

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book
January 13, 2020
Regular Meeting No. 637

	Page
Agenda for, January 13, 2020, Regular Meeting	3
Minutes for December 9, 2019, Regular Meeting	6
Supplemental Information for January 13, 2020, Regular Meeting	26

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

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



Regular Meeting No. 637
Monday, January 13, 2020, 6:00 p.m.
Board & Administration Center, Room 011, Mattoon
Agenda

I. Routine.

A. Call to Order.

B. Roll Call.

C. Consent Item.

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

1. Approval of Minutes of December 9, 2019, Regular Meeting.
2. Approval of Minutes of December 9, 2019, Closed Session.
3. Approval of Agenda of January 13, 2020, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement. For summary and details of bills refer to:
http://www.lakeland.cc.il.us/col/board_minutes/download.cfm
5. Destruction of Tape Recording of July 16, 2018, Closed Session.

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

III. Hearing of Citizens, Faculty and Staff.

IV. Committee Reports.

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

V. Business Items.

A. Non-Action Items.

	Board Book Page Number(s)
1. Quarterly Investment Report.	
2. Data Point Discussion – College Level Key Performance Indicators and the Strategic Plan Bi-Annual Report.	
3. Proposed Revisions to Board Policy 05.20 – <i>Holidays and Summer Work Week.</i>	26-29
4. Proposed Revisions to Board Policy 11.04 – <i>Harassment</i> and 11.04.01 – <i>Sexual Harassment and Sex Discrimination.</i>	30-45
5. Calendar of Events.	46-47
6. Correspondence.	

B. Action Items.

	Board Book Page Number(s)
1. Approval of Proposed Revisions to Board Policy 05.36 – <i>Abused and Neglected Child Reporting Policy.</i>	48-50
2. Approval of Proposed Revisions to Board Policy 05.04.11 – <i>Parental Leave.</i>	51-53
3. Approval of Proposed Revisions to Board Policy 05.04.13 – <i>Military Leave.</i>	54-56

- | | |
|---|---------|
| 4. Acceptance of Reporting of November 2019 Financial Statements. | 57-62 |
| 5. Approval of Recipient of Clem G. Phipps Exemplary Trustee Award. | 63 |
| 6. Approval of Faculty Seniority Listing. | 64-73 |
| 7. Approval of 2020 Schedule of Board of Trustees Meeting. | 74 |
| 8. Acceptance of John Ullrich Grant Award. | 75-77 |
| 9. Acceptance of 2019 USDA Distance Learning and Telemedicine Grant Award. | 78-80 |
| 10. Approval of Bid for CTS Performance Contract for Workforce and Community Education Building Project. | 81-112 |
| 11. Acceptance of Bids for Nine Components of the Workforce and Community Education Building Project. | 113-130 |
| a. Concrete | |
| b. Epoxy | |
| c. General Trades | |
| d. Painting | |
| e. Flooring | |
| f. Pre-Engineered Metal Building | |
| g. Casework | |
| h. Doors, Frames and Hardware | |
| i. Controls | |
| 12. Closed Session.
Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1), closed session is called to consider the appointment, employment, compensation, performance, discipline or dismissal of specific employees. | |
| [Return to Open Session - Roll Call] | |
| 13. Appointment of Vice President for Business Services as Discussed in Closed Session. | |
| 14. Approval of Human Resources Report as Discussed in Closed Session. | 131-133 |

VI. Other Business. (Non-action)

VII. Adjournment.

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



Regular Board Meeting No. 636
Board and Administration Center, Room 011, Mattoon, IL
December 9, 2019

Minutes

Call to Order.

Chair Reynolds called the December 9, 2019, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board & Administration Center, Mattoon.

Roll Call.

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

Trustees Absent: None.

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

Approval of Consent Items.

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

1. Approval of Minutes of November 11, 2019, Regular Meeting.
2. Approval of Minutes of November 11, 2019, Closed Session.
3. Approval of Agenda of December 9, 2019, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$	308,497.58
----------------	----	------------

Building Fund	\$	256,987.41
Site & Construction Fund	\$	117,180.52
Bond & Interest Fund	\$	6,485,965.44
Auxiliary Services Fund	\$	22,499.64
Restricted Purposes Fund	\$	409,683.36
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	21,108.21
Student Accts Receivables	\$	122,442.41
Total	\$	7,744,364.57

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

5. Destruction of Tape Recording of June 11, 2018, Closed Session.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Committee Reports.

ICCTA/Legislative.

Trustee Sullivan said Lake Land College will be the host site for an ICCTA East Central Region meeting on February 20, 2020. He said the focus of the meeting will be mental health issues for community college students.

Resource & Development.

Trustee Sullivan, Committee Chair, said the Committee met last month for an in-depth review of items that will appear later in the agenda.

Finance.

Trustee Storm, Committee Chair, said the Committee met recently for an in-depth review of items that will appear later in the agenda. He said he will report on the Committee's review of each item as they are discussed by order of the agenda.

Buildings & Site.

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

Foundation.

Dr. Bullock introduced Ms. Christi Donsbach as the new Executive Director for College Advancement. Chair Reynolds thanked Ms. Jackie Joines, outgoing Executive Director for College Advancement, for her service to the Foundation and the College.

Student Report.

Student Trustee Kile provided an update on upcoming student events.

President's Report.

Dr. Bullock said:

- We received \$884,697 in payments from the Illinois Department of Corrections (IDOC) for FY 2019, leaving just under \$5,000 in outstanding invoices.
- We received a payment of \$45,900 for the Illinois Department of Juvenile Justice (IDJJ) contract for FY 2019. Just under \$10,000 remains outstanding for FY 2019.
- For FY 2020 we have billed \$2,169,659.80 through October for IDOC and \$143,739.09 through September for IDJJ. We have not received any payments for FY 2020 invoices.
- The State of Illinois issued payments of \$324,963 for FY 2020 credit hour reimbursement, and \$954,148 for FY 2020 equalization since our November meeting.
- Congratulations to faculty member Daniel Allen and adjunct faculty member Tiffany Gibson, for being recognized in a recent Journal Gazette-Times Courier article for their work with the Science Club at the Riddle Elementary School. Thank you for your commitment to our community!
- Thank you to the trustees, students and staff who participated in the Luther Student Center Grand Reopening. It was a successful, well-attended event and the Rededication Ceremony was a fitting tribute to the legacy and lasting impact of Dr. Robert Luther and his service to Lake Land College.

Business Items.

Non-action Items.

2019 Annual Assessment Report.

Trustees heard a presentation from Ms. Lisa Madlem, Director of Academic Support and Assessment, about the College's efforts to develop a culture of assessment. She highlighted the 2019 Annual Assessment Report.

Faculty Focus on Advancing Student Success - "No budget? No problem! How to develop online orientation."

Trustees heard a presentation from Ms. Heather Nohren, Academic Counselor and Coordinator of Orientation Programs, about the online orientation program she helped develop. She highlighted the success of the program since it was launched one year ago and the outreach she has received from staff at numerous other colleges and universities inquiring about the program.

Data Point Discussion – Spring 2019 Community College Survey of Student Engagement Results.

Trustees heard a presentation from Dr. Lynn Breer, Director of Institutional Research and Reporting, regarding the results of the Community College Survey of Student Engagement (CCSSE) conducted at Lake Land this past spring.

Post-Issuance Tax Compliance Report.

Dr. Bullock updated the Board on the College's compliance with all applicable federal tax requirements related to tax advantage obligation bond record-keeping requirements.

Mental Health Early Action on Campus Act – Public Act 101-0251.

Trustees heard an update from Ms. Beth Gerl, Vice President for Student Services, regarding the administration's efforts underway to enhance mental health awareness for Lake Land students and to expand area partnerships to provide students greater access to mental health counseling services. She briefly highlighted components of the recently passed legislation on Mental Health Early Action on Campus Act – Public Act 101-0251. She and Dr. Bullock highlighted actions the College has taken thus far to work toward compliance with this law, which will take effect July 1, 2020. However, they both emphasized the administration's commitment to enhance mental health awareness and access to services regardless of whether or not this new Act receives state funding that would trigger various mandated compliance components of the law.

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

Trustees reviewed a recommendation from Ms. Jean Anne Grunloh, Senior Executive to the President, for proposed revisions to Board Policy 05.36 – *Abused and Neglected Child*

Reporting Policy. Trustees also reviewed details of the proposed changes. Dr. Bullock said revisions align the College's Policy with Public Act 101-0564, effective January 1, 2020, which amended the Abused and Neglected Child Reporting Act. He also said revisions clarify the required timeline for initial and ongoing training for employees as mandated reporters and cross references Board Policy 05.37 - *Employee Compliance Training* as the College has already adopted annual training requirements.

Proposed revisions were presented as first reading and will be brought to the Board for action during the January 2020 regular meeting.

Proposed Revisions to Board Policies 05.04.11 – Parental Leave.

Trustees reviewed a recommendation from Ms. Grunloh for proposed revisions to Board Policy 05.04.11 – *Parental Leave*. Trustees also reviewed details of the proposed changes. Dr. Bullock said recommended changes align the College's Policy with Public Act 101-0486, effective August 1, 2020, which amends the School Visitation Rights Act. He said revisions clarify when an employee may be granted unpaid leave to attend school conferences, behavioral meetings or academic meetings relating to the employee's child (as defined by the Act).

Proposed revisions were presented as first reading and will be brought to the Board for action during the January 2020 regular meeting.

Proposed Revisions to Board Policy 05.04.13 – Military Leave.

