officer may designate the resulting contract as available to governmental units in Illinois.

(a-10) Each chief procurement officer appointed pursuant to [Section 10-20](#) of the Illinois Procurement Code, with joint agreement of the respective agency or institution, may authorize the purchase or lease of supplies and services which have been procured through a competitive process by a federal agency; a consortium of governmental, educational, medical, research, or similar entities; or a group purchasing organization of which the chief procurement officer or State agency is a member or affiliate, including, without limitation, any purchasing entity operating under the federal General Services Administration, the [Higher Education Cooperation Act](#), and the [Midwestern Higher Education Compact Act](#). Each applicable chief procurement officer may authorize purchases and contracts which have been procured through other methods of procurement if each chief procurement officer determines it is in the best interests of the State, considering a recommendation by their respective agencies or institutions. The chief procurement officer may establish detailed rules, policies, and procedures for use of these cooperative contracts. Notice of award shall be published by the chief procurement officer in the Illinois Procurement Bulletin at least prior to use of the contract. Each chief procurement officer shall submit to the General Assembly by November 1 of each year a report of procurements made under this subsection (a-10).

(b) Any not-for-profit agency that qualifies under [Section 45-35](#) of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit

of local government or (2) receives grant funds from the State or from a unit of local government, shall be eligible to participate in contracts established by the State.

(d) This Section does not apply to construction-related professional services contracts awarded in accordance with the provisions of the [Architectural, Engineering, and Land Surveying Qualifications Based Selection Act](#).

§ 3. Conduct of competitive procurement.

Under any agreement of governmental units that desire to make joint purchases pursuant to subsection (a) of Section 2, one of the governmental units shall conduct the competitive procurement process. Where the State of Illinois is a party to the joint purchase agreement, the appropriate chief procurement officer shall conduct or authorize the competitive procurement process. Expenses of such competitive procurement process may be shared by the participating governmental units in proportion to the amount of personal property, supplies or services each unit purchases.

When the State of Illinois is a party to the joint purchase agreement pursuant to subsection (a) of Section 2, the acceptance of responses to the competitive procurement process shall be in accordance with the Illinois Procurement Code and rules promulgated under that Code. When the State of Illinois is not a party to the joint purchase agreement, the acceptance of responses to the competitive procurement process shall be governed by the agreement.

When the State of Illinois is a party to a joint purchase agreement pursuant to subsection (a-5) of Section 2, the State may act as the lead state or as a participant state. When the State of Illinois is the lead state, all such joint purchases shall be conducted in accordance with the Illinois Procurement Code. When the State of Illinois is the lead state, a multiple award is allowed. When Illinois is a participant state, all such joint purchases shall be conducted in accordance with the procurement laws of the lead state; provided that all such joint procurements must be by competitive solicitation process. All resulting awards shall be published in the appropriate volume of the Illinois Procurement Bulletin as may be required by Illinois law governing award of Illinois State contracts.

Contracts resulting from a joint purchase shall contain all provisions required by Illinois law and rule.

The supplies or services involved shall be distributed or rendered directly to each governmental unit taking part in the purchase. The person selling the personal property, supplies or services may bill each governmental unit separately for its proportionate share of the cost of the personal property, supplies or services purchased.

The credit or liability of each governmental unit shall remain separate and distinct. Disputes between contractors and governmental units or qualified not-for-profit agencies shall be resolved between the immediate parties.

2. Under the Illinois Intergovernmental Cooperation Act, are Illinois Public Agencies Eligible to Utilize Equalis Group's Publicly Procured, Competitively Solicited Master Agreements?

[Chapter 5 Act 220](#) of the Illinois Compiled Statutes is known as the “**Intergovernmental Cooperation Act**”. The Illinois Intergovernmental Cooperation Act defines the term “public agency” and the powers (*such as purchasing and contracting*) that Illinois public agencies may exercise with other public agencies (*such as Equalis Group Lead Agencies*) in Illinois and outside of Illinois.

Illinois Compiled Statutes

Chapter 5 - GENERAL PROVISIONS

5 ILCS 220/ - Intergovernmental Cooperation Act.

Chapter 5 ILCS Act 220

§ 1. Short title. *This Act may be cited as the Intergovernmental Cooperation Act.*

§ 2. Definitions. *For the purpose of this Act:*

- (1) *The term “**public agency**” shall mean any unit of local government [added: counties, cities, villages, incorporated towns, townships, special districts, and units designated as units of local government by law] as defined in the [Illinois Constitution of 1970](#), any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.*

*For the purposes of this Act, “**public agency**” includes the Mid-America Intermodal Authority Port District created under the Mid-America Intermodal Authority Port District Act.*

- (2) *The term “**state**” shall mean a state of the United States.*

§ 3. Intergovernmental cooperation. *Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law. This includes, but is not limited to, (i) arrangements between the Illinois Student Assistance Commission and agencies in other states which issue professional licenses and (ii) agreements between the Department of Healthcare and Family Services (formerly Illinois Department of Public Aid) and public agencies for the establishment and enforcement of child support orders and for the exchange of information that may be necessary for the enforcement of those child support orders.*

Legal Disclaimer

Please keep in mind that this information is provided as a service to Equalis Group members and supplier partners. It is designed only to give general information. This document is not intended to be a comprehensive summary of recent developments in the law, treat exhaustively the subjects covered, provide legal advice, or render a legal opinion. Equalis Group and its members are not attorneys and are not responsible for any legal advice. Equalis Group encourages political subdivisions, units of local government, state agencies, and other public agencies to have appropriate legal counsel review the applicable articles under State Statutes to determine their eligibility to utilize Equalis Group's competitively solicited contracts.

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Jeremy Moore, Facilities Planning Manager
Date: February 6, 2024
Subject: Approval of Watchfire Pedestal Sign - ETC

The current brick pedestal sign at the main parking entrance on Willenborg Ave at the Effingham Technology Center has been in place for 12 years, but it does not effectively meet the evolving needs of the College. As technology continues to advance, digital displays have become increasingly popular for their ability to convey dynamic content and engage audiences effectively. By transitioning to a double-sided illuminated digital display, we will have the opportunity to showcase important announcements, upcoming events, achievements, and other relevant information in a more eye-catching and accessible manner. This proposed upgrade aligns with our strategic goals of enhancing visibility, modernizing the campus signage, and providing more dynamic communication channels for our community.

This differs from the initial plan to install a billboard sized message center. However, upon further investigation, it was found that with the building's close proximity to the interstate, the large-scale display would detract from the view of the front façade of the building. It is suggested that upgrading the existing pedestal sign with one that includes double-sided illuminated digital display will satisfactorily meet the objective.

To optimize the financial aspect of this initiative, we suggest purchasing the sign through Equalis Group, an interlocal cooperative purchasing program. This program facilitates joint purchasing among local government entities and educational institutions, allowing us to benefit from bulk pricing and streamlined procurement processes. One of the companies holding a publicly procured master agreement with Equalis Group is Watchfire Signs, LLC. Lake Land has numerous Watchfire displays throughout main campus, which have a proven track record for quality, performance and reliability.

After consulting with legal counsel, we do not feel a bid is necessary. The Illinois Intergovernmental Cooperation Act authorizes any Illinois public agency to jointly exercise any of its powers and authorities (such as procurement and contracting) with any public agency (such as Equalis Group Lead Agencies) in or outside of Illinois. Counsel has confirmed the colleges' eligibility to utilize Equalis Group's competitively solicited contracts, therefore a formal bidding process is not necessary.

I respectfully request that the Board approve the replacement of the existing brick pedestal sign at the main parking lot entrance with a new double sided illuminated sign display from Watchfire/T-Ham Signs for \$59,174.06 for the Effingham Technology Center.

Should you require any further information, please do not hesitate to contact me.

**QUOTATION & PURCHASE CONTRACT**

Todd Ham

T. Ham Sign Inc.
Job #17116
12/23/2023

BILL TO
Lake Land College
5001 Lake Land Blvd.
Mattoon, IL 61938
United States

P.O. Box 155
Mt. Vernon, IL 62864
United States
Website: www.thamsign.com

QUANTITY	DESCRIPTION	UNIT COST	COST
1	<p>One (1) 4'-5" x 8'-0" double sided illuminated sign display. Sign cabinet to be extruded aluminum with 16" depth painted black. Sign to be illuminated with LED lighting. Faces to be .090 aluminum with Lake Land College and Patterson logos to be CNC routed with white plex backer. Faces painted to customer specs. Pole cover fabricated with steel framing and skinned with .090 aluminum painted to customer specs. Graphics with address and directional signage to be premium vinyl graphics applied to both sides.</p> <p>One (1) 4'-5" x 8'-3" double sided Watchfire electronic message center. 10mm resolution OPx software (cloud based) Broadband wireless communication with no data fees for life of sign.</p> <p>Labor to remove existing brick monument and jackhammer concrete base below grade. Customer responsible for repairs of ground. Labor and materials to install new sign on two (2) 4" steel supports in concrete bases engineered for 90mph wind speed. Electrical from source to sign to be provided by others.</p> <p>5 year warranty on all sign components including LED lighting. Warranty includes labor.</p> <p>Thank you!</p>	\$58,974.06	\$58,974.06

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

Lake Land College

Sign: _____

Print: _____

Date: _____

T. Ham Sign Inc.

Sign: _____

Print: _____

Date: _____

Subtotal \$58,974.06

Shipping \$200

Sign Permit \$0

Permit Acquisition Fee \$0

Surveys \$0

Total Tax \$0

TOTAL CONTRACT \$59,174.06

Required Deposit \$44,380.55

FINAL BALANCE \$14,793.51

DOWN PAYMENT IS DUE WITH ORDER AND THE BALANCE IS DUE UPON COMPLETION OF WORK. ALL MATERIALS AND PROPERTY COVERED BY THIS CONTRACT SHALL REMAIN PROPERTY OF T. HAM SIGN, INC. UNTIL BALANCE IS PAID IN FULL.

PLEASE MAKE ALL CHECK PAYABLE TO T. HAM SIGN, INC..

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 10 DAYS. BY SIGNING, CUSTOMER ACCEPTS COMPANY'S PROPOSAL FOR THE JOB AND AGREES TO ALL OF THE TERMS OF THE PURCHASE CONTRACT.

SIDE 1



JOB DETAILS | LAKELAND COLLEGE - EFFINGHAM | VERSION 3 | DESIGNED BY: DALTON NEAL

THAMSIGN.COM | 1-800-355-3814 |   | 1 - 24 - 2024

CLIENT APPROVAL SIGNATURE: _____

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SIDE 2



JOB DETAILS | LAKELAND COLLEGE - EFFINGHAM | VERSION 3 | DESIGNED BY: DALTON NEAL

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We build signs that help you build profits



Watchfire & Equalis Group

Publicly Procured Contract Vehicle

Watchfire Contract Highlights

- Extensive product line of scoreboards, digital displays, audio systems, control room systems, and accessories with broad use case applicability.
- Complete design-build services, from idea through installation, that leverage a six-step process to simplify the construction process, maximize savings, fast-track completion, and reduce overall project management stress.
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Stay Legal... our competitive procurement process delivers statutory compliance in every state.