Trustees reviewed a recommendation from Ms. Grunloh for proposed revisions to Board Policy 05.04.13 – *Military Leave*. Trustees also reviewed details of the proposed changes. Dr. Bullock said recommended changes align the College's Policy with Public Act 100-1101 – Illinois Service Member Employment and Reemployment Rights Act (ISERRA). This law, effective January 1, 2019, repealed the Military Leave of Absence Act. Modeled after the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), he said ISERRA provides that the case law and regulations applicable to the federal law are also applicable to ISERRA.

Proposed revisions were presented as first reading and will be brought to the Board for action during the January 2020 regular meeting.

Calendar of Events.

Trustees received a calendar of upcoming events.

Correspondence.

There were no items of correspondence.

Action Items.

Approval of Proposed Revisions to 24 Policies – Board Policy Manual Annual Review.

Trustees reviewed a memorandum from Dr. Bullock regarding proposed revisions to 24 policies along with a brief synopsis of the need for revisions to each policy.

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

Trustee Sullivan, Resource and Development Committee Chair, said the Committee met in early November to review this recommendation. He said the Committee's consensus was to recommend to the Board approval of revisions to these 24 policies as presented.

Trustee Sullivan moved and Trustee Curtis seconded to approve as presented revisions to 24 Board Policies resulting from the review by the President's Cabinet of the Board Policy Manual in its entirety.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Proposed Revisions to Board Policy 07.07 - Courses from Other Colleges and Universities.

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

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

Trustee Storm moved and Trustee Curtis seconded to approve as presented proposed revisions to Board Policy 07.07- *Courses from Other Colleges and Universities*.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Proposed Revisions to Board Policies 09.09 – Smoking and the Use of Tobacco Products, 11.07 – Drug-Free Workplace and 11.12 – Alcohol and Drugs.

Trustees reviewed a request from Ms. Grunloh regarding proposed revisions to the above three referenced policies.

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

Trustee Sullivan said the Resource and Development Committee had met recently for an in-depth review of this agenda item and the Committee's consensus was to recommend to the Board approval of the proposed revisions as presented to these three policies.

Trustee Curtis moved and Trustee Wright seconded to approve as presented proposed revisions to Board Policies 09.09 – *Smoking and the Use of Tobacco Products*, 11.07 – *Drug-Free Workplace* and 11.12 – *Alcohol and Drugs*.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Proposed Revisions to Board Policy 11.27 – Photo ID Cards.

Trustees reviewed a recommendation from Ms. Grunloh for proposed revisions to the above referenced policy.

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

Trustee Walk moved and Trustee Storm seconded to approve as presented proposed revisions to Board Policy 11.27 – *Photo ID Cards*.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Workers Compensation Policy Renewal.

Trustee Storm said the Finance Committee reviewed the administration's recommendation to renew the College's workers compensation insurance policy with the Illinois Public Risk Fund (IPRF). He said the proposed renewal rate reflects nearly a 6.0% increase in premium costs to the College as compared to the expiring rate. However, because the College again qualifies to receive a Safety Grant from IPRF that exceeds the premium rate increase, the net change

from the expiring year is a decrease of \$3,350 for a 1.5% reduction. He said the Committee's consensus was to recommend to the Board approval of this renewal as presented.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented the renewal of the College's workers compensation insurance policy with the Illinois Public Risk Fund for 2020.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of State Funded Deferred Maintenance Projects.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to approve two projects, replacement of Parking Lots A and B, so that the College can move forward in submitting these projects to ICCB for consideration under the deferred maintenance funding. He said the total estimated costs of these two parking lot replacements is \$4.0 million. Trustees learned that since this is a CDB project, the College would be required to fund 25% of the total cost (\$1 million) and CDB would fund the remaining \$3 million. Trustee Storm said the Committee's consensus was to recommend to the Board approval of this recommendation as presented.

Trustee Storm moved and Trustee Wright seconded to approve for submission to ICCB the replacement of Parking Lots A and B for consideration under the state funded deferred maintenance projects.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Acceptance of Reporting of October 2019 Financial Statements.

Trustees reviewed the October 2019 Financial Statements and a memorandum from Ms. Madge Shoot, Comptroller, regarding a narrative update for the statements and variances. Trustee Storm said the Finance Committee reviewed the financial statements and the Committee's consensus was to recommend to the Board approval as presented.

Trustee Storm moved and Trustee Wright seconded to approve as presented the October 2019 Financial Statements.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Certificate of Tax Levy.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to approve the Certificate of Tax Levy for the 2019 levy year. He said the proposed taxing levy will not exceed a five percent increase over the prior year's extension. Therefore, a notice and a hearing will not be necessary. Trustees learned the College will not know the actual tax rate for the 2019 levy year until late spring when all of the EAV's are finally determined by the 15 individual counties in the Lake Land College district but we are estimating that our rate of levy will decrease to approximately \$.6136 per \$100 EAV, a 2.6% decline in the amount levied overall. Trustee Storm said the Committee's consensus was to recommend to the Board approval of this recommendation as presented.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented the 2019 tax levy and related certificate of compliance.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Appointment of Insurance Benefits Consultant.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to appoint Gallagher Benefit Services, Inc. of Rolling Meadows, Illinois, as the College's exclusive consultant/insurance broker of record. Trustees reviewed the College's RFP for an insurance benefits consultant and the proposal received from Gallagher. Trustee Storm said Gallagher's proposal holds firm an annual fee of \$71,000, paid quarterly, for a period up to three years for all specified benefit consulting services. Additionally, their fee is net of commission and guaranteed from 1/1/2020 through 12/31/2022, with the College having the right to terminate this relationship at its discretion. He said the proposed annual cost with Gallagher represents an annual savings of approximately \$9,000 from the fee structure with our current consultant, J. W. Terrill. Trustee Storm said the Committee's consensus was to recommend to the Board approval of this recommendation as presented.

Trustee Storm moved and Trustee Curtis seconded to appoint Gallagher Benefit Services, Inc. of Rolling Meadows, Illinois, as the College's exclusive consultant/insurance broker of record effective December 10, 2019.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Resolution No. 1219-010 - Authorize Preparation of Tentative Budget.

Trustees heard a recommendation from Dr. Bullock to approve the above referenced Resolution. Trustees reviewed details of the Resolution.

Trustee Sullivan moved and Trustee Walk seconded to approve as presented Resolution No. 1219-010 to authorize preparation of the tentative FY 2021 Budget. [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, Curtis, Reynolds, Storm, Sullivan, Walk and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Resolution No. 1219-011:

Abating the Tax Heretofore Levied for the Year 2019 to Pay Debt Service on General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016B, of Community College District No. 517.

Trustees heard a recommendation from Dr. Bullock to approve the above referenced Resolution. Trustees reviewed details of the Resolution.

Trustee Cadwell moved and Trustee Walk seconded to approve as presented Resolution No. 1219-011, a resolution abating the tax heretofore levied for the year 2019 to pay debt service on General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016B, of Community College District No. 517. [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, Curtis, Reynolds, Storm, Sullivan, Walk and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Resolution No. 1219-012:

Resolution setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds for the purpose of paying claims against the District, and directing that notice of such intention be published as provided by law.

Trustees heard a recommendation from Dr. Bullock to approve the above referenced Resolution. Trustees reviewed details of the Resolution. Dr. Bullock said this action item and the following action item to call for a hearing are the next phases in the bonding process to fund the following projects:

- Workforce and Community Education Building
- Neal Hall Renovation
- Expansion of Solar Energy on Campus
- Technology Refresh Project.

Dr. Bullock said action items will be submitted to the Board through February 2020 to complete the required bond funding steps.

Trustee Cadwell moved and Trustee Sullivan seconded to approve as presented Resolution No. 1219-012 - Resolution setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds for the purpose of paying claims against the District, and directing that notice of such intention be published as provided by law. [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, Curtis, Reynolds, Storm, Sullivan, Walk and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Resolution No. 1219-013:

Resolution calling a public hearing concerning the intent of the Board of Trustees of the District to sell \$12,500,000 Funding Bonds for the purpose of paying claims against the District.

Trustees heard a recommendation from Dr. Bullock to approve the above referenced Resolution. Trustees reviewed details of the Resolution.

Trustee Walk moved and Trustee Sullivan seconded to approve as presented Resolution No. 1219-013 - Resolution calling a public hearing concerning the intent of the Board of Trustees of

the District to sell \$12,500,000 Funding Bonds for the purpose of paying claims against the District. [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, Curtis, Reynolds, Storm, Sullivan, Walk and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Bid for West Building Flooring.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to reject all bids received for West Building Flooring Project. He said the bid requests for this project called for completion between the fall and spring semesters. Trustees learned that since the College received these bids, each of the three bidders have been unable to confirm they would be able to meet the completion date deadline of January 9, 2020.

Trustee Storm said the Committee's consensus was to recommend the Board reject the bids at this time and seek to rebid the project later next spring for a summer completion.

Trustee Storm moved and Trustee Sullivan seconded to reject all bids received for the West Building Flooring Project and rebid the project next spring for a summer completion date.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Bid for Neal Hall Roof.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to approve the bid from Advanced Commercial Roofing of Champaign in the amount of \$564,375 for the Neal Hall Roofing Project. Trustees learned Advanced Commercial Roofing submitted the lowest of two bids received. Trustee Storm said the Committee's consensus was to recommend Board approval of this bid as presented.