Contract #: COG-2103B

Lead Agency: CCOG

Get Started



Learn more about how we can help you achieve your procurement goals while Saving Time, Saving Money & Staying Legal. Email Engage@EqualisGroup.org or visit EqualisGroup.org/Map to connect with your dedicated Member Engagement Resource today.

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Illinois Compiled Statutes
Chapter 30 - FINANCE
30 ILCS 525/ - Governmental Joint Purchasing Act.

Chapter 30 ILCS Act 525

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§ 2. Joint purchasing authority.

(a) Any governmental unit, except a governmental unit subject to the jurisdiction of a chief procurement officer established in [Section 10-20](#) of the Illinois Procurement Code, may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4, except as otherwise provided in this Act. The provisions of any other acts under which a governmental unit operates which refer to purchases and procedures in connection therewith shall be superseded by the provisions of this Act when the governmental units are exercising the joint powers created by this Act.

(a-5) For purchases made by a governmental unit subject to the jurisdiction of a chief procurement officer established in [Section 10-20](#) of the Illinois Procurement Code, the applicable chief procurement officer established in [Section 10-20](#) of the Illinois Procurement Code may authorize the purchase of supplies and services jointly with a governmental unit of this State, governmental entity of another state, or with a consortium of governmental entities of one or more other states, except as otherwise provided in this Act. Subject to provisions of the joint purchasing solicitation, the appropriate chief procurement officer may designate the resulting contract as available to governmental units in Illinois.

(a-10) Each chief procurement officer appointed pursuant to [Section 10-20](#) of the Illinois Procurement Code, with joint agreement of the respective agency or institution, may authorize the purchase or lease of supplies and services which have been procured through a competitive process by a federal agency; a consortium of governmental, educational, medical, research, or similar entities; or a group purchasing organization of which the chief procurement officer or State agency is a member or affiliate, including, without limitation, any purchasing entity operating under the federal General Services Administration, the [Higher Education Cooperation Act](#), and the [Midwestern Higher Education Compact Act](#). Each applicable chief procurement officer may authorize purchases and contracts which have been procured through other methods of procurement if each chief procurement officer determines it is in the best interests of the State, considering a recommendation by their respective agencies or institutions. The chief procurement officer may establish detailed rules, policies, and procedures for use of these cooperative contracts. Notice of award shall be published by the chief procurement officer in the Illinois Procurement Bulletin at least prior to use of the contract. Each chief procurement officer shall submit to the General Assembly by November 1 of each year a report of procurements made under this subsection (a-10).

(b) Any not-for-profit agency that qualifies under [Section 45-35](#) of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit

of local government or (2) receives grant funds from the State or from a unit of local government, shall be eligible to participate in contracts established by the State.

- (d) This Section does not apply to construction-related professional services contracts awarded in accordance with the provisions of the [Architectural, Engineering, and Land Surveying Qualifications Based Selection Act](#).

§ 3. Conduct of competitive procurement.

Under any agreement of governmental units that desire to make joint purchases pursuant to subsection (a) of Section 2, one of the governmental units shall conduct the competitive procurement process. Where the State of Illinois is a party to the joint purchase agreement, the appropriate chief procurement officer shall conduct or authorize the competitive procurement process. Expenses of such competitive procurement process may be shared by the participating governmental units in proportion to the amount of personal property, supplies or services each unit purchases.

When the State of Illinois is a party to the joint purchase agreement pursuant to subsection (a) of Section 2, the acceptance of responses to the competitive procurement process shall be in accordance with the Illinois Procurement Code and rules promulgated under that Code. When the State of Illinois is not a party to the joint purchase agreement, the acceptance of responses to the competitive procurement process shall be governed by the agreement.

When the State of Illinois is a party to a joint purchase agreement pursuant to subsection (a-5) of Section 2, the State may act as the lead state or as a participant state. When the State of Illinois is the lead state, all such joint purchases shall be conducted in accordance with the Illinois Procurement Code. When the State of Illinois is the lead state, a multiple award is allowed. When Illinois is a participant state, all such joint purchases shall be conducted in accordance with the procurement laws of the lead state; provided that all such joint procurements must be by competitive solicitation process. All resulting awards shall be published in the appropriate volume of the Illinois Procurement Bulletin as may be required by Illinois law governing award of Illinois State contracts.

Contracts resulting from a joint purchase shall contain all provisions required by Illinois law and rule.

The supplies or services involved shall be distributed or rendered directly to each governmental unit taking part in the purchase. The person selling the personal property, supplies or services may bill each governmental unit separately for its proportionate share of the cost of the personal property, supplies or services purchased.

The credit or liability of each governmental unit shall remain separate and distinct. Disputes between contractors and governmental units or qualified not-for-profit agencies shall be resolved between the immediate parties.

2. Under the Illinois Intergovernmental Cooperation Act, are Illinois Public Agencies Eligible to Utilize Equalis Group's Publicly Procured, Competitively Solicited Master Agreements?

[Chapter 5 Act 220](#) of the Illinois Compiled Statutes is known as the “**Intergovernmental Cooperation Act**”. The Illinois Intergovernmental Cooperation Act defines the term “public agency” and the powers (*such as purchasing and contracting*) that Illinois public agencies may exercise with other public agencies (*such as Equalis Group Lead Agencies*) in Illinois and outside of Illinois.

Illinois Compiled Statutes

Chapter 5 - GENERAL PROVISIONS

5 ILCS 220/ - Intergovernmental Cooperation Act.

Chapter 5 ILCS Act 220

§ 1. Short title. *This Act may be cited as the Intergovernmental Cooperation Act.*

§ 2. Definitions. *For the purpose of this Act:*

- (1)** *The term “**public agency**” shall mean any unit of local government [added: counties, cities, villages, incorporated towns, townships, special districts, and units designated as units of local government by law] as defined in the [Illinois Constitution of 1970](#), any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.*

*For the purposes of this Act, “**public agency**” includes the Mid-America Intermodal Authority Port District created under the Mid-America Intermodal Authority Port District Act.*

- (2)** *The term “**state**” shall mean a state of the United States.*

§ 3. Intergovernmental cooperation. *Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law. This includes, but is not limited to, (i) arrangements between the Illinois Student Assistance Commission and agencies in other states which issue professional licenses and (ii) agreements between the Department of Healthcare and Family Services (formerly Illinois Department of Public Aid) and public agencies for the establishment and enforcement of child support orders and for the exchange of information that may be necessary for the enforcement of those child support orders.*

Legal Disclaimer

Please keep in mind that this information is provided as a service to Equalis Group members and supplier partners. It is designed only to give general information. This document is not intended to be a comprehensive summary of recent developments in the law, treat exhaustively the subjects covered, provide legal advice, or render a legal opinion. Equalis Group and its members are not attorneys and are not responsible for any legal advice. Equalis Group encourages political subdivisions, units of local government, state agencies, and other public agencies to have appropriate legal counsel review the applicable articles under State Statutes to determine their eligibility to utilize Equalis Group's competitively solicited contracts.

Memo

To: Dr. Jonathan Bullock, President

From: Ike Nwosu, Vice President of Academic Services
Lisa Cole, Director of Data Analytics

Date: February 6, 2024

Re: Purchase of Assessment Software

Lake Land Faculty and Staff have done an incredible job in complying with HLC and ICCB requirement to assess programs, courses, and institutional operations as reported each year to the Board of Trustees. In evaluating the different types of assessment conducted at the College, some areas for improvement were identified.

One area is the evaluation of results of for General Education Assessment. This assessment, which hasn't been conducted since before the pandemic, had been administered as a written test to a random sample of classes. The test contained questions related to the core competencies expected of our students when they graduate and transfer or go into the workforce. With this paper-reliant assessment process, there was no way to evaluate the results and identify the areas of improvement, because there was no way to ensure that the students completed the courses needed to successfully perform the competency. The only results available were composite results with no student demographics. This type of assessment was also available only for students who took face-to-face courses on campus, thereby omitting all online and dual credit students.

Course and Program Assessment each take a significant amount of time for faculty to compile and enter results to complete the assessments. Each lead instructor collects information from all sections and compiles the data for reporting. Collecting data from other faculty, adjuncts, and dual credit instructors is a large task which takes the majority of the assessment timeline, thus reducing the time needed for analyzing results and identifying areas for improvement.

In order to continue to improve our assessment for enhancing student learning, the administration has determined that a better, more user-friendly software package designed to assist with data collection and analysis was paramount. We reviewed three software packages and compared their user experiences, interface with the Canvas LMS, and overall statistical analytics that each provided. We also conducted faculty demonstrations and allowed faculty the opportunity to evaluate and provide feedback on the features of each product. Finally, we consulted with other Illinois colleges for recommendation. After all of this research, we determined that the assessment product delivered by HelioCampus, which received the highest rating from faculty, is an ideal fit for the College. HelioCampus allows for full integration with Canvas. Faculty will use their Canvas account to set up assignments, test questions, activities, etc., that will then be evaluated based on defined rubrics with results automatically tabulated. Faculty will not have to wait for others to provide results, as long as each assessment is set up correctly in Canvas.

HelioCampus is a leader in general education core competencies by providing students with an e-portfolio that illustrates what competencies they are excelling in or need additional focus. This e-portfolio also provides them with valuable information to use during job searches.

HelioCampus also has a component for student course evaluations. The current course evaluation process is housed in an older product that is being phased out, so an alternative solution for administering student course evaluations is required. Packaging this in the same software as assessment makes this a more well-rounded product by meeting needs in multiple areas of the College.

The College is currently in a three-year contract with Weave, our current assessment software provider. The Weave contract expires on 6/27/2025, and the plan is to continue utilizing Weave through the end of the contract. With assessment being such a vital part of the success of instructional delivery, we want to ensure that setup for the new software is completed successfully. As a result, we will begin a phased implementation of HelioCampus this spring 2024, using the next year to evaluate the learning outcomes for each course and program in order to ensure we are accurately assessing current workforce demands. A small, piloted approach in fall of 2024 will help to ensure the software is set up correctly and working efficiently before implementation campus-wide in fall of 2025. During this time, faculty who are not a part of the pilot will continue to complete their assessments in Weave to ensure our compliance with ICCB and with HLC for their visit in the spring of 2025.

I respectfully request you approve the contract with HelioCampus to begin immediately while allowing us to finish out our contract with Weave through the extent of that contract.

Cost of Weave Annually: \$10,497.50 which has already been pre-paid through 6/27/2025

Schedule for HelioCampus:

Accreditation and Planning + Outcomes Assessment - Beginning February 2024.

Course Evaluations - Beginning February 2024

Future Additional Components beginning in Year 3

Faculty Activities and CV - February 2026

Skills and Credentialing - February 2026

Accreditation, Assessment, Skills, Course Evaluations, and Faculty Activity & CV (5 years)									
Components	IPEDs FTE	Year 1		Year 2		Year 3		Year 4	
		Recurring	One-Time	Recurring	Recurring	One-Time	Recurring	Recurring	
Accreditation and Planning + Outcomes Assessment	3,742	\$35,000	\$11,550	\$36,750	\$38,588	\$0	\$40,517	\$42,543	
Course Evaluations		\$7,484	\$2,470	\$7,858	\$8,251	\$0	\$8,664	\$9,097	
Faculty Activity & CV		\$0	\$0	\$0	\$7,484	\$2,470	\$7,858	\$8,251	
Skills & Credentialing		\$0	\$0	\$0	\$14,968	\$4,939	\$15,716	\$16,502	
Sub Total		\$42,484	\$14,020	\$44,608	\$69,291	\$7,409	\$72,755	\$76,393	
Partnership Discount		(\$4,248)		(\$4,461)	(\$6,929)		(\$7,276)	(\$7,639)	
Total		\$38,236	\$14,020	\$40,147	\$62,362	\$7,409	\$65,480	\$68,754	



Master Subscription Agreement

The documents below describe the relationship between HelioCampus, Inc. (“*HelioCampus*”) and the Client identified below (“*Client*”) (each of HelioCampus and Client, a “*Party*”). The documents attached to this cover page consist of the Master Terms and Conditions, which describe the general legal terms governing the relationship, and one (1) or more Orders, attachments, schedules, or addenda setting forth additional details (collectively, the “*Agreement*”). This Agreement will become effective when this cover page is executed by authorized representatives of both Parties (the “*Effective Date*”).

CLIENT INFORMATION :	
Name/Client : <u>Lake Land College</u>	Principal Contact Person : <u>Lisa Cole</u>
Address: <u>5001 Lake Land Blvd.</u>	Title: <u>Director of Data Analytics</u>
<u>Mattoon, IL 61938</u>	Phone: <u>217-234-5280</u>
	Fax: _____
	Email Address: <u>lcole@lakelandcollege.edu</u>
Billing Contact: <u>Madge Shoot</u>	
Title: <u>Comptroller</u>	
Phone: <u>217-234-5375</u>	
Fax: _____	Client Tax ID Number: <u>E0008-2171-04</u>
Email Address: <u>mbailey1292@lakelandcollege.edu</u>	

FOR INTERNAL HELIOCAMPUS USE ONLY:
Contract #: _____

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CLIENT: _____

HelioCampus, Inc.

By (Signature): _____

By (Signature): _____

Name (Printed): Jonathan Bullock

Name (Printed): _____

Title: President

Title: _____

Date: February 12, 2024

Date: _____

Master Terms and Conditions

1. **DEFINITION OF TERMS.** The following terms have the following meanings:

1.1 “Client Data” means the information, data, media and content provided by Client to HelioCampus under this Agreement and/or through Client’s use of the Platform, including as applicable data provided from Client Source Systems.

1.2 “Confidential Information” means all confidential or proprietary information disclosed by one Party to the other in connection with this Agreement. Without limiting the generality of the foregoing, Confidential Information shall include: (a) Client Data (as defined herein) and non-public information, documentation, and materials, which may be disclosed or made available from any source or in any form relating to the Client’s business, financial information, employees, programs, documentation, techniques, trade secrets, and systems and (b) HelioCampus’ Proprietary Items. Confidential Information shall include the terms and pricing in this Agreement, but not the fact that this Agreement has been signed, the identity of the Parties or the identity of the Services provided hereunder.

1.3 “Custom Developments” means the custom configurations, code, dashboards, reports, workbooks, or other developments, including the structure, sequence, organization, analytics and look and feel of such custom items for use on the Platform created by: (a) HelioCampus for Client or by Client using the Subscription Service or Professional Services, and (b) Client on its own using its own resources. Any rights granted to the Custom Developments pursuant to Section 8 do not include rights to any third party software or code used to create the Custom Developments.

1.4 “Documentation” means HelioCampus’ standard user guides and manuals relating to the Subscription Service and Platform, including on-line help, as updated from time to time.

1.5 “Order” means an order or statement of work that is executed by both Parties and references this Agreement and that sets forth as applicable the Platform, associated fees, Services, and other agreed terms. Schedule A sets forth the initial Order including any initial Services.

1.6 “Platform” means HelioCampus’ proprietary software, technology, tools, algorithms, predictive models, database schemes, database, systems, dashboards and analytics (including all Custom Developments and functionality), hardware, and technology infrastructure supporting the Subscription Service up to the Service Limits, as identified in an Order.

1.7 “Professional Services” means one-time training, data conversion, customization, deployment, and/or implementation services as agreed by the Parties in an Order.

1.8 “Proprietary Items” means, collectively, the Subscription Service, Platform, and Documentation, the visual expressions, screen formats, report formats and other design features of the Subscription Service and Platform, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Subscription Service, Platform, or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Subscription Service, Platform, or Documentation, all derivative works (as such term is used in U.S. copyright laws) based upon any of the foregoing, deliverables and work product arising from the Services, and all copies of the foregoing.

1.9 “Subscription Service” means subscription-based software as a service that is ordered by Client under a subscription Order and/or other subscription services, such as ongoing advisory and decision support services, including limited access and use rights to the Platform in accordance with the Documentation and this Agreement. Subscription Service does not include Professional Services.

1.10 “Services” mean, collectively, the Subscription Service and the Professional Services acquired by Client under an Order.

1.11 “Service Limits” mean the applicable limits relating to a certain aspect of the Platform or Subscription Service as set forth in the Order (or otherwise in this Agreement).

1.12 “Source System” means a Client database containing Client Data that is connected to and/or feeds data to the Platform, as specified in the Order or otherwise agreed in writing by the Parties.

1.13 “Subscription Term” means the duration of Client’s right to receive, access, and use the Subscription Service and Platform, as set forth on an Order (the **“Initial Subscription Term”**) and any subsequent Renewal Subscription Terms. In the event that such duration is not specified on the applicable Order, the Subscription Term shall be thirty-six (36) months. The Parties shall negotiate, and mutually agree in writing to any renewal of the Initial Subscription Term (each, a **“Renewal Subscription Term”**).

2. SUBSCRIPTION RIGHTS AND OBLIGATIONS

2.1 Implementation. HelioCampus will implement the Platform and Subscription Service as set forth in the Order. All Source Systems must be identified before the Platform can “go live” and be made available to Client. Client will make Client’s Source System’s readily available and accessible to HelioCampus so that HelioCampus can access and extract the data from Client’s Source Systems and load the relevant Client Data on the Platform; HelioCampus will provide information to Client to assist Client in this task. Once the Platform is implemented and the initial set of Source Systems identified and connectors made available to Client, subject to Client’s timely compliance with its obligations as set forth within this Section 2.1, HelioCampus will make the Platform and Subscription Service generally available to Client (the “Go Live Date”). Client agrees: (a) to cooperate with HelioCampus in providing HelioCampus with access to the Source Systems and Client Data in order to extract the relevant Client Data and establish a means of regularly extracting such Client Data on an ongoing basis, including installing any connectors provided by HelioCampus for the identified Source Systems and to make those Source Systems available to the Platform; (b) to make reasonably available both Client subject matter experts and subject matter experts in the Client Source Systems; and (c) to make available in a timely manner, all technical documentations, business process and other critical documents that are necessary to aid in the implementation of the connectors for the relevant Source Systems. Client is responsible for providing all reasonably requested assistance to HelioCampus pursuant to this Section 2.1 and for timely compliance with the implementation plan provided by HelioCampus to Client so that HelioCampus is able to meet the time frame set forth in the implementation plan. Notwithstanding any of the foregoing, except as otherwise agreed to by the parties, Client acknowledges and agrees that HelioCampus will begin to invoice Client the applicable Subscription Service fees beginning from the Effective Date, and Client will pay such applicable fees in accordance with Section 5 below.

2.2 Subscription Rights; HelioCampus Obligations. Subject to the terms and conditions of this Agreement, on the Go-Live Date, HelioCampus shall make available to Client on a non-exclusive and non-transferable basis during the Subscription Term the Subscription Service in accordance with the Documentation and applicable Order(s). In addition, HelioCampus will:

(a) host, operate, maintain, and support the Platform as necessary to make available the Subscription Service subject to the Service Limits;

(b) specify to Client the procedures according to which Client may establish and obtain access to and use the features and functions of the Subscription Service and Platform, including, without limitation, providing any access codes, passwords, web-sites, connectivity standards or protocols, or any other relevant procedures; and

(c) from time-to-time in accordance with HelioCampus’ generally applicable procedures, make available and implement upgrades, enhancements, and error corrections (collectively, “Updates”) at no additional charge when such Updates are generally made available to its other clients at no additional charge. HelioCampus will initially install Updates on a Client test environment and, if the Update appears to work as expected there, the Update will be installed in Client’s staging/training environment and Client will be notified. Client agrees to promptly review the Update and, once approved by Client, the Update will be moved to Client’s production environment.

2.3 Service Limits. HelioCampus will not be obligated to provide the Platform or Subscription Service in excess of the applicable Service Limits. Once a given Service Limit is reached, HelioCampus will notify Client of that fact and provide the Client the opportunity to order additional capacity in order to increase the applicable Service Limit. Any increase in capacity will require a new Order, an amendment to the applicable Order, and/or the payment of fees as set forth in the Order. Once the Service Limit is exceeded, Client will no longer have the ability to use any data beyond the limit and may be unable to upload any new data or information to the Subscription Service. The relevant Service Limits for the Platform will be set forth in the applicable Order.

2.4 Authorized Access. Unless otherwise specified in the applicable Order, (a) the Subscription Service is purchased on a named user basis and such use and access of the Subscription Service is limited to the specified number of named users set forth in the Order, (b) additional named user licenses may be added during the Subscription Term at HelioCampus’ then current standard fees by executing an additional Order, and (c) the added subscriptions shall terminate on the same date as the initial seat subscriptions. Any individuals that use or access the Subscription Service or Platform must access the Subscription Service and Platform through the specified means. Client may not use indirect access to access the Subscription Service or Platform. Once a named user is no longer employed by Client or reassigned, such that the named user no longer has access to the Platform (on a permanent basis), the license for that named user may be reassigned to a new named user.