Trustee Storm moved and Trustee Curtis seconded to approve as presented the bid from Advanced Commercial Roofing of Champaign, Illinois, in the amount of \$564,375 for the Neal Hall Roofing Project No. 2019-014.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.
Motion carried.

Approval of Additional Funding for the Construction of the Foundation & Alumni Center.

Trustees heard a request from Dr. Bullock for the Board to approve expending up to an additional \$525,000 to fund the planned Foundation & Alumni Center project. He said with Board approval, this will bring the College's total potential investment in the project up to \$725,000 from the initial estimate of \$200,000. He reminded Trustees that in November 2019, the Board approved a Donation Agreement with the Lake Land College Foundation for the reimbursement, in an amount not to exceed \$1.5 million, for the advanced constructions costs of the facility. He said this agreement was approved based upon the estimated total cost for the design and construction of the facility to be approximately \$1.7 million, with the generous donation of the Foundation covering \$1.5 million of the total cost and the College assuming the remaining fiscal responsibility. Trustees learned that on December 4, 2019, the College held a bid opening for the proposed project, with separate bids received for the following aspects:

- CTS Performance Contract
- Site and Structure Demo
- Foundation and Site Concrete
- General Trades Contract
- Roof Installation

Dr. Bullock said based on all bids received and with the recommendation to award the lowest bid for each of the components, the total estimated cost for the project, excluding the College funded bookstore demolition costs of \$20,700, will now be \$2,215,435.

Trustee Storm said the Finance Committee discussed Dr. Bullock's request for this additional funding and each Committee member was supportive of his request.

Trustee Cadwell moved and Trustee Wright seconded to approve expending up to an additional \$525,000 for the design and construction of the proposed Foundation and Alumni Center, bringing the College's potential investment up to \$725,000 from the initial estimate of \$200,000 to fund this project along with the donation of \$1.5 million from the Lake Land College Foundation.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Bid for CTS Performance Contract.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to approve the Performance Contract with CTS Group of St. Louis, Missouri, in the amount of \$1,040,249 for the mechanical, electrical, plumbing, windows and storefront, program management and construction management services for trades direct to the College, all for the Foundation and Alumni Building Project. Trustee Storm said the Committee's consensus was to recommend Board approval of this contract as presented.

Trustees reviewed details of the various bids included within the CTS Performance Contract. Dr. Bullock said CTS had conducted a competitive bid process for all bids included in the overall contract.

Trustee Storm moved and Trustee Walk seconded to approve the Performance Contract with CTS Group of St. Louis, Missouri, in the amount of \$1,040,249 for the mechanical, electrical, plumbing, windows and storefront, program management and construction management services for trades direct to the College, all for the Foundation and Alumni Center Building Project.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Bid for Site and Structure Demo.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to award the bid for the demo component for the Foundation and Alumni Center building project to Grunloh Building, Inc. in the total amount of \$20,700. Trustees reviewed the bid sheet detailing Grunloh Building as lowest bidder. Trustee Storm said the Committee's consensus was to recommend Board approval of this bid as presented.

Trustee Storm moved and Trustee Curtis seconded to approve the bid for the site and structure demo component for the Foundation & Alumni Center project to Grunloh Building, Inc. of Effingham, Illinois, in the total amount of \$20,700.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Bid for Foundation and Site Concrete.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to award the bid for the foundation and site concrete component for the Foundation and Alumni Center building project to Grunloh Building, Inc. in the total amount of \$146,306. Trustees reviewed the bid sheet detailing Grunloh Building as lowest bidder. Trustee Storm said the Committee's consensus was to recommend Board approval of this bid as presented.

Trustee Storm moved and Trustee Curtis seconded to approve the bid for the foundation and site concrete component for the Foundation & Alumni Center project to Grunloh Building, Inc. of Effingham, Illinois, in the total amount of \$146,306.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Bid for General Trades Contract.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to award the bid for the general trades component for the Foundation and Alumni Center building project to Grunloh Construction in the total amount of \$618,000. Trustees reviewed the bid sheet detailing Grunloh Construction as lowest bidder. Trustee Storm said the Committee's consensus was to recommend Board approval of this bid as presented.

Trustee Storm moved and Trustee Cadwell seconded to approve the bid for the general trades component for the Foundation & Alumni Center project to Grunloh Construction Inc. of Effingham, Illinois, in the total amount of \$618,000.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Bid for Roof Installation.

Trustee Storm said the Finance Committee reviewed the administration's recommendation for the Board to award the bid for the roof installation component for the Foundation and Alumni Center building project to D.E. Martin Roofing in the total amount of \$120,587. Trustees reviewed the bid sheet detailing D.E. Martin Roofing as lowest bidder. Trustee Storm said the Committee's consensus was to recommend Board approval of this bid as presented.

Trustee Storm moved and Trustee Walk seconded to approve the bid for the roof installation component for the Foundation & Alumni Center project to D.E. Martin Roofing of Lebanon, Illinois, in the total amount of \$120,587.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Proposal from CampusWorks for Enrollment Management Consulting.

Trustees heard a recommendation from Ms. Gerl for the Board to approve a proposal from CampusWorks, Inc. of Bradenton, Florida, in the amount of \$91,390 plus travel expenses for enrollment management consulting services over an approximate three to four month period in 2020. Trustees reviewed details of CampusWorks' proposal in response to the College's RFP. Ms. Gerl highlighted CampusWorks' proposed services, expertise, and timeline of activities. Ms. Gerl and Dr. Bullock reported on their process to conduct reference checks.

Trustee Storm moved and Trustee Cadwell seconded to approve the proposal from CampusWorks, Inc. of Bradenton, Florida, in the amount of \$91,390 plus travel expenses for enrollment management consulting services over an approximate three to four month period in 2020.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Closed Session.

8:00 p.m. – Trustee Walk moved and Trustee Cadwell seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(21) to discuss the minutes of meetings lawfully closed under the Open Meetings Act.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Return to Open Session – Roll Call.

8:04 p.m.

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

Trustees Absent: None.

Approval of Release or Non-Release of Closed Session Minutes as Discussed in Closed Session.

Trustee Curtis moved and Trustee Cadwell seconded to approve the release of closed session minutes within the six-month period since June 10, 2019, including section 2 of the June 10, 2019 Board meeting, section 1 of the August 12, 2019 Board meeting, section 2 of the September 9, 2019 Board meeting, and section 1 of the November 11, 2019 Board meeting (closed session #1), and not approve the release of closed session minutes for all other sections in this review period as the need for confidentiality still exists. Chair Reynolds said this action followed discussion on the topic held in closed session.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Human Resources Report.

Trustees reviewed the Human Resources Report. Dr. Bullock highlighted a few of the recommended personnel changes.

Trustee Cadwell motioned and Trustee Walk seconded to approve the following Human Resources Report.

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Cutts, Bryson	Print Shop Student Assistant Primary Position is Tutor - Student Lrng Asst	11/11/2019
Davis Rincker, Laurie	Adjunct Faculty Math and Science Primary Position is Biological Science Instr	09/20/2019
Duduit, Lucas	Tutor-Disability Services - Student Primary Position is Tutor - Student Lrng Asst	10/20/2019

Duduit, Lucas	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	10/20/2019
Duduit, Lucas	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	10/20/2019
Jackson, Kyra	Print Shop Student Assistant Primary Position is Tutor - Student Lrng Asst	11/11/2019
Lee, Yu Jin	International Studies Student Assistant Primary Position is Chemistry Lab Student Asst	11/01/2019
Murphy, John	Print Shop Student Assistant Primary Position is Assistant Baseball Coach	11/19/2019
Niebrugge, Amber	Adjunct Faculty Social Science Primary Position is Dir TRIO SSS	01/10/2020
Tappendorf, Hannah	Admissions and Records Data Entry Asst Primary Position is Agriculture Education Intern	10/28/2019
Walk, Emmalyn	Admissions and Records Data Entry Asst Primary Position is Agriculture Education Intern	10/28/2019

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Full-time		
Kingery, Daniel	Custodian	01/02/2020
Miseneheimer, Roger	Custodian	01/03/2020
Full-time - Grant Funded		
Cornaghie, Todd	Correctional Welding Instr – Shawnee CC	11/18/2019
Leonard, Amber	Correctional Office Assistant – Robinson CC	11/12/2019
Part-time		
Bloemer, Kaitlyn	Admissions and Records Data Entry Asst	11/05/2019
Duduit, Lucas	Tutor - Student Learning Assistance	10/10/2019
Henderson, Savanna	Marketing and Public Relations Intern	01/05/2020
Schlau, Allison	Head Cheer Coach	11/08/2019
Wiles, Tessa	Dual Credit Program Assistant	11/05/2019
Part-time - Grant Funded		
Bondar, Deborah	Adjunct DOC Instructor	10/29/2019
Tingley, Denise	Adult Education Adjunct Faculty	01/14/2020
College Work Studys		
Galbreath, Shania	College Work Study - Early Childhood	10/01/2019
Houser, Kyle	College Work Study - Print shop	11/19/2019
Luebbe, Alecia	College Work Study - Counseling	01/13/2020
Miller, Megan	College Work Study - Early Childhood	10/01/2019