2.5 Client Responsibilities. Client shall (a) be responsible for connecting to and using the Subscription Service and Platform made available to it in accordance with this Agreement, (b) making all Source Systems available to HelioCampus, (c) be responsible for all users acts and omissions, (d) be responsible for the accuracy, quality, integrity and legality of Client Data and the means by which such data was acquired, (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service or Platform, and notify HelioCampus promptly of any such unauthorized access or use, (f) use the Subscription Service and Platform only in accordance with this Agreement, the Documentation and applicable laws and regulations, and (g) reasonably cooperate with HelioCampus as necessary for HelioCampus to perform its obligations. Client shall make available in a timely manner at no charge to HelioCampus all facilities, databases and equipment, programs, data, files, documentation, test data, or other information and resources required by HelioCampus for the performance of the Subscription Service. Client shall be responsible for, and assumes the risk of, any

problems resulting from, the content, accuracy, completeness and consistency of all data, materials and information supplied by Client. Client shall reimburse HelioCampus for any additional efforts or costs it incurs as a result of Client's failure to perform its obligations.

2.6 Restrictions. Client shall not (and shall not permit any authorized user to: (a) make the Subscription Service or Platform available to any third party other than authorized users associated with Client, (b) resell, lease, distribute, transfer or otherwise make available the Subscription Service or Platform on a time-sharing or service bureau basis to a third party, (c) use the Subscription Service or Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Subscription Service or Platform to store or transmit malicious code, (e) use or access the Subscription Service or Platform in any way that threatens the integrity, performance, or availability of the Subscription Service or Platform or any data therein, (f) attempt to gain unauthorized access to the Subscription Service, Platform or the data stored or processed therein, other than authorized Client Data, (g) use any means to attempt to circumvent, or otherwise circumvent any Service Limits; (h) load, or permit the loading, of Client Data in violation of any applicable, law, rule or contract; or (i) decompile, disassemble, or reverse engineer the Subscription Service or Platform, in whole or in part. HelioCampus may restrict or prohibit access to Client if HelioCampus reasonably suspects Client is breaching its obligations under this Section.

3. PROFESSIONAL SERVICES

3.1 HelioCampus Obligations. Client may engage HelioCampus to perform certain Professional Services in connection with the Subscription Service or Platform, including, without limitation, data conversion, customization (as agreed upon by the parties, based on Client business rules that need to be met), training, deployment, implementations, integration, or other Professional Services, through Professional Service Orders. Any Order for Professional Services shall describe the fees, costs and expenses payable by Client to HelioCampus and any assumptions or dependencies relating to such Professional Services. HelioCampus shall have no obligation to perform any Professional Services until an Order for such Professional Services has been executed. Professional Services do not include any bundled analyst services made available as part of the Subscription Service.

3.2 Modifications and Change Control. A Party may request a modification to the Professional Services by written request to the other Party and specifying the desired modification(s). After receiving a request from Client, HelioCampus shall submit an estimate of the impact for such modifications and a revised estimate of the time for performance following receipt of such request and all required information. Modifications shall be performed under the terms of this Agreement and the applicable Order once mutually agreed. Modifications in any Order shall become effective only when executed by authorized representatives of both Parties.

4. CLIENT DATA

4.1 Client Data. Client acknowledges and understands that use of the Subscription Service or Platform will permit or require Client to provide certain Client Data to HelioCampus up to the amount set forth on an Order (the "*Data Limit*"). If no Data Limit is specified on an Order then the Data Limit shall be one (1) terabyte of data. If Client's actual data usage exceeds the Data Limit, Client will have been deemed to have reached its Service Limit and must execute an additional Order or an amendment to the existing Order for additional data storage, and/or to pay additional fees as set forth in the Order. HelioCampus shall not be required to accept any Client Data beyond the Data Limits.

4.2 Source Systems. Client acknowledges and understands that use of the Subscription Service or Platform will permit or require Client to identify and make available certain Source Systems to HelioCampus up to the amount set forth on an Order (the "*Source System Limit*"). If no Source System Limit is specified on an Order, then the Source System Limit shall be one (1) Source System. If Client desires to add additional Source Systems (in addition to the number set forth in an Order, Client will have been deemed to have reached its Service Limit and must execute an additional Order or an amendment to the existing Order for additional Source Systems. HelioCampus shall not be required to connect to any Source Systems beyond the Source System Limits. The LMS and SIS will be identified as part of onboarding planning.

4.3 Data Ownership. All Client Data shall be considered proprietary to Client. HelioCampus will only use Client Data for performing Services, and as authorized under this Agreement.

4.4 Data Safeguards. HelioCampus shall maintain reasonable and appropriate data safeguards and procedures designed to prevent the unauthorized use or disclosure of Client Data as required under applicable laws ("*Data Safeguards*"). HelioCampus will use industry standard encrypted VPN connections or cloud vendor connection services in order to protect Client Data during transfer to and from cloud services. HelioCampus uses multi-factor authentication for HelioCampus VPN connections and remote server connections to prevent access by unauthorized third parties. For cloud services, HelioCampus uses industry standard TLS/SSL based encryption technologies intended to ensure the data transmitted cannot be observed by third parties. HelioCampus will grant access permissions for critical files on a need-to-know basis and with documented oversight. HelioCampus will update OS software monthly, or whenever a security vulnerability is discovered. HelioCampus will periodically maintain archives and back-ups of Client Data in accordance with HelioCampus' generally applicable disaster recovery and business continuity procedures and industry standards. HelioCampus obtains an annual SOC2 Type II report and will provide the latest SOC2 report (to be treated as HelioCampus Confidential Information) to Client

annually. In the event of unauthorized access to Client Data, HelioCampus will: (a) provide notice to Client without undue delay; (b) work with Client to provide any responses and notices required by law or Client's reasonable internal policy and procedures; (c) provide reasonably requested information to Client; and (d) update its security protocols as reasonably necessary.

4.5 End of Subscription Term. No earlier than 30 calendar days after termination of the applicable Order (unless a different data retention period has been agreed in the Order), HelioCampus may destroy all Client Data. Upon Client's request made prior to the end of the data retention period, HelioCampus will provide Client with a copy of Client Data in a commercially supported flat file or csv format. Also, upon Client's request, HelioCampus will provide a certification of destruction at the end of the retention period or upon completion of a Client destruction request.

4.6 Business Continuity. HelioCampus will maintain a business continuity plan to assist recovery of any Service for Client in the event of any discontinuation of Service. HelioCampus will provide Client with a copy or summary of its business continuity plan relevant to the Service upon Client's request.

5. PAYMENTS

5.1 Fees and Expenses. In consideration for the subscriptions granted to Client and the performance of HelioCampus' other obligations under this Agreement, Client shall pay to HelioCampus, without offset or deduction, the fees and expenses as determined under the Orders and this Agreement. The fees for Professional Services shall be based upon HelioCampus' standard professional fee rates then in effect, unless otherwise stated in an applicable Order. HelioCampus reserves the right to increase the fees each year, but must provide notification of such increases at least thirty (30) days in advance. Unless otherwise provided in an Order, all such fees shall be due and payable within thirty (30) calendar days after an invoice is issued by HelioCampus. Whenever any Services are provided by HelioCampus at a Client location or any other location requested by Client other than one of HelioCampus' locations, Client shall reimburse HelioCampus for reasonable travel, lodging, meal and related expenses incurred by HelioCampus representatives in providing such Services. Client will be responsible for all expenses and costs associated with all travel that is requested by Client outside of the normal course of business (e.g. the costs of travel relating to additional analyst support as requested by Client).

5.2 Taxes. The fees and other amounts payable by Client to HelioCampus do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services, Platform, Documentation, or otherwise, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon HelioCampus' net income. Client shall directly pay any such taxes assessed. Client shall promptly reimburse HelioCampus for any taxes payable or collectable by HelioCampus (other than taxes based upon HelioCampus' net income). If Client has provided HelioCampus with proof of its tax-exempt status, then, in the event that Client's tax exempt status should become altered, Client shall be obligated to notify HelioCampus immediately of any such modification and Client shall become liable for all taxes as set forth above. In the event Client fails to notify HelioCampus of any such change, Client shall be liable for payment of any tax related penalties or interest assessed against HelioCampus or Client as a result of such Client failure.

5.3 Payment Terms. Fees and expenses shall be invoiced by HelioCampus as set forth in the Order. If not specified in an Order, fees shall be payable in advance upon execution of the Order and expenses as incurred. If not specified in a Professional Services Order, 50% of fees will be invoiced upon execution and the remaining 50% invoiced upon order completion and expenses as incurred. All invoices shall be sent to Client's address for invoices as designated by Client or, if not designated, then the address printed on this Agreement. If any Client payment is more than thirty (30) days past due, interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue, unless the non-payment is subject to a Good Faith Dispute. All fees and other amounts paid by Client under this Agreement are non-refundable. All dollar amounts referred to in this Agreement are in United States Dollars. "Good Faith Dispute" means a good faith dispute by Client of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (a) Client has given written notice of the dispute to HelioCampus promptly after receiving the invoice and (b) the notice explains Client's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed.

5.4 Suspension. In the event that Client's account is more than thirty (30) days overdue, HelioCampus shall have the right, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Client's use of the Subscription Service and Platform and/or delivery of Professional Services, without further notice to Client, until Client has paid the full balance owed, plus any interest due.

6. WARRANTIES AND LIMITATIONS

6.1 Performance Warranties. The Subscription Service and Platform shall perform as described in the then current Documentation in all material respects. The Professional Services shall be performed in a good and workmanlike manner. Client will within thirty (30) days of delivery of the service notify HelioCampus of any non-conformance to these warranties. HelioCampus' only obligation under these warranties is to correct any failure to so perform, or if such correction is not possible in a commercially reasonable timeframe, refund the fees paid for the specific non-conforming services during the periods of non-conformance (or portion thereof reflecting the diminution in value of such services). The HelioCampus Support Policies have been included as Schedule B to this Agreement.

6.2 Client Warranty. Client represents and warrants that Client has all necessary rights to use and provide the Client Data to HelioCampus. Client further represents and warrants that Client is not violating any existing agreements or laws and regulations by providing HelioCampus with Client Data.

6.3 Compliance with FERPA. HelioCampus acknowledges Client's obligation under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"). HelioCampus will comply with FERPA, if and to the extent applicable, and acknowledges that it may not disclose, re-disclose, make available or distribute any information about any student or graduate of Client or their educational records made available hereunder (the "FERPA Records") in violation of FERPA. Notwithstanding the foregoing, or any other provisions of this Agreement to the contrary, HelioCampus acknowledges and agrees that any FERPA Records which it may have access to or possess by virtue of this Agreement, may be used only in connection with the performance of the Subscription Service and may not be used for any other purpose, nor disclosed to any third party, without the prior written consent of Client unless required by applicable laws or for Client's accounting or regulatory purposes. If HelioCampus receives a lawfully issued subpoena or court order for such FERPA Records, it shall notify Client and allow Client a reasonable amount of time to take such action as Client shall deem appropriate or required by laws, if required by FERPA. HelioCampus acknowledges that it understands that FERPA generally requires that notice be provided to the student(s) whose FERPA Records are subject to the subpoena or court order before disclosure of the FERPA Records in compliance with the subpoena or court order. HelioCampus provides the following assurances to Client in accordance with FERPA: (a) HelioCampus will use or further disclose FERPA Records only as permitted by this Agreement or required by law, and HelioCampus will establish appropriate safeguards designed to prevent access, use or further disclosure of FERPA Records, except as permitted by this Agreement or required by law; (b) HelioCampus will report any access, use or disclosure of FERPA Records to Client that is not permitted under the Agreement, to the extent required by FERPA; (c) HelioCampus will make an accounting of requests for and its disclosures of FERPA Records and any other access, use or further disclosures available to the individuals affected thereby as required by FERPA; (d) HelioCampus will impose these FERPA requirements, if applicable, on any agents, subcontractors or any other third party acting on HelioCampus' behalf, to whom HelioCampus discloses FERPA Records in performing its obligations under this Agreement; (e) HelioCampus will make certain of its books, FERPA Records and practices concerning use and disclosure of FERPA Records available to, and as required by, the Department of Education or applicable law; (f) HelioCampus will only disclose FERPA Records to its employees to the extent such employees have a specific "need to know" the FERPA Records to carry out the purposes and intent of this Agreement; and (g) following termination, HelioCampus shall, except as limited by applicable law or as required for HelioCampus' accounting, legal or regulatory purposes, upon request of Client return or destroy all FERPA Records in its possession and, upon request, shall certify in writing to Client that all such copies have been returned or destroyed in compliance with HelioCampus' document retention policies.

6.4 Exclusion for Unauthorized Actions and Results of Use. HelioCampus shall have no liability under any provision of this Agreement with respect to any performance problem, delay, or other matter to the extent attributable to any unauthorized or improper use or modification of the Subscription Service, Platform, Documentation, or Professional Services deliverables, any unauthorized combination with other services, deliverables, platforms, software, hardware, or technology, or any act or omission by Client, its affiliates, or other authorized users or other representatives or contractors. Client is solely responsible for the results obtained from the use of the Services, Platform, and Documentation.

6.5 Disclaimer. EXCEPT AS EXPRESSLY STATED ABOVE IN THIS SECTION 6 AND FROM THE MARKETING MATERIALS HELIOCAMPUS PROVIDED TO CLIENT, THE SERVICES, PLATFORM, AND DOCUMENTATION ARE PROVIDED "AS IS" AND HELIOCAMPUS MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT. HELIOCAMPUS MAKES NO REPRESENTATIONS OR WARRANTIES, NOR SHALL HELIOCAMPUS HAVE ANY LIABILITY WITH RESPECT TO, ANY THIRD PARTY DATA (WITHOUT LIMITING ANY LIABILITY FOR LOSS OR DISCLOSURE OF ANY CLIENT'S AUTHORIZED USERS' DATA ARISING FROM A BREACH BY HELIOCAMPUS OF THIS AGREEMENT), PRODUCTS OR SERVICES.

6.6 Damage Limitation. In no event will HelioCampus be liable for any indirect, incidental, special, exemplary, or consequential damages, or for any loss of revenue, loss of profit, savings or data, arising in connection with this agreement or the use of any Services, Platform, or Documentation based on any theory of contract, tort, strict liability, negligence, or otherwise, even if advised of the possibility of such damages. Except for a third party infringement claim under Section 9 (Indemnification), HelioCampus' total liability under this Agreement and all Orders shall under no circumstances exceed the fees actually paid by the Client to HelioCampus under the applicable Order giving rise to the claim or this Agreement if such claim does not relate to a specific Order. Notwithstanding the foregoing, HelioCampus' total liability under this Agreement arising under its indemnification obligations under Section 9 of this Agreement shall under no circumstances exceed five (5) times the fees due from the Client to HelioCampus for that contract year under the Agreement.(including those fees that the Client already paid to HelioCampus.for that year). In the event that the indemnification claim arises after the termination, expiration, or renewal of this Agreement, HelioCampus's damage limitation will be determined based on the fees paid under the last year of this Agreement.

6.7 Other Limitations. The warranties made by HelioCampus in this Agreement, and the obligations of HelioCampus under this Agreement, run only to Client and not to any third party. Under no circumstances shall any Client affiliate, Client customer, student, contractor, or user, or any other third party be considered a third-party beneficiary of this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Client more than one (1) year after Client first has knowledge of the basis for

the action or claim. The Client and HelioCampus have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability is to be limited in accordance with the provisions of this Agreement.

6.8 Third Party Software. The Subscription Service and Platform may contain third party software, code and/or components that require Client to enter into a separate agreement with such third party. Client acknowledges and agrees that HelioCampus may incorporate into, or use in conjunction with, the Platform, certain third party software programs or applications (the “Third Party Software”). Client’s use of the Third Party Software must be in compliance with the terms and conditions set forth in the license(s) therefore (the “Third Party Software License”). Except as otherwise set forth in the Third Party Software License, the Third Party Software is provided “as is”, and without representation or warranty of any kind. HelioCampus does not make any representations or warranties with respect to the Third Party Software. Client hereby agrees to use the Third Party Software in accordance with the terms and conditions of the applicable Third Party Software License, and agrees to indemnify, defend and hold harmless HelioCampus from all claims, losses, damages, expenses or actions arising from Client’s breach of any of the terms and conditions of such Third Party Software License.

7. Confidentiality

7.1 General Confidentiality Provisions. All Confidential Information of a Party (“Disclosing Party”) in the possession of the other (“Receiving Party”), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality of the Confidential Information. Information will not constitute the other Party’s Confidential Information if it (a) is already known by the Receiving Party without obligation of confidentiality; (b) is independently developed by the Receiving Party without access to or use of the Disclosing Party’s Confidential Information; (c) is publicly known without breach of this Agreement; or (d) is lawfully received from a third party without obligation of confidentiality. The Receiving Party will not use or disclose any Confidential Information except as expressly authorized by this Agreement and will protect the Disclosing Party’s Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonable level of care under similar circumstances. The Receiving Party will take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party’s Confidential Information. Notwithstanding the foregoing, the Receiving Party will not be in violation of this Section 7 with regard to a disclosure that was in response to a valid order or requirement by a court or other governmental body or otherwise required by law, provided that unless prohibited by law the Receiving Party gives the Disclosing Party prior written notice of such disclosure in order to permit the Disclosing Party to seek an appropriate protective order. Information that is disclosed pursuant to a valid court or governmental order shall not lose its status as Confidential Information. HelioCampus shall comply with all applicable privacy and data security laws, rules, regulations, including but not limited to, as applicable, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99 (“FERPA”), the Personal Information Protection Act, 815 ILCS 530 *et seq.*, and the Illinois School Student Records Act, 105 ILCS 10 *et seq.* HelioCampus will never disclose such personally identifiable information to anyone other than Client or to its employees and contractors with a need to know in order to perform under this Agreement, unless given express permission to do so by the individual’s whose personally identifiable information is being disclosed or unless required by law .

7.2 Client Obligations. Client is expressly prohibited from making copies of or retaining any Confidential Information of HelioCampus, provided by HelioCampus under this Agreement or otherwise accessed by Client. In the event that Client downloads any Confidential Information of HelioCampus through its use of the Platform and/or Subscription Service, Client must comply with the obligations upon termination relating to such Confidential Information as further set forth in Section 10.3 of this Agreement.

8. OWNERSHIP OF PROPRIETARY ITEMS

8.1 General. All Proprietary Items provided to or accessed by Client under this Agreement are being made available on a strictly confidential and limited use basis in accordance with this Agreement and have great commercial value to HelioCampus. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Client under this Agreement. HelioCampus reserves all rights not expressly granted by this Agreement.

8.2 Title and Ownership. All right, title, and interest in and to the Proprietary Items (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are and will remain the sole and exclusive property of HelioCampus. Any derivative works, modifications, or enhancements relating to the Proprietary Items (whether created alone by either Party or jointly by or on behalf of both Parties or their representatives through Professional Services or otherwise) will be solely and exclusively owned by HelioCampus. Client hereby assigns to HelioCampus any rights, title and interest, including all intellectual property rights in any feedback, suggestions, ideas, derivative works, modifications, enhancements, or improvements related to the Proprietary Items that Client or any of its authorized users or representatives provide, propose, create, conceive, author or develop relating to this Agreement or their use of the Subscription Service or Platform. Client will execute and deliver (or cause its representatives to execute and deliver) any additional documents deemed reasonably necessary or appropriate to perfect, maintain, protect, or enforce HelioCampus’ rights described above and the intent of this Section.

8.3 Custom Developments.

8.3.1 HelioCampus Created Custom Developments. If HelioCampus creates a Custom Development for Client, HelioCampus shall own all right and title to such Custom Development (which will be considered a Proprietary Item under this Agreement) and HelioCampus grants Client a worldwide, perpetual right and license to use, copy, display, create derivative works and otherwise modify the Custom Development for Client's operations.

8.3.2 Client Created Custom Developments. If Client creates a Custom Development on its own, Client shall own all right and title to such Custom Development; however, Client grants to HelioCampus an irrevocable, non-exclusive, royalty free right and license to use the Custom Development in HelioCampus' performance of the Subscription Service. Notwithstanding the foregoing, HelioCampus may create and make available to its other clients, items that are similar to the Custom Development created by Client, provided that HelioCampus does not use any Client Confidential Information in the creation of such other items and Client hereby waives any right it may have to stop HelioCampus from creating similar items or seek compensation from HelioCampus from the creation of such items and further covenants it shall not sue HelioCampus or its other customers for the use of items created by HelioCampus without the use of any Client Confidential Information. Client acknowledges and agrees that even though Client retains all right and title to Client-created Custom Developments, HelioCampus makes no representations or warranties relating to the functionality of the Custom Developments. HelioCampus has no responsibility for the functionality of any Custom Developments created by Client.

8.3.3 Custom Developments after Subscription Term. Client acknowledges and agrees that the Custom Developments may have limited functionality and may not be functional at all after the Subscription Term, because Client is not granted any rights or license to the underlying data systems or technology that are required for the Custom Developments to function.