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Breeze, Victor	Custodian-Retiree	12/31/2019
Merry-Niebrugge, Margaret	Dental Hygiene Instructor-Retiree	12/31/2019
Sledge, Ashley	Correctional Office Asst-Big Muddy CC	11/15/2019
Part-time		
Browne, Amberle	Adj Faculty Math/Science	12/16/2018
Bundren, Patty	Adj Doc College Funded Instr	03/10/2019
Erickson, Ryan	Adj Doc College Funded Instr	05/20/2018
Fearn, Andrew	Adj Faculty Business	05/19/2019
George, Penny	Adj Doc College Funded Instr	05/19/2019
Gullett, Pauletta	Adj Doc College Funded Instr	05/20/2018
Heleine, Heather	IDOT QMTP Lab Assistant	11/03/2019
Hodgson, Brandon	Adj Doc College Funded Instr	03/06/2012
Howell, Dona	Adj Doc College Funded Instr	08/12/2018
Mathenia, Jeremy	Adj Faculty Math/Science	12/16/2018
Mick, Kimberly	IDOC CPR Instructor	09/08/2019
Power, Debora	Allied Health Massage Therapy Adjunct	02/10/2019
Reeder, Sandra	Adj Doc College Funded Instr	05/19/2019
Rojas, Manuel	Adj Doc College Funded Instr	11/18/2018
Semple, Lynn	Adj Faculty Math/Science	05/19/2019
Siddens, Pamela	Adj Faculty Humanities	05/19/2019
Skinlo, Michelle	Adj Faculty Math/Science	12/16/2018
Trainor, Ellen	Adj Faculty Ag	03/10/2019
Webster, Richard	Adj Faculty Social Science	12/16/2018
West, Erica	Adj Doc College Funded Instr	03/10/2019

Transfers/Promotions

The following employees are recommended for a change in position

	Position	Effective Date
Full-time - Grant Funded		
Redd, Michelle	Alternative Education Instructor Transferring From Pathways Classroom Asst (PT)	11/18/2019
Part-time		
Harmon-Mckenzie, Leslie	IDOC CPR Instructor Transferring From Adjunct DOC Instr	11/08/2019

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Other Business. (Non-action)

Chair Reynolds thanked the staff who planned the December 4, 2019, Holiday Lunch and all those, including trustees, who attended this celebratory event.

There was no additional discussion.

Adjournment.

Trustee Cadwell moved and Trustee Walk seconded to adjourn the meeting of the Lake Land College Board of Trustees at 7:10 p.m.

Motion carried with unanimous voice vote approval.

Approved by:

Mr. Doris Reynolds, Board Chair

Mr. Gary Cadwell, Board Secretary

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

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

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jean Anne Grunloh, Senior Executive to the President
DATE: December 19, 2019
RE: Proposed Revisions to Board Policy 05.20 – *Holidays and Summer Work Week*

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

Proposed changes are presented as first reading and will be submitted to the College Board of Trustees for approval during the February 10, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

05.20

Holidays and Summer Work Week

Holidays

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

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

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

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

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

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

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

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

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

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

Summer Work Week

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

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

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

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

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Jean Anne Grunloh, Senior Executive to the President

DATE: January 8, 2020

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

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

Proposed changes are presented as first reading and will be submitted to the College Board of Trustees for approval during the February 10, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

11.04

Anti-Discrimination and Harassment

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

Definitions

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

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

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

Board Policy 11.04

verbally, in writing or electronically.

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

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

Retaliation

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

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

Retaliation Charge

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

False or Malicious Complaints

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

Supervisory Responsibility

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

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

Sanctions and Disciplinary Action

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

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

Special Circumstances

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

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

Prompt Investigation and Confidentiality

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

Procedures for Resolution of Claims of Harassment

The College harassment policy reflects a commitment to maintaining an

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

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

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

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

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

Informal Complaint Resolution

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

Board Policy 11.04

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

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

Initiating a Formal Complaint

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

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

Creation of Investigative Team

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

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

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

Report and Recommendations

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

Determinations

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

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

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

Policy 07.28.01.

Special Circumstances

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

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

11.04.01**Sexual Harassment and Sex Discrimination**

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

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

Sexual Harassment Defined

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

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

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

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

Examples of Sexual Harassment

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

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

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

Jurisdiction

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

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

Title IX Coordinator

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

Reporting

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

Rights.

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

Retaliation Prohibited

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

False Complaints

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

Consequences Sanctions and Disciplinary Action

Individuals found to have violated this Policy shall be subject to

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

Implementing Procedures

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

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

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

Adopted August 8, 2016
Revised May 8, 2017
Revised January 8, 2018
Revised

Calendar of Events

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

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

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jean Anne Grunloh, Senior Executive to the President
DATE: November 25, 2019
RE: Proposed Revisions to Board Policy 05.36 – *Abused and Neglected Child Reporting Policy*

Please find attached details of proposed revisions to Board Policy 05.36 – *Abused and Neglected Child Reporting Policy*. Recommended changes align our Policy with Public Act 101-0564, effective January 1, 2020, which amended the Abused and Neglected Child Reporting Act. Revisions clarify the required timeline for initial and ongoing training for employees as mandated reporters.

Proposed changes are presented as first reading and will be submitted to the College Board of Trustees for approval during the January 13, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

Abused and Neglected Child Reporting Policy

Lake Land College (the “College”) shall fully comply with the Abused and Neglected Child Reporting Act (“Act”) (325 ILCS 5/1 *et seq.*).

Mandated Reporters: (1) All College personnel are mandated reporters who, if they have reasonable cause to believe a child known to them in their professional or official capacity may be an abused child or a neglected child, shall immediately report or cause a report to be made to the Illinois Department of Children and Family Services. (2) Students enrolled in courses that include observation, supervision or mentoring of children in a school or child care setting are also mandated reporters under the Act.

Training: By law, mandated reporters are required to complete an initial training within three months of the first time they engage in a professional or official capacity as a mandated reporter, or within the time frame of any other applicable State law that governs training requirements for a specific profession, and at least every three years thereafter. Additionally, Lake Land College has adopted annual training requirements for mandated reporters per Board Policy 05.37 - Employee Compliance Training.

Cooperation: Employees and students are required to cooperate in the investigation of any report made pursuant to the Act.

Immunity for Good Faith Reports: The Act provides immunity for anyone who makes a report in good faith.

No Retaliation: Retaliation against any employee, student, volunteer or other individual who makes a good faith report of abuse or neglect or who participates in any investigation of abuse or neglect under the Act is prohibited. Anyone found to have engaged in prohibited retaliation may be subject to discipline, up to and including termination, expulsion and/or other sanctions.

To implement this policy, the College Board of Trustees has directed the Department of Human Resources to publish procedures and ensure their availability to the College community.

December 10, 2012

Revised

Page 1 of 1

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jean Anne Grunloh, Senior Executive to the President
DATE: November 25, 2019
RE: Proposed Revisions to Board Policy 05.04.11 – *Parental Leave*

Please find attached details of proposed revisions to Board Policy 05.04.11 – *Parental Leave*. Recommended changes align our Policy with Public Act 101-0486, effective August 1, 2020, which amends the School Visitation Rights Act. Revisions clarify when an employee may be granted unpaid leave to attend school conferences, behavioral meetings or academic meetings relating to the employee's child (as defined by the Act).

Proposed changes are presented as first reading and will be submitted to the College Board of Trustees for approval during the January 13, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

05.04.11

Parental Leave

Work Absences for Child Rearing:

The Board of Trustees will grant a request for leave without pay and any fringe benefits for child rearing, including the adoption of a child, for a period not to exceed one year. The dates of the leave shall be agreed upon by the employee and the College. For leaves over six (6) months, the employee will notify the Human Resources Office in writing three (3) months prior to the end of the approved leave of an intention to:

1. Return to full-time employment with the College;
2. Terminate employment with the College; or
3. Request an extension of the leave.

The three-month provision applies to extended leaves. The employee will be returned to the original position or to a position of like status and pay. A one-year extension of the leave may be requested upon application to the ~~Personnel~~Human Resources Office and approval by the President and the Board of Trustees.

The employee will, upon return, receive any general pay increases which may have occurred during his/her leave, but not retro-actively. Such employee on leave, upon return to work, shall retain and receive all applicable seniority rights or fringe benefits.

The employee may elect to participate in the State Universities Retirement System during the period of the leave, subject to all provisions of the retirement system, and the employee may elect to continue insurance coverage during the period of the leave (arrangements should be made in the Human Resources Office). All employee contributions and insurance premiums, employee and employer share, will be the responsibility of the employee.

Work Absences for School Meetings:

Lake Land College shall fully comply with the School Visitation

Rights Act (SVRA) 820 ILCS 147/). Effective August 1, 2020, if an employee has exhausted all accrued leave other than sick leave, then the College will grant an employee up to eight hours of unpaid leave during a school year, limited to four hours in a day, to attend school conferences, behavioral meetings or academic meetings relating to the employee's child (as defined by the Act). An employee shall provide a written request to exercise the leave at least seven days in advance. In emergency situations, no more than 24 hours' notice shall be required.

Adopted November 9, 1998

Revised December 11, 2017

Revised

Page 1 of 1

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jean Anne Grunloh, Senior Executive to the President
DATE: November 25, 2019
RE: Proposed Revisions to Board Policy 05.04.13 – *Military Leave*

Please find attached details of proposed revisions to Board Policy 05.04.13 – *Military Leave*. Recommended changes align our Policy with Public Act 100-1101 – Illinois Service Member Employment and Reemployment Rights Act (ISERRA). This law, effective January 1, 2019, repealed the Military Leave of Absence Act. Modeled after the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), ISERRA provides that the case law and regulations applicable to the federal law are also applicable to ISERRA.

Proposed changes are presented as first reading and will be submitted to the College Board of Trustees for approval during the January 13, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

05.04.13

Military Leave

An employee who is drafted into military service or who volunteers for service in lieu of being drafted will be granted a leave of absence for the duration of the required military service.

A person on military leave shall declare in writing to their Supervisor and the President a minimum of thirty (30) days prior to the expiration of the leave his intentions to return to work. All provisions of Public Law 87-291, Reemployment Rights, paragraph 22, shall apply.

Upon expiration of the leave, the employee is eligible to apply to the State Universities Retirement System for experience credit in the pension system.

The College will follow the provisions set forth in the ~~Military Leave of Absence Act~~ Illinois Service Member Employment and Reemployment Rights Act (Public Act 100-1101).⁴

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

⁴~~5 ILCS 325/1~~

Adopted November 9, 1998
Revised July 14, 2003
Revised December 11, 2017
Revised February 12, 2018
Revised

MEMO

TO: Dr. Josh Bullock, President
FROM: Ms. Madge Shoot, Comptroller
DATE: December 12, 2019
RE: November 2019 Financial Statement Summary

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

Areas of Concern:

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

Overall Variances:

- *Revenue* – Total November revenue was \$6,967,495 resulting in a favorable variance of \$421,010 compared to the budgeted level. Year to date, revenue is unfavorable by \$1,944,386. This is primarily due to the delay of equalization payments from the state. These payments did arrive in December and you will see the variance come back in line at that time.
- *Expenditures* – Total November expenditures were \$2,802,734 resulting in an overall unfavorable variance of \$441,232. Year to date, expenditures remain favorable overall by \$1,906,799.

Revenue Variances:

- *Local Sources* – Unfavorable variance of \$891,597 due to not receiving Effingham County's second tax revenue payment which had anticipated to have received. Year to date, this area is unfavorable by \$866,482 for the same reason.
- *ICCB Credit Hour Grant* – We did not receive the anticipated November payment of \$360,154 until December which resulted in an unfavorable variance of \$360,154. Year to date, this area is favorable by \$172,272.
- *ICCB Equalization Grant* – We did not receive a payment during the month of November so there is an unfavorable variance of \$492,885. This is due to timing and will catch up over the course of the fiscal year. Year to date this area is unfavorable by

\$1,033,202. We did receive two equalization payments in December which will mitigate this unfavorable variance.

- *Tech Refresh* – We have now received the proceeds from the Debt Certificate so this line is even for the year.
- *Tuition & Fees* – November had an unfavorable variance for tuition of \$402,273 while fees were favorable by \$45,370. Year to date, there is an unfavorable variance for tuition of \$291,431 and a favorable variance for fees of \$423,579.
- *Other State Sources* – No variance in this area for the month of November as there were no revenues received or projected. Year to date this area is unfavorable by \$286,529. This is due to timing of not receiving any CTE payments from the State of Illinois as of yet. This should come more in line with the budgeted amounts over the course of the year.
- *Other Revenue* – Year to date this area is unfavorable by \$62,593 due to the CBI and CDL revenue being less than anticipated thus far. This will likely even out as more CBI and CDL classes are conducted over the remainder of the year.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall, the salary and wage lines had a favorable variance in November of \$28,845. Year to date this area is favorable by \$953,463.
- *Employee Benefits (overall)* – Overall, there was an unfavorable variance in employee benefits in November in the amount of \$170,016. Year to date this area is favorable by \$88,774.
- *Instructional* – Had a favorable variance in November of \$133,524 and is favorable \$1,016,049 for the year.
- *Academic Support* – Had a favorable variance in November of \$33,469. Year to date this area is favorable by \$220,223.
- *Student Services* – Had a favorable variance in November of \$4,925. Year to date this area is favorable by \$134,833.
- *Public Service/Continuing Education* – This area had an unfavorable November variance of \$586. Year to date this area is unfavorable by \$13.
- *Operations & Maintenance* – This area had an unfavorable overall November variance of \$139,599. This was a result of recording \$220,288 in expenses associated with the geothermal well field addition that we had planned to be able to record in FY2019. Year to date this area is unfavorable by \$1,016,034 as a result of recording \$1,142,212 YTD in the well field expenses.

- *Institutional Support* – Had an unfavorable November variance of \$196,089. The area as a whole is favorable by \$1,608,772 for the year.
- *Scholarships, Grants, Waivers* – this shows an unfavorable variance for November of \$276,877. This unfavorable variance is due to the Athletic Scholarships for Spring 2020 being applied earlier than usual. This will even out as the year progresses. Year to date this area is unfavorable by \$57,031.

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

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance	% Current YTD Budget Variance	Previous YTD	FY19 Final Audited Numbers	FY20 Annual Budget
Revenues:										
454,042	1,345,639	(891,597)	Local Sources	7,695,508	8,561,991	(866,482)	-10.12%	8,213,155	8,866,053	9,013,374
-	360,154	(360,154)	ICCB Credit Hour Grant	1,973,043	1,800,771	172,272	9.57%	1,836,226	4,464,332	4,321,850
-	492,885	(492,885)	ICCB Equalization Grant	1,431,221	2,464,423	(1,033,202)	-41.92%	1,478,655	5,914,615	5,914,616
-	-	-	Other State Sources	-	286,529	(286,529)	-100.00%	452,920	1,140,489	1,154,557
2,500,000	-	2,500,000	Tech Refresh	2,500,000	2,500,000	-	0.00%	-	-	2,500,000
2,812,068	3,214,341	(402,273)	Tuition	8,339,839	8,631,270	(291,431)	-3.38%	8,749,233	9,810,850	9,150,241
1,120,202	1,074,832	45,370	Fees	3,278,678	2,855,100	423,579	14.84%	3,262,561	3,263,351	3,030,135
81,183	58,634	22,548	Other Revenue	510,254	572,846	(62,593)	-10.93%	540,320	1,570,573	4,544,426
-	-	-	Gift in Kind	-	-	-	0.00%	125,635	-	-
6,967,495	6,546,485	421,010	Total Revenues	25,728,544	27,672,929	(1,944,386)	(1)	24,658,705	35,030,263	39,629,199
Expenditures:										
Instructional										
999,578	988,487	(11,091)	Salary and Wages	4,824,508	5,239,429	414,921	7.92%	4,889,632	11,039,058	11,763,802
174,216	215,341	41,125	Employee Benefits	806,798	1,076,712	269,915	25.07%	865,119	2,104,659	2,701,468
1,083	26,260	25,177	Contractual Services	9,930	53,460	43,530	81.42%	8,948	366,539	432,640
23,140	91,319	68,179	General Materials and Supplies	195,778	407,018	211,240	51.90%	184,612	506,951	719,847
5,931	11,432	5,501	Travel and Meeting Expenses	15,567	64,978	49,412	76.04%	12,469	51,794	172,482
-	4,200	4,200	Fixed Charges	3,184	5,600	2,416	43.14%	-	48,473	72,225
-	433	433	Capital Outlay	22	24,637	24,615	99.91%	2,218	157,747	46,312
-	-	-	Other Expenditures	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	117,686	-	-
1,203,948	1,337,472	133,524	Total Instructional	5,855,786	6,871,835	1,016,049	14.79%	6,080,684	14,275,221	15,908,776
Academic Support										
42,833	43,703	870	Salary and Wages	224,451	315,176	90,726	28.79%	147,031	345,704	385,484
10,376	10,531	155	Employee Benefits	47,263	52,656	5,392	10.24%	30,490	79,584	84,218
-	200	200	Contractual Services	-	550	550	100.00%	89	539	2,550
20,886	52,480	31,594	General Materials and Supplies	71,062	181,760	110,698	60.90%	85,854	199,282	224,340
50	700	650	Travel and Meeting Expenses	16,409	28,580	12,171	42.58%	12,596	23,507	12,400
-	-	-	Fixed Charges	4,514	5,200	686	13.19%	4,693	4,693	5,200
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	50	-	-
74,145	107,615	33,469	Total Academic Support	363,699	583,922	220,223	37.71%	280,804	653,311	714,192
Student Services										
116,574	130,471	13,896	Salary and Wages	617,020	683,600	66,580	9.74%	612,636	1,414,739	1,633,591
36,466	31,091	(5,375)	Employee Benefits	157,668	155,465	(2,203)	-1.42%	155,935	400,755	382,148
-	-	-	Contractual Services	9,322	9,772	450	4.60%	9,322	9,322	9,322
6,021	3,429	(2,592)	General Materials and Supplies	39,714	83,692	43,978	52.55%	20,335	85,555	140,014
5,140	4,135	(1,005)	Travel and Meeting Expenses	10,811	33,089	22,278	67.33%	10,669	34,649	45,429
-	-	-	Other Expenditures	-	3,750	3,750	100.00%	4,660	7,500	7,500
164,200	169,126	4,925	Total Student Services	834,534	969,367	134,833	13.91%	813,557	1,952,520	2,218,004
Public Service/Cont Ed										
27,547	24,739	(2,808)	Salary and Wages	139,744	123,697	(16,048)	-12.97%	169,729	419,456	321,611
4,086	4,086	(0)	Employee Benefits	23,137	20,432	(2,704)	-13.24%	27,169	63,295	50,156
772	2,000	1,228	Contractual Services	13,843	11,670	(2,173)	-18.62%	21,634	42,987	37,490
5,055	5,751	696	General Materials and Supplies	26,993	47,685	20,692	43.39%	42,334	97,191	95,246
274	411	137	Travel and Meeting Expenses	1,551	1,940	389	20.05%	1,313	5,034	4,304
12,682	12,843	160	Fixed Charges	63,397	63,230	(168)	-0.27%	63,203	152,695	151,933
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
-	-	-	Other	-	-	-	0.00%	-	-	-
-	-	-	GK	-	-	-	0.00%	7,900	-	-
50,417	49,831	(586)	Total Public Service/ Cont Ed	268,666	268,653	(13)	0.00%	333,282	780,659	660,740
Operations & Maintenance										
75,634	90,963	15,328	Salary and Wages	380,872	426,248	45,376	10.65%	392,479	941,972	1,086,925
26,970	27,784	814	Employee Benefits	120,650	139,921	19,271	13.77%	125,164	318,871	342,483
17,091	21,814	4,723	Contractual Services	119,921	100,019	(19,902)	-19.90%	86,620	240,116	256,570
13,289	18,158	4,869	General Materials and Supplies	73,336	71,978	(1,358)	-1.89%	70,493	235,059	257,900
-	-	-	Travel and Meeting Expenses	-	625	625	100.00%	146	374	1,250
-	9,930	9,930	Fixed Charges	65,339	52,150	(13,189)	-25.29%	64,940	233,286	124,160
30,051	92,032	61,980	Utilities	397,155	509,467	112,312	22.04%	531,487	1,072,437	1,278,585
220,288	-	(220,288)	Capital Outlay	1,157,212	15,000	(1,142,212)	-7614.75%	10,250	559,988	15,000
16,955	-	(16,955)	Contingency Funds	16,955	-	(16,955)	0.00%	-	-	65,000
-	-	-	Gift In Kind	-	-	-	0.00%	-	-	-
400,279	260,681	(139,599)	Total Operation and Maint	2,331,440	1,315,406	(1,016,034)	(75)	1,281,580	3,602,103	3,427,873
Institutional Support										
256,630	269,279	12,649	Salary and Wages	994,784	1,346,694	351,909	26.13%	1,311,008	3,554,944	3,499,494
271,781	65,046	(206,736)	Employee Benefits	535,657	334,761	(200,896)	-60.01%	355,363	888,771	833,446
21,381	46,848	25,466	Contractual Services	204,252	339,737	135,485	39.88%	239,932	650,525	761,063
32,605	45,602	12,996	General Materials and Supplies	561,984	1,061,283	499,299	47.05%	471,758	1,478,217	1,168,505
4,320	5,930	1,610	Travel and Meeting Expenses	15,538	40,190	24,652	61.34%	21,890	103,542	123,415
772	575	(197)	Fixed Charges	197,064	237,705	40,641	17.10%	222,747	230,167	255,246
-	375	375	Capital Outlay	3,477	16,275	12,798	78.64%	-	52,200	18,900
27,650	3,125	(24,525)	Contingency Funds	38,649	146,971	108,321	73.70%	4,319	63,272	1,900,095
-	-	-	Other	-	-	-	0.00%	-	328,836	2,500,000
17,728	-	(17,728)	Tech Refresh	363,953	840,000	476,047	56.67%	17,371	-	2,500,000
-	-	-	Strategic Initiatives	39,483	200,000	160,517	80.26%	-	329,983	400,000
-	-	-	Gifts In Kind	-	-	-	0.00%	-	-	96,256
632,868	436,779	(196,089)	Total Institutional Support	2,954,842	4,563,614	1,608,772	4	2,644,387	7,680,456	14,056,420
276,877	-	(276,877)	Scholarships, grants, waivers	647,031	590,000	(57,031)	-9.67%	385,862	787,970	1,235,066
2,802,734	2,361,503	(441,232)	Total Expenditures	13,255,998	15,162,798	1,906,799	12.58%	11,820,156	29,732,240	38,221,071
4,164,760	4,184,982	(20,222)	Revenue Less Expenditures	12,472,545	12,510,132	(37,587)	(2)	12,838,549	5,298,023	1,408,128
272,064	117,344	(154,720)	Transfers Out:	588,330	586,720	(1,610)	-0.27%	298,346	1,267,924	1,408,128
3,892,696	4,067,638	134,498	Excess of Revenues over Expenditures & Transfers	11,884,216	11,923,412	(35,977)	(2)	12,540,203	4,030,099	-