9. INDEMNIFICATION

HelioCampus shall defend, indemnify, and hold Client harmless against all: (a) third party intellectual property infringement suits brought against Client, and will pay any settlement approved by HelioCampus, or any damages finally awarded in such suit, insofar as such suit directly arises out of Client's use of the Platform or Subscription Service, only as expressly authorized under this Agreement, and (b) third-party claims and suits against Client arising from a breach of HelioCampus' privacy or security obligations under this Agreement; provided that Client gives HelioCampus (a) prompt written notice of such claim; (b) sole authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as HelioCampus may reasonably request, at HelioCampus' expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, HelioCampus shall have no obligation or liability under (a) above to the extent that the alleged infringement or misappropriation arises from (1) the combination, operation, or use of the Proprietary Items with products, services, deliverables, materials, technologies, business methods or processes not furnished by HelioCampus; (2) modifications which were not made by HelioCampus; or (3) Client's breach of this Agreement or use of the Proprietary Items other than in accordance with this Agreement (collectively, "**IP Exclusions**"). Upon the occurrence of any claim for which indemnification is or may be due under Section 9(a), or in the event that HelioCampus believes that such a claim is likely, HelioCampus may, at its option (i) modify the Proprietary Item so that it becomes non-infringing, or substitute functionally similar services, platforms, deliverables, or documentation; (ii) obtain a license to the applicable third-party intellectual property; or (iii) terminate this Agreement (or the applicable Orders) on written notice to Client and refund to Client any pre-paid fees for Subscription Service not provided. The obligations set forth in this Section shall constitute HelioCampus' entire liability and Client's sole remedy for any infringement or misappropriation suit. Nothing in this provision or in this Agreement may be applied or deemed to be a waiver of the defenses available to either party under the Illinois Local Government and Governmental Employees Tort Immunity Act or to which the party would be entitled under statute or common law.

10. TERMINATION

10.1 Either Party may terminate this Agreement or an Order immediately on giving notice in writing to the other Party if the other Party:

(a) commits a material breach (including any non-payment of fees due other than fees subject to a Good Faith Dispute) and, in the case of a material breach capable of being cured, failed to cure that breach within sixty (60) days after the receipt of a request in writing to cure such breach; or

(b) files for bankruptcy;

(c) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it;

(d) makes an assignment for the benefit of all or substantially all of its creditors; or

(e) enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations; provided, however, if the non-terminating party provides adequate assurances regarding its ability to continue performing the other Party may not terminate.

10.2 HelioCampus may terminate this Agreement or the applicable Order if Client fails to remit payment (other than fees subject to a Good Faith Dispute) and does not cure such payment discrepancy within thirty (30) days of the provision of notice.

10.3 Client may terminate this Agreement or an Order for convenience by providing at least ninety (90) days written notice to HelioCampus. In the event of Client's termination of this Agreement for convenience in accordance with this Section, Client agrees to pay HelioCampus any third-party costs that have been prepaid or costs otherwise incurred by HelioCampus in connection with the provision of the Services to Client, as well as any additional reasonable costs and expenses incurred by HelioCampus as a result of such termination.

10.4 Termination of this Agreement shall terminate all Orders then in effect. Upon any termination or expiration of this Agreement, whether under this Section 10 or otherwise, HelioCampus shall perform its data transfer and destruction obligations under Section 4.5 of the Agreement and Client shall: (a) discontinue all access and use of all Proprietary Items and Confidential Information, (b) promptly return to HelioCampus all copies of the Documentation and any other Proprietary Items then in Client's possession or control, and (c) certify in writing that all copies of the HelioCampus Proprietary Information and Confidential Information have been permanently deleted. Client is expressly prohibited from retaining any Confidential Information or Proprietary Items of HelioCampus past the term of this Agreement. Client shall remain liable for all payments due to HelioCampus with respect to the period ending on the date of termination. For any termination other than a termination for cause by Client in accordance with Section 10.1, the balance of all remaining subscription fees relating to the then current Subscription Term will be due and payable. The provisions of Sections 4.5, 5, 6, 7, 8, 9, 10.3, and 11 shall survive any termination or expiration of this Agreement.

11. OTHER PROVISIONS

11.1 Non-Solicitation. Client shall not directly or indirectly solicit for employment any employee of HelioCampus for the duration of the Agreement and for twelve (12) months after the termination or expiration of the Agreement; provided, however, that there shall be no prohibition on Client from employing such a person who, without any solicitation or encouragement: (i) responds to an employment opportunity advertised or posted on a company website, in a newspaper, or any hard copy or electronic advertisement or (ii) attends a job fair.

11.2 Compliance with Laws. Each Party shall keep informed of and comply with all applicable federal, state and local laws and regulations in connection with their business, operations, and obligations under this Agreement.

11.3 Notice. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the first business day after being sent by a reputable overnight delivery service. Either Party may change its address for notices by giving written notice of the new address to the other Party.

11.4 Parties in Interest. This Agreement shall bind, benefit and be enforceable by and against HelioCampus and Client and, to the extent permitted hereby, their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the other Party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, the following shall not be considered "assignments" for purposes of this Agreement: HelioCampus' assignment of this Agreement or of any HelioCampus rights under this Agreement to HelioCampus' successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and HelioCampus' assignment of this Agreement to any person or entity to which HelioCampus transfers any of its rights in the Proprietary Items.

11.5 Export Laws and Use Outside of the United States. Client shall comply with the export related laws and regulations. Client shall not export or re-export directly or indirectly (including via remote access) any Proprietary Items (or parts thereof) to any applicable jurisdiction or entity prohibited by law or to which a license is required without first obtaining a license from the applicable regulatory authority.

11.6 Relationship. The relationship between the Parties under this Agreement is that of independent contractors and not partners, joint venturers or agents.

11.7 Entire Understanding. This Agreement, which includes and incorporates Orders, attachments, and any other schedules, exhibits and addenda attached to it, states the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. In the event of any conflict between these Terms and Conditions and an Order, the Order shall govern.

11.8 Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of both Parties. This Agreement may not be modified or amended without written agreement of the Parties. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement.

11.9 Severability. If any portion of any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, (a) such unenforceable portion of the provision will be deemed severed from this Agreement, (b) the validity and enforceability of the remaining portion of the provision and the other provisions of this Agreement will not be affected or impaired, and (c) this Agreement will be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.11 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Illinois without regard to choice of law principals; provided, however, that the terms of any applicable law now or hereafter enacted that is based on or similar to the uniform computer information transactions act drafted by the national conference of commissioners on uniform state laws shall not apply. Venue for any claim or suit arising under this Agreement shall be Coles County, Illinois.

11.12 Force Majeure. Except with respect to Client's payment obligations, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm, sickness, pandemic, epidemic, quarantine restriction, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care.

11.13 Restrictions on Use of Client's Name. Client authorizes HelioCampus to use Client's name and logo in any routine list of HelioCampus clients and as a reference. HelioCampus may not use Client's name or logo in any other marketing, including in any press release, without the prior written consent of Client.

11.14 Government End-Users. Each of the Subscription Service, Platform, Documentation, and related items are intended to be "commercial items" to the maximum extent permitted under the US Code of Federal Regulations and any similar laws. All government end users only have the rights set forth herein.

11.15 Insurance. Throughout the term of this Agreement, HelioCampus shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause Lake Land College (the "College"), its board of trustees, individual board members, officers, employees, agents, representatives, and volunteers, to be named as additional insureds on the Commercial General Liability, Automobile Liability and Umbrella / Excess Liability policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A / XV. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to College. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to College prior to any termination, cancellation or material amendment to that policy. Upon execution of this Agreement and on an annual basis thereafter during the term of this Agreement or any extension thereof, HelioCampus shall furnish to the College certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	Per Occurrence: \$1,000,000 Aggregate: \$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$3,000,000
Professional Liability:	\$3,000,000
Cyber Insurance:	\$2,000,000 (including coverage for security breaches)

[END OF MASTER TERMS AND CONDITIONS]

Schedule A – Statement of Work

Assessment Management Platform

This Statement of Work (“SOW”) describes the implementation and onboarding services which HelioCampus will provide to support Lake Land College’s use of the HelioCampus integrated Assessment Management Platform. This SOW is subject to the terms of the Master Subscription Agreement (the “Agreement”).

1. Implementation and Onboarding

HelioCampus will provide implementation and onboarding services to include the following:

Planning

- Conduct planning activities and core project team kick off, to be scheduled within 10 days after the date of this SOW. The kick-off call will include discussion of the data import specifications, authentication, email, LMS integration, and more.
- Identify staff who will fill key roles and serve as subject matter experts (SMEs). The Client team typically includes the following:
 - Technical Lead: Coordinates the technical implementation and systems integration process. Serves as the main point of contact for any changes to Data Files, SSO, SFTP and/or LMS Integration
 - Project Manager: Responsible for the overall project and serves as the primary point of contact to interface with the HelioCampus Team.
 - Assessment Management Platform Admin(s): Expert on the functionality of the product and which solutions are adopted at the institution. Responsible for internal training, coordination of support and ongoing operations of the platform.
 - Assessment Lead: Responsible for planning and coordination of assessment processes on campus.

The HelioCampus team typically includes:

- Project Manager: Responsible for the overall project and serves as the main point of contact for conversations between HelioCampus and the institution.
- Client Success Lead: Responsible for the overall success of the client during the SOW and beyond
- Technical Lead: Responsible for planning and coordination of technical implementation and systems integration
- Create project plan, customized for resource availability and other dependencies. The onboarding plan will be jointly determined and will reflect Client’s needs to the extent possible.

Technical Implementation

- Establish URL for Assessment Management Platform
- Install and configure cloud-hosted, dedicated Platform instance for Lake Land College. The Assessment & Accreditation Management and Planning & Workflow components as shown below are included in scope in Year 1:
 - Accreditation & Planning

- Self-Study
 - Program Review
 - Strategic Planning
 - Data Collection & Workflow
 - SIS Integration & SSO
 - Comprehensive Reporting
 - Outcomes Assessment
 - Curriculum Mapping
 - Learning Outcomes Assessment
 - Juried Assessment
 - Co-curricular Assessment
 - Syllabus Management
 - LMS Integration
 - Skills & Achievements
 - Comprehensive Learner Record
 - Badging
 - Student Portfolio
 - Course Evaluations (Add-on)
 - Faculty Activity & CV (Add-on)
- Establish integrations with systems for automated data import and user access
 - Single sign-on (SSO) integration with Identity Provider (IdP)
 - Student Information System (SIS) integration via daily SFTP uploads or API
 - Learning Management System (LMS) integration via LTI and API
 - Email service integration for Assessment Management Platform notifications
 - Integrations limited to one integration for each system outlined above.
 - This phase typically lasts 8 – 12 weeks. Completion of this phase depends on Client’s resource availability to review files, identify errors and approve file exchange, and connect with HelioCampus’ technical team to work through any import issues and needs.
 - Onboarding and Technical Implementation of Client’s dedicated platform instance includes the following:
 - Establish URL for Client’s dedicated platform instance
 - Installation and configuration of Client’s platform instance
 - (1) SSO, (1) SIS, and (1) LMS Integration for automated data import and access
 - A one-time import of Client’s Programs, Program Learning Outcomes, Course Learning Outcomes, and accreditation standards and templates for regional and programmatic self-studies
 - Setup and configuration of key structural elements (Campus/College/Department)

Onboarding and Success Planning

- Conduct discovery sessions to inform the development of a Success Plan for adoption and usage. Discovery provides an opportunity for Client’s team and HelioCampus implementation team to review goals, set timelines and identify areas to start within the platform.
- Provide virtual user training on the platform based on priorities outlined in the **Project Plan**.
- Following onboarding with Client’s team, where HelioCampus provides Client with training on the platform based on Client’s success plan, HelioCampus employs a train-the-trainer model as well as other modalities to enable ongoing support and guidance. Client’s team will work with HelioCampus’s Client Success and

Management teams on successful onboarding, adoption, and sustainability of HelioCampus Assessment & Credentialing on Client's campus. Training is executed in alignment with a success plan immediately following technical implementation. Timelines vary based on technical implementation, complexity and milestones.