Current Month	Current Month	Variance		Current YTD	Current YTD	Current YTD
	Budget			Actual	Budget	Budget Variance
1,518,796.82	1,547,642.09	28,845.27	Salary and Wages	7,181,380.05	8,134,843.29	953,463.24
523,895.94	353,879.57	(170,016.37)	Employee Benefits	1,691,171.83	1,779,945.93	88,774.10
40,328.13	97,122.40	56,794.27	Contractual Services	357,268.70	515,207.39	157,938.69
100,996.21	216,738.54	115,742.33	General Materials and Supplies	968,866.29	1,853,415.31	884,549.02
15,714.40	22,607.66	6,893.26	Travel and Meeting Expenses	59,876.05	169,401.83	109,525.78
13,453.93	27,547.51	14,093.58	Fixed Charges	333,498.29	363,884.55	30,386.26
30,051.44	92,031.74	61,980.30	Utilities	397,155.17	509,466.75	112,311.58
220,288.18	808.00	(219,480.18)	Capital Outlay	1,160,710.94	55,912.00	(1,104,798.94)
44,605.25	3,125.00	(41,480.25)	Contingency Funds	38,649.44	146,970.53	108,321.09
-	-	-	Other Expenditures	-	3,750.00	3,750.00
2,508,130.30	2,361,502.51	(146,627.79)	Total	12,188,576.76	13,532,797.58	1,344,220.82

Lake Land College

FY2020 Salary, Wage & Benefits Detail

	Year to Date			FY2020 Budgeted	FY20 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Salary & Wages							
Salary and Wages - Instructional	\$4,824,508	\$5,239,429	\$414,921	\$11,763,802	\$11,480,620	\$11,763,802	\$283,182
Salary and Wages - Acad. Support	\$224,451	\$315,176	\$90,726	\$385,484	\$359,532	\$385,484	\$25,952
Salary and Wages - Stud. Svcs	\$617,020	\$683,600	\$66,580	\$1,633,591	\$1,471,328	\$1,633,591	\$162,263
Salary and Wages - Public Svc.	\$139,744	\$123,697	(\$16,048)	\$321,611	\$436,234	\$321,611	(\$114,623)
Salary and Wages - Maintenance	\$380,872	\$426,248	\$45,376	\$1,086,925	\$979,651	\$1,086,925	\$107,274
Salary and Wages - Inst. Support	\$994,784	\$1,346,694	\$351,909	\$3,499,494	\$3,697,141	\$3,499,494	(\$197,647)
Total Salary and Wages	\$7,181,380	\$8,134,843	\$953,463	\$18,690,907	\$18,424,506	\$18,690,907	\$266,401

	Year to Date			FY2020 Budgeted	FY20 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Employee Benefits							
Employee Benefits - Instructional	\$806,798	\$1,076,712	\$269,915	\$2,701,468	\$2,176,361	\$2,701,468	\$525,107
Employee Benefits - Acad. Support	\$47,263	\$52,656	\$5,392	\$84,218	\$121,844	\$84,218	(\$37,626)
Employee Benefits - Stud. Svcs	\$157,668	\$155,465	(\$2,203)	\$382,148	\$375,933	\$382,148	\$6,215
Employee Benefits - Public Svc.	\$23,137	\$20,432	(\$2,704)	\$50,156	\$51,983	\$50,156	(\$1,827)
Employee Benefits - Maintenance	\$120,650	\$139,921	\$19,271	\$342,483	\$328,402	\$342,483	\$14,081
Employee Benefits - Inst. Support	\$535,657	\$334,761	(\$200,896)	\$833,446	\$851,919	\$833,446	(\$18,473)
Total Employee Benefits	\$1,691,172	\$1,779,946	\$88,774	\$4,393,919	\$3,906,441	\$4,393,919	\$487,478

MEMO

TO: Dr. Josh Bullock, President
Members, Board of Trustees

FROM: Jean Anne Grunloh, Senior Executive to the President

DATE: January 7, 2020

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

On behalf of the Board of Trustees' Clem G. Phipps Exemplary Trustee Award Selection Committee comprised of Trustees Ms. Doris Reynolds and Mr. Mike Sullivan, President Josh Bullock, and me, ex-officio, it is my pleasure to inform you that Dr. Leland McNeill has been selected as an award recipient. Mr. Bob Johnston, also a former trustee, nominated McNeill for this award. This nomination will be presented at a Board of Trustees meeting later in the year in honor of the College's first Board Chair, Mr. Phipps, and Dr. McNeill's exemplary leadership and outstanding dedication to the College and Board. Below is a brief summary of Dr. McNeill's service to the College and community. It is with utmost respect that I ask that the announcement of his selection not be made public until the formal presentation.

Dr. Leland McNeill was actively involved in the campaign to convince voters to impose a property tax on themselves to establish Lake Land College, and he was a key player to convince farmers and local town citizens that community colleges were the right path. Following the college's establishment, Dr. McNeill was elected to the founding Board of Trustees on November 22, 1966, and served through April 13, 1970. Dr. McNeil was a highly respected member of the Board. His profession and expertise in the medical field proved invaluable as the Board considered various programs and educational needs for the district.

Among Dr. McNeill's contributions as a trustee were dedicated time and study to founding policy development, selection of people for key leadership positions and faculty members, and a willingness to take the time and be helpful in all aspects of the organization.

He has had a tremendous impact at the regional level by his leadership on numerous boards, especially his involvement in the Charleston-Mattoon Area Medical Planning Council (CMAMPC). This volunteer group actively pursued a regional hospital project, the first large-scale joint effort of voluntary groups from both of the communities, in response to the need for a new regional hospital to be built between Mattoon and Charleston, now Sarah Bush Lincoln Health System.

I respectfully request that Trustees accept the committee's selection of naming Dr. Leland McNeill as a posthumous recipient of the Clem G. Phipps Exemplary Trustee Award. The award's intent is that it not be an annual award but an award that recognizes the exemplary leadership and dedication of Lake Land College's trustees.

MEMO

TO: Dr. Jonathan Bullock, President

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

DATE: December 18, 2019

RE: Faculty Seniority List

Chapter twenty-two (22) of the Illinois Revised Statutes, paragraph 103B-5, requires each community college to establish a faculty seniority list by February 1 of each year.

A faculty seniority list has been established for the college utilizing information from the Human Resources Office, Academic Divisions, and Board Policy. Division chairs and administrators have reviewed the seniority list and feel it is in compliance with the act.

We respectfully request approval of the attached faculty seniority list.

Attachment

FACULTY SENIORITY LIST

January 13, 2020

	NAME	EMPLOY DATE YR MO DA	BOARD HIRE (APPROVAL ORDER)	DIVISION	PRIMARY TEACHING ASSIGNMENT(S)	SECONDARY COURSES QUALIFIED TO TEACH
1	DRONE-SILVERS, SCOTT	1991 08 21	1991 07 08	Academic Support	Academic Support – Library	
2	HORTENSTINE-OLMSTED, SALISA	1993 01 08		Humanities & Communication	All SPE- courses All ENG- courses (excluding ENG-110, 111, & 112) All LIT- courses All RTV- courses All HUM- courses	All INS- courses All RDG- courses STA-
3	BURRELL, BRYAN	1994 02 28		Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services All PSY- courses
4	FOREMAN, KAY	1994 08 19	1994 07 11 (1)	Allied Health	AHE-041, 042, 045, 050, 051, 086 All PTA- courses	
5	BACINO-ALTHAUS, LARA	1995 06 14		Social Science & Education	All PSY- courses	All SFS- courses
6	PHIPPS, CYNTHIA	1995 08 18		Business	BUS-085, 086, 087, 089, 094, 095, 096, 097, 098, 099, 120, 141, 142, 151, 152, 200, 281 CIS-040, 054, 055, 093, 094, 160	
7	RUDIBAUGH, MIKE	1995 09 15		Math & Science	All ESC- courses All GIS- courses	All GEO- courses
8	BUZZARD, DION	1996 01 16		Technology	CAD-056, 057, 058, 059 IND-044, 054, 056 MET-045, 076, 084 TEC-040—056, 060, 070, 071, 080, 103	
9	MIOUX, MARTHA	1996 04 08		Allied Health	AHE-041, 042, 045, 050, 051, 086 All MAS- courses All PTA- courses	PED-244
10	MCHENRY, WALTER	1996 08 22	1996 07 08	Math & Science	All MAT- courses	
11	KESSLER, TYNIA	1997 01 31		Business	BUS-085, 086, 087, 089, 094, 095, 096, 097, 098, 099, 120, 141, 142, 151, 152, 200, 247, 251, 281, 285, 287, 290 CIS- 040, 054, 055, 093, 094, 160	SFS-101
12	LANDRUS, MATT	1997 08 22	1997 04 14 (2)	Humanities & Communication	All ENG- courses (excluding ENG-110, 111, & 112) All LIT- courses All HUM- courses	All INS- courses All RDG- courses STA-
13	BLACK, KATHY	1997 08 22	1997 04 14 (3)	Business	BUS-060, 061, 062, 065, 079, 080, 081, 085, 086, 094, 095, 113, 114, 115, 120, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 054, 055, 058, 068, 093, 094, 101, 156, 160	
14	MILLER, KEVIN	1997 08 22	1997 04 14 (4)	Technology	All AUT- courses	

					IND-042, 043, 058, 060, 062 TEC-043, 048, 050, 052, 054, 056 WEL-057	Board Book Page 66
15	WHITE, JEFF	1997 08 22	1997 04 14 (6)	Math & Science	All BIO- courses	
16	CALDWELL, NANCY	1997 08 22	1997 04 14 (7)	Humanities & Communication	All MUS- courses HUM-150	ALL INS- courses ALL RDG- courses STA-
17	ALI, IFFAT	1997 08 22	1997 04 14 (8)	Math & Science	All CHM- courses	
18	KERSEY, KRIS	1997 08 22	1997 04 14 (9)	Technology	All EET- courses All IND- courses All HVC- courses MET-040—084 MMP I-V MTT-050 TEC-039—056, 059, 070—090 All TEL- courses	
19	BEAVERS, MICHAEL	1997 08 22	1997 07 14 (1)	Technology	CIS-040, 094, 156,160 CIM-044 All EET- courses IND-044, 046, 052, 054, 056 MET-040, 043, 044, 050, 080 All PLC- courses TEC-043—058, 062, 064, 070, 090 WEL-057	
20	SATTERWHITE, MARCY	1997 08 22	1997 07 14 (2)	Business	BUS-060, 061, 062, 079, 080, 081, 085, 086, 094, 095, 113, 114, 115, 120, 123, 034, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 047, 054, 055, 056, 058, 068, 088, 090, 092, 093, 094, 101, 160	EDU-103
21	RHINE, SCOTT	1997 08 22	1997 07 14 (3)	Business	BUS-085, 086, 094, 095, 120, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 049, 053, 054, 055, 056, 060, 062, 063, 065, 066, 067, 068, 069, 070, 071, 073, 074, 079, 081, 084, 085, 087, 089, 093, 094, 095, 101, 160 ITT-042, 043, 048, 049, 050, 063, 064, 066, 068	
22	STRANGE, PEGGY	1997 08 22	1997 08 18 (2)	Business	All COS- courses All EST- courses	
23	WALK, LORI	1997 12 01		Technology	CAD-056, 057 All CET- courses TEC-040, 043, 045, 048, 050, 052, 054, 055, 056	
24	DOWNS, DANIELLE	1998 07 01		Academic Support	Academic Support – Financial Aid	
25	TURNBULL, DAVID	1998 08 24	1998 06 08	Math & Science	All BIO- courses	ADN-061 MAT-005, 006
26	STALEY, CHERYL	1998 08 24	1998 07 13	Business	BUS-085, 086, 089, 094, 095, 120, 134, 141, 142, 151,	

					152, 200, 247, 251, 281, 285, 290 CIS-040, 052, 054, 055, 056, 068, 071, 074, 093, 094, 095, 101, 156, 160, 162, 164, 170 ITT-040, 041, 044, 045, 054	Board Book Page 67
27	NIEMERG, MARK	1999 01 08		Agriculture	All SOE sections in AG AGR-050, 052, 054, 205, 053, 051, 152, 20	AGR-040, 046, 049, 095, 096, 098, 112, 111, 120, 131, 132, 133, 151, 121, 122, 123, 124, 134
28	HARTKE, EMILY	1999 07 13		Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services
29	BIRDWELL, JODI	1999 08 20	1999 04 12 (1)	Humanities & Communication	All ART- courses HUM-150	All INS- courses All RDG- courses STA-
30	ROGERS, SHANE	1999 08 20	1999 04 12 (5)	Social Science & Education	All POS- courses	All INS- courses All RDG- courses All SFS- courses All SOS- courses
31	GREIDER, MATT	1999 08 20	1999 06 14	Social Science & Education	All HIS- courses All SOS- courses	All RDG- courses All SFS- courses
32	LYNCH, BRIAN	1999 08 20	1999 07 12 (1)	Social Science & Education	ECO-130, 231, 232	SFS-101, 102
33	NEWELL, ROBERT	1999 08 20	1999 07 12 (2)	Humanities & Communication	All ENG- courses (excluding ENG-110, 111, & 112) All HUM- courses All LIT- courses	All INS- courses All RDG- courses STA-
34	DAVISON, ANGELA	1999 08 20	1999 08 09	Business	BUS-085, 086, 094, 095, 120, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 049, 052, 054, 055, 056, 060, 062, 063, 065, 068, 071, 074, 083, 093, 094, 095, 099, 101, 156, 160, 162, 164, 170 ITT-040, 041, 044, 045, 054	
35	LEBOLD, JON	1999 09 22		Business	BUS-094, 095, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 054, 055, 056, 068, 071, 093, 094, 101, 160	
36	BLASER, TARA	2000 01 07		Humanities & Communication	All ENG- courses (excluding ENG-110, 111, & 112) All HUM- courses All LIT- courses All PHI- courses	All INS- courses All RDG- courses STA-
37	JARRELL, CHARLES	2000 03 15		Social Science & Education	All EDU- courses SOS-050	All SFS- courses
38	DOTY, SUZETT	2000 08 23	2000 05 08 (1)	Math & Science	All BIO- courses	
39	SEILER, DAVID	2000 08 23	2000 05 08 (3)	Social Science & Education	All HIS- courses SOS-050, 099, 208	RDG-007, 009, 013, 050, 051 SFS-101, 102, 103
40	LINDLEY, GARY	2000 08 23	2000 07 10	Technology	CIS-040, 051, 053, 071, 079, 081, 084, 087, 089 All EET- courses	