- Meetings are typically held via Zoom and occur on a regular cadence. First, weekly, then bi-weekly, monthly and as needed.
- Meeting durations run 30-60 minutes typically.
- Training is typically held via Zoom, but the parties can discuss on-site visits and other training modalities tailored to Client's specific needs, which will incur an additional fees and expenses. Capacity in most training sessions is 15 participants.
- Training includes informal participant pre and post assessment, as well as a post-session survey, which HelioCampus uses to improve the quality of the training provided.
- Trainings occur initially on the different platform features using a train-the-trainer model. HelioCampus has a dedicated Training and Onboarding Consultant responsible for conducting solution and feature oriented training for clients.
- Additional training for later implementation of features and other uses of the product would occur as needed using a train-the-trainer model. These may incur an additional cost.
- Training durations are usually 60-90 minutes but can also be shorter or longer durations as decided by the Client and HelioCampus teams.
- Support materials are distributed to team members. We have a dedicated Documentation Manager responsible for maintaining and updating our resources and materials.
- Client will have access to the HelioCampus online Support Portal and Knowledge Base. Clients are able to submit and track tickets via the Support Portal.
- The Knowledge Base includes access to articles, resources, how-to guides, and other helpful content. It is also connected to the Support Portal, enabling Knowledge Base articles to be suggested when submitting tickets to allow users to self-serve and expedite time to resolution.

2. Platform Delivery

The Assessment Management Platform will be considered delivered and operational upon completion of the Technical Implementation step above and successful demonstration of the following ("Acceptance Criteria"):

1. The platform is accessible through the agreed upon URL
2. Login to instance of the Assessment Management Platform is possible using a single sign-on (SSO) account
3. Availability of SIS and LMS data in the platform
4. (1) SSO, (1) SIS, and (1) LMS Integration for automated data import and access
5. A one-time import of Client's Programs, Program Learning Outcomes, Course Learning Outcomes, and Client's accreditation standards and templates for regional and programmatic self-studies
6. Setup and configuration of key structural elements (Campus/College/Department)
7. Technical Documentation is provided.

3. Ongoing Subscription Services

HelioCampus will support adoption of the Assessment Management Platform by providing the following services:

Success Plan Management and Adoption

- Meet regularly with designated staff to help execute the Success Plan and stay on track with Success Plan milestones.
- Support Services
 - Web-based and email support for end users
 - Support hours are weekdays 8:30 AM through 5:00 PM U.S. Eastern Standard Time
- DevOps and Maintenance Services
 - 24/7 system backup and up-time monitoring of the Assessment Management Platform instance
 - Automatic updates and releases to software platform as they become commercially available
- All HelioCampus interactions will be conducted over tele-conference and web-based engagement tools. On-campus activities shall be planned in coordination with leadership, when appropriate.

4. Data Infrastructure

The HelioCampus integrated Assessment Management Platform will be built on the following data infrastructure:

Data Infrastructure
<ul style="list-style-type: none"> ● SaaS solution hosted in a private cloud instance only accessible by the Institution. The current hosting provider is Quonix ,located in Philadelphia. Amazon EC2 cloud is the backup/recovery site provider. ● Microservices architecture and a single-tenant database architecture for institutional data, with separate individual dedicated instances for each client institution on both application and database ● Depending on the service and security requirements of the data (data that's not institution-specific or not classified as private), some of the services use multi-tenant database partitions. This model provides a good balance, in ensuring data security, integrity, and performance while maintaining flexibility and scalability.

5. Key Roles and Responsibilities

This scope of services includes the following key HelioCampus roles.

Role	Responsibility
Project Manager	Project Manager is responsible for the overall project and serve as the main point of contact for conversations between the HelioCampus and the Institution.
Client Success Lead	Client Success Lead is responsible for the overall success of Client during this SOW and beyond.
Technical Lead	Technical Lead is responsible for planning and coordination of the technical implementation and systems integration.

Lake Land College agrees to assemble a University Team and designate staff to fill the following key roles.

Role	Responsibility
Project Manager	Project liaison who will serve as the primary point of contact to interface with HelioCampus.
Assessment Lead	Assessment Lead is responsible for planning and coordination of assessment across campus.
Technical Lead	Technical Lead is responsible for coordinating the technical implementation and systems integration.

Role	Responsibility
Assessment Management Platform Administrator	Assessment Management Platform Administrator is responsible for training, coordination of support and on-going operations of the platform.
SME	

6. Additional Terms and Assumptions

The following terms and assumptions apply to this SOW.

Terms and Assumptions
<ul style="list-style-type: none"> ● The length of the Initial Subscription Term is five (5) years, renewable annually thereafter by mutual agreement of the Parties. ● The Institution is responsible for providing subject matter experts (SMEs) to assist in the implementation and project planning services provided under this SOW. ● The Institution will complete a review of all draft documents requiring client feedback and will provide reasonably requested information and other approvals within five business days, unless a longer review timeframe is mutually agreed upon. ● The Institution's project manager or designate is responsible for coordinating all project meetings that involve stakeholders. ● The Institution must notify HelioCampus of any upgrades or changes to the Student Information System (SIS), LMS, or other systems included in the Assessment Management Platform integrations. Upgrades or changes to the Institution's systems after the Technical Implementation phase will be assessed to determine impact and potential need for a separate or amended Statement of Work for data integration updates. ● Any travel expenses incurred during this scope of services will be pre-approved. ● There is a limit of 1TB of data storage. Storage in excess of 1TB shall be passed through to the client at the relevant AWS rate. HelioCampus shall notify Client when data storage capacity is at or above ninety percent (90%) and shall work with Client to remove any data deemed unnecessary by the parties for the further execution of this Agreement. ● Client agrees to use the Platform solely for the benefit of Client's full-time student enrollment (FTE) according to Client's most recent Fall semester Integrated Postsecondary Education Data System (IPEDS) report (Active Learners). Client understands that its right to use the Platform, and the fees herein, are directly subject to the number of Active Learners. The number of Active Learners above represents the maximum number of Active Learners allowable during the Subscription Term. Client will provide an updated calculation of Active Learners for every renewal term, if any, and notify HelioCampus if, at any time during the Subscription Term, the number of Active Learners exceeds the number in this SOW by ten percent (10%). HelioCampus reserves the right, upon thirty (30) days' notice to Client, to upwardly adjust subscription fees for any such increase of more than ten percent (10%). Notwithstanding the foregoing notification obligations of Client, HelioCampus may notify Client if it determines that an increase in Active Learners has occurred and initiate a price adjustment as described herein.

- Authorized Access/License Grant: Subject to the conditions herein, HelioCampus hereby grants Client a limited, non-exclusive, non-transferable, non-sublicensable right to use the Platform during the applicable Subscription Term(s), commencing upon the earlier of the Start Date noted above. This license grant shall include the right of Client to allow its Permitted Users (as herein defined) to access and use the Platform in accordance with the applicable Schedule. “Permitted Users” means those persons authorized by Client to access and use the Platform on Client’s behalf, which may include faculty, employees, agents and/or contractors of Client, as well as Client’s Active Learners as set forth on the Order Form; provided that (a) any right granted to use the Platform by Client to third-party Permitted Users under this Agreement is strictly limited to use for Client’s benefit in connection with the Permitted Users’ performance of services for Client, and (b) Client shall be liable for its Permitted Users’ compliance with this Agreement and all other policies applicable to the Services.
- Client will provide HelioCampus with identified points of contact as described in this SOW (“University Team”) who will receive all communications regarding the Services; failure to provide such contacts may result in an increase or change to the services scope, fees, and/or length. The University Team must have the authority to act for Client in all aspects of services, including but not limited to bringing issues to the attention of the appropriate persons within Client’s organization and resolving conflicting requirements. Additionally, the University Team will (a) ensure that any communications between HelioCampus and Client, including scope related questions or requests, are made through the appropriate personnel, (b) provide timely access to technical and business points of contact, and required data/information for matters related to the scope of the services; (c) ensure attendance by key Client contacts at Client meetings and presentations, (d) ensure that HelioCampus personnel have reasonable and safe access to the Services site, internet connectivity, a safe working environment, adequate working space, and appropriate facilities (including projector and whiteboard access, to the extent so required) for meetings. Client must inform HelioCampus of all access issues, required security measures, and provide access to all necessary facilities. Client will back up its files and data prior to HelioCampus’ commencement of the Services.
- Client’s users may be required to observe a code of conduct or policy relating to use of the Platform, including content standards and rules for communication with and among other users. As between HelioCampus and Client, in the event of any conflict between the terms of the Agreement and this SOW on the one hand, and the terms of any such policy, the terms of the Agreement and this SOW shall prevail.

7. Pricing Summary

Accreditation, Assessment, Skills, Course Evaluations, and Faculty Activity & CV (5 years)								
Components	IPEDs FTE	Year 1		Year 2	Year 3	Year 4		Year 5
		Recurring	One-Time	Recurring	Recurring	One-Time	Recurring	Recurring
Accreditation and Planning + Outcomes Assessment	3,742	\$35,000	\$11,550	\$36,750	\$38,588	\$0	\$40,517	\$42,543
Course Evaluations		\$7,484	\$2,470	\$7,858	\$8,251	\$0	\$8,664	\$9,097
Faculty Activity & CV		\$0	\$0	\$0	\$7,484	\$2,470	\$7,858	\$8,251
Skills & Credentialing		\$0	\$0	\$0	\$14,968	\$4,939	\$15,716	\$16,502
Sub Total		\$42,484	\$14,020	\$44,608	\$69,291	\$7,409	\$72,755	\$76,393
Partnership Discount		(\$4,248)		(\$4,461)	(\$6,929)		(\$7,276)	(\$7,639)
Total		\$38,236	\$14,020	\$40,147	\$62,362	\$7,409	\$65,480	\$68,754

- Year 1 Subscription and Implementation One-Time Fee will be invoiced upon contract signing and due 30 calendar days.
- Annual Subscription Fees for subsequent years are invoiced annually, up to 45 calendar days in advance of the anniversary of the subscription start date.
- Payments are due within 30 calendar days of the date of the invoice.
- Subscription Start Date, defined as 10 business days following execution of SOW.
- The pricing provided does not represent any applicable taxes which Lake Land College may be responsible. If Lake Land College is not able to provide a current tax-exempt certificate, Lake Land College will be responsible for all applicable taxes.
- Additional services not included in this Statement of Work (SOW) are subject to Client's agreement and will be billed in accordance with a separate SOW or billed monthly at \$250/hour, as incurred.