					IND-052, 054, 062 MET-040, 042, 043, 044, 080 TEC- 043, 048, 050, 051, 052, 054, 055, 056, 057, 058	Board Book Page 68
41	HAARMAN, NEAL	2000 10 19	2000 08 14 (1)	Technology	All BCT- courses CAD-052,056 All CET- courses TEC-040, 043, 045, 048, 050, 052, 054, 055, 056, 057, 059, 060, 080	
42	MOORE, TINA	2001 01 16		Academic Support	Academic Support – Career Services INS-099, 200	All Academic Support in Student Services All SFS- courses INS-299
43	HUNZINGER, BRENDA	2001 08 22	2001 03 12 (1)	Math & Science	All BIO- courses	
44	JOHNSON, DAVID	2001 08 22	2001 03 12 (2)	Social Science & Education	HED- 178, 179, 185, 200 All PED- courses	ECE-102 All INS- courses All SFS- courses
45	BEAM, CHERYL	2001 08 22	2001 08 13	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
46	MADLEM, BRIAN	2002 08 22	2002 04 08 (1)	Technology	All AUT- courses TEC-048, 048, 055 WEL-057	
47	JONES, BAMBI	2002 08 22	2002 04 08 (2)	Math & Science	All MAT- courses	TEC-050, 052, 054, 056
48	DALPONTE, MARC	2002 08 22	2002 04 08 (4)	Math & Science	All BIO- courses	ADN-061
49	CAPITOSTI, GREGORY	2002 08 22	2002 04 08 (6)	Math & Science	All CHM- courses	
50	CARPENTER, JOHN	2002 08 22	2002 08 12 (1)	Business	BUS-056, 057, 074, 076, 078, 085, 086, 089, 090, 091, 092, 094, 095, 120, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 287, 290 CIS-040, 054, 055, 093, 094, 160	
51	RITCHEY, EVA	2002 08 22	2002 08 12 (3)	Humanities & Communication	All SPE- courses All RTV courses	All INS- courses All RDG- courses STA-
52	BURRELL, KRISTA	2003 01 10		Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services All PSY All SOS
53	EARP, LISA	2003 07 15		Business	BUS-060, 061, 062, 063, 065, 079, 080, 081, 084, 085, 086, 089, 094, 095, 099, 113, 114, 115, 120, 123, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 047, 054, 055, 056, 058, 068, 071, 088, 090, 092, 093, 094, 101, 156, 160	SFS-101
54	ZELLER, NICOLE	2004 08 20	2004 07 12 (2)	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	

55	FIELDS, TERRI	2005 10 01		Social Science & Education	All PSY- courses All SFS- courses	Board Book Page 69
56	PORTER, CASSANDRA	2006 01 09		Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	HED-102
57	GOAD, TISHA	2006 04 24		Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
58	NWOSU, IKEMEFUNA	2006 08 21	2006 01 09	Math & Science	All BIO- courses	ADN-061
59	NOHREN, HEATHER	2006 08 21	2006 04 10	Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services
60	POWERS, GREGORY	2006 08 21	2006 06 12	Humanities & Communication	All SPE- courses All RTV courses	All INS- courses All RDG- courses STA-
61	BARKLEY, DYKE	2006 08 21	2006 07 17 (1)	Agriculture	All HRT- courses	AGR-041, 042, 043, 046, 049, 050, 051, 053, 095, 096, 098, 054, 111, 112, 121, 122, 124, 132, 133, 134, 141, 143, 145, 152, 053, 174, 208 STA-200
62	HENDREN, HELEN	2007 08 20	2007 07 09 (1)	Social Science & Education	All HSP- courses except HSP-101 PSY-278	All SFS- courses All INS- courses
63	THOMAS, EDWARD	2007 08 20	2007 07 09 (3)	Humanities & Communication	All SPE- courses All RTV courses	BUS-089, 090, 091, 092, 094 CIS-066, 067 All INS- courses All RDG- courses STA-
64	SWINGLER, ERIN	2008 01 11	2007 12 10	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	HED-290
65	THOMASON, DEBORAH	2008 08 22	2008 02 11	Allied Health	AHE-041, 042, 045, 051, 055, 086 All DHY- courses	
66	HARDIEK, KARLA	2008 08 22	2008 05 12 (1)	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
67	JONES, NICHOLE	2008 08 22	2008 05 12 (2)	Allied Health	All ADN- courses except ADN-061 AHE-040—045, 051, 052, 054, 055, 057, 086 All PNC- courses	
68	DAVIS, KIMBERLY	2008 08 22	2008 05 12 (3)	Social Science & Education	EDU-100, 190, 200, 210	SFS-101
69	DUCKETT, AMY	2009 01 09		Business	All COS- courses All EST- courses	

70	DAUGHERTY, KATHLEEN	2009 08 24	2009 05 11 (1)	Business	BUS-059, 060, 061, 062, 063, 065, 079, 080, 081, 082, 083, 084, 085, 086, 094, 095, 113, 114, 115, 120, 123, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 054, 055, 058, 068, 093, 094, 101, 156, 160 All MCS- courses	Board Book Page 70
71	GARNER, JUDY	2009 08 24	2009 05 11 (2)	Humanities & Communication	ENG-005, 007, 050, 095 All RDG- courses	All ENG- courses (excluding ENG-110, 111, & 112) All IEL- courses STA-
72	LOTZ, KATIE	2009 08 24	2009 07 13	Social Science & Education	ECO-130, 231, 232	SFS-101, 102
73	GENTRY, JOHN	2009 08 24	2009 08 10	Technology	CAD-056 TEC-040, 043, 045, 048, 050, 052, 055 All WEL- courses	
74	HARTRICH, ELIZABETH	2010 08 20	2010 06 14	Allied Health	AHE-041, 042, 045, 051, 055, 086 All DHY- courses	SFS-101
75	NEU, RUSSELL	2010 08 20	2010 07 12 (2)	Agriculture	All JDA- courses	
76	MILLER, NATHAN	2011 01 03	2011 01 10	Vandalia Correctional Center	ATO-040 COC-051, 052, 053, 054, 055, 056, 058, 060	
77	LYNCH, VALERIE	2011 07 18	2011 07 11	Academic Support	Academic Support – Student Life	All Academic Support in Student Services SFS-101
78	ORRICK, RYAN	2011 08 19	2011 03 14 (1)	Agriculture	All SOE sections in AGR- AGR-060, 206, 095, 096, 098, 063, 065, 067, 071	AGR-040, 046, 049, 064, 070, 111, 112, 120, 131, 132, 133, 151
79	HOLSAPPLE, KRISTEN	2011 08 19	2011 03 14 (2)	Allied Health	AHE-041, 042, 045, 051, 055, 086 All DHY- courses	
80	COHAN, MICHAEL BEN	2011 08 19	2011 05 09 (1)	Humanities & Communication	All ART- courses HUM-150	All INS- courses All RDG- courses STA-
81	NOHREN, MARIA	2011 08 19	2011 06 13 (1)	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
82	TILLMAN, JOE	2011 08 19	2011 06 13 (2)	Technology	CAD-056 All EET- courses All TEC- courses IND-046, 052, 054 MET-040, 042, 043, 044 WND-040, 041, 042 BCT-070	
83	REYNOLDS, CASEY	2011 08 19	2011 08 15	Humanities & Communication	FLG-140, 141, 240, 241 All ENG- courses (excluding ENG-110, 111, & 112)	All INS- courses All HUM- courses

					All LIT- courses All RDG- courses STA-	Board Book Page 77
84	DETERS, LAURA	2012 01 09	2012 01 09	Allied Health	AHE-040, 043, 045, 051, 052, 054, 086 PNC- clinicals	
85	VEACH-WATSON, TARA	2012 08 21	2012 05 14 (1)	Humanities & Communication	All ENG- courses (excluding ENG-110, 111, & 112)	All INS- courses All HUM- courses All LIT- courses All RDG- courses STA
86	KITTEN, LEO	2012 08 21	2012 05 14 (2)	Technology	All CAD- courses All CIM- courses EET-049 TEC-040, 043, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 060, 080	
87	KNEBEL, TY	2012 12 17	2012 12 10	Vandalia Correctional Center	TEC-040, 043, 048, 070 WEL-047, 048, 056, 057, 058, 059, 061	
88	HOOD, SHANNON	2013 08 22	2013 08 12 (1)	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	HED-290
89	HILL, SARAH	2013 08 22	2013 08 12 (2)	Academic Support	Academic Support – Library	All EDU- courses All RDG- courses SFS-101
90	BROWN, DEWAYNE	2013 11 27	2013 10 09	Vandalia Correctional Center	ATO-040 CSM-065, 066, 067, 068	
91	BRIGHT, ANDREA	2014 03 01	2013 10 13 (1)	Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services RDG-007, 009, 050
92	MELTON, JENNIFER	2014 03 01	2013 10 13 (2)	Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services SOS-050
93	REINHART, ANTHONY (WOODY)	2014 06 09	2014 05 12	Agriculture	AGR-080, 083, 087, 088, 091, 086, 094, 082, 089, 092, 097	
94	MUNGER, JAMES	2014 08 22	2014 06 09	Business	All CIS- courses All ITT- courses	
95	MILLER, CLAIRE	2014 08 22	2014 08 11 (1)	Math & Science	All CHM- courses	
96	GAINES, ANDREW	2014 08 22	2014 08 11 (3)	Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services INS-200, 299 All PSY- courses All SOS- courses
97	WILDMAN, RYAN	2015 08 24	2015 04 13 (1)	Agriculture	All SOE sections in AGR AGR-040, 122, 