CLIENT:

HelioCampus, Inc.

By (Signature): _____

By (Signature): _____

Name (Printed): Jonathan Bullock

Name (Printed): _____

Title: President

Title: _____

Date: February 12, 2024

Date: _____

SCHEDULE B

HelioCampus Assessment Support Policies

System Availability

“**Downtime**” means any amount of time during a calendar quarter period in which the Platform is not available on a HelioCampus server due to servers or systems under control of HelioCampus.

“**Scheduled Downtime**” means Downtime during a calendar quarter period that is a) Any downtime that is scheduled and announced by HelioCampus at least one week in advance or b) Emergency downtime that is required to restore software or remediate security vulnerabilities.

“**Availability %**” means the time in the calendar quarter period, less Downtime, plus Scheduled Downtime, with the result expressed as a percentage of the time in the period.

Service Levels. HelioCampus requests clients notify HelioCampus of forecasted peak activity periods. HelioCampus strives for 99.9% monthly average Availability of its Service.

HelioCampus doesn't consider the following as downtime

- Unsupported use of the Platform by the Client
- Data latency or data unavailability as a result of an uncommunicated or uncoordinated change(s) in Client Systems
- Downtime as a result of internal failures of HelioCampus's hosting provider
- Downtime due to a force majeure event; operation under a disaster recovery plan; or provision of Services after the expiration of the Term of the Agreement.

HelioCampus does not control the flow of data to or from the Platform and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions caused by these third parties can produce situations in which the Platform's connection to the Internet (or portions thereof) may be impaired or disrupted. Although HelioCampus will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, HelioCampus cannot guarantee that they will not occur.

Customer Support

Support Contacts

HelioCampus provides Assessment platform support directly to designated platform administrators. Clients' Assessment platform administrators are identified during the implementation process.

Our support model is one in which our clients' platform administrators provide direct support to their end users¹ and are expected to raise issues on their behalf. HelioCampus will redirect support requests from end users that aren't designated platform administrators back to clients.

Upon receipt of support requests via our support portal or, if available, our support email address, the HelioCampus support team will make commercially reasonable efforts to triage the request, confirm receipt, and request additional information, if necessary, within the below identified Initial Response Times.

Target Initial Response Times for Assessment Service Requests

Priority Level ²	Response Time
Critical	2 business hours
Major	1 business day
Moderate	2 business days
Minor	3 business days

Support Hours

HelioCampus provides support Monday through Friday, 9:00 AM to 5:30 PM U.S. Eastern time, excluding HelioCampus holidays. HelioCampus typically celebrates the following holidays:

- New Year's Day,
- MLK Day,
- Memorial Day,
- Juneteenth,
- Independence Day,
- Labor Day,
- Thanksgiving Day and the day after Thanksgiving
- Christmas Eve, Christmas Day, and December 26th through December 31st.

These holidays may vary slightly from year to year.

Support requests submitted outside of our normal hours will be responded to when we return. HelioCampus will make commercially reasonable efforts to respond to these support requests within the Initial Response Times listed above.

¹ **End users** include students, faculty, and most staff, unless otherwise designated as a HelioCampus Assessment platform administrator.

² Priority Levels

- **Critical:** Assessment Platform ceases to function in the production environment such that Client cannot reasonably continue to use the Platform, there is ongoing data corruption, or improper PII leakage

- **Major:** Important features of the Assessment Platform are unavailable or malfunction in a production environment, but the Client is able to continue to use other features in the Platform.
- **Moderate:** A non-critical feature of the Assessment Platform is impacted, or an important feature is impacted and there is a workaround.
- **Minor:** Assessment Platform is mostly functional but not performing as expected. Impact is limited to the “look” and “feel” of the system.



Memo

To: Dr. Josh Bullock, President

From: Jeremy Moore, Facilities Planning Manager

Date: February 7, 2024

Re: Approval of Proposal for Cleaning Services for Effingham Technology Center

The College recently solicited proposals for general office cleaning services for the Effingham Technology Center (ETC), as well as an alternate bid for the Kluthe Center.

For the bidding process, we advertised in major daily in-district newspapers and mailed proposals to all interested companies. A total of three proposals were received. Below is a listing of the proposals that were received:

<u>Name</u>	<u>Base Bid (ETC)</u>	<u>Alternate (Kluthe)</u>	<u>Total</u>
ESS Clean, Inc. Urbana, Illinois	\$4,457/month	\$3,673/month	\$8,130
Contractors Enterprises, Inc. Tallahassee, Florida	\$4,000/month	\$3,000/month	\$7,000
C.E. Berry Janitorial Service Overland, Missouri	\$18,000/month	\$8,276/month	\$26,276

Based on the proposals received, and despite their bid not being the lowest, I recommend that we award this bid and initiate a contract with ESS Clean, Inc. of Urbana, Illinois, for cleaning services at the Effingham Technology Center and Kluthe Center. ESS Clean, Inc. will be providing staffing and management out of their Effingham, IL office. Selecting a vendor within our district enhances accountability and oversight. The numerous benefits associated with selecting an in-district vendor far outweigh the potential cost savings of choosing an out-of-district, and out of state alternative. This decision reflects our commitment to supporting local businesses and ensuring the successful execution of the contract.

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

LAKE LAND COLLEGE BID TABULATION

Lake Land College
5001 Lake Land Boulevard
Mattoon, Illinois 61938

Lake Land College Cleaning Services Bid Tab

BID DATE: February 7, 2024 - 12:00 PM

CONTRACTOR	Base Bid Effingham Technology Center	Alternate Kluthe Center	Total Bid			
ESS Clean, Inc. Urbana, Illinois	\$4,457/month	\$3,673/month	\$8,130			
Contractors Enterprises, Inc. Tallahassee, Florida	\$4,000/month	\$3,000/month	\$7,000			
C.E. Berry Janitorial Service Overland, Missouri	\$18,000/month	\$8,276/month	\$26,276			



MEMO

To: Dr. Josh Bullock, President
 From: Madge Shoot, Comptroller
 Date: February 7, 2024
 Subject: Audit Firm Fee Increase

Memo

At the February 2023 board meeting the College approved the contract with Martin Hood LLC for preparation of the College audit for FY 2023, FY 2024 and FY 2025. I was notified that Martin Hood LLC will now be increasing the fees for the FY 2024 and FY 2025 audits. The renewal rates are listed below

<u>Firm name</u>	<u>2024</u>	<u>2025</u>
Martin Hood, LLC 2507 South Neil Street Champaign, IL 61820	\$79,900	\$83,895

Martin Hood LLC originally quoted a price of \$71,400 for the FY 2024 audit and \$75,000 for the FY 2025 audit. The increase for FY 2024 is 11.5% and FY 2025 is an additional 5% versus the original quote. However, over the three-year term of their original bid proposal, this represents about an 8% increase. Thus, a new bid is not required per Board Policy 10.22 (4.D.).

It is my recommendation that the Board of Trustees approve this increase for the FY 2024 and 2025 audit.

I will be available for any questions you may have.

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
February 12, 2024**

The following employees are recommended for FMLA leave. Board policy 05.04.12.

Coonce, Amy	2/6/24-3/25/24
Hinote, Peighton	1/1/24-intermittent
McClelland, Morris	1/16/24-2/8/24

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Considine, Kerry	Community Learning Instructor Primary Position Sign Language Interpreter	3/1/24
Huston, Ruby	Community Learning Instructor Primary Position Adult Education Instructor	1/15/24
Jackson, Lainey	Adjunct Faculty Social Science Division Primary Position Athletics Oper Dev Sp/H Coach	1/8/24
Kidwell, Tina	Allied Health Den Clinical Instructor (hourly) Primary Position Adj Faculty Allied Health	1/8/24
Moore, Tina	Community Learning Instructor Primary Position Director of Career Services	1/24/24
Smith, Logan	Adjunct Allied Health Division Substitute Primary Position Allied Health Den Cln Hr	1/5/24
Watkins, Crystal	IEL Instructor Primary Position Adult Education Instruct	1/22/24
Full-time		
Tawdros, Nermin	Data Analyst & Assessment Coordinator Primary position IEL Instructor	2/13/24

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
de Kovachich, Sean	Bookstore Rush Worker	1/2/24

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Full-time		
Conley, Eva	Correctional Office Assistant	1/8/24
Hawkins, Anna	Correctional Office Assistant	1/8/24

Part-time

Foreman, Kay	Allied Health PTA Clinical Instructor (hourly)	1/8/24
Kidwell, Tina	Adjunct Faculty Allied Health Division	1/8/24
Knodle, Cody	Assistant Livestock Judging Coach	1/25/24
Parr, Keedran	College Advancement Intern	1/25/24
Strader, Wyatt	Technical Support Assistant	1/23/24
Tawdros, Nermine	IEL Instructor	1/9/24

Part-time Grant Funded

Trainor, Sophie	Agriculture Education Intern	2/5/24
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Unpaid

Hughes, Maisy	Marketing and Public Relations Intern	1/10/24
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College Work Study

Gentry, Wyatt	College Work-Study	1/25/24
Hoene, Gage	College Work-Study	2/1/24
Little, Diamond	College Work-Study	1/31/24
Skolte, Gerald	College Work-Study	1/26/24
Adams, Trisha	Correctional Office Assistant	12/29/23

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Chism, Michael Shawn	Associate Dean Joliet	2/9/24
Evans, David	Correctional Automotive Technology Instructor	1/8/24
Kingery, Rachael	Alternative Education Instructor	1/2/24
Overstreet, Desiree	Adult and Alternative Ed Coordinator	2/2/24
Roberts, Wrobria	Administrative Assistant Humanities	1/3/24
Part-time		
Logan, Empress	College Work-Study	1/5/24
Mitchell, Mabry	Newspaper Editor - Student Newspaper	12/6/23
Mtonga, Abigail	Bookstore Rush Worker	12/18/23
Shelton, Brian	Pathways Classroom Assistant	1/18/24
Thomason, Deborah	Special Asst to the VP for Academic Services	11/13/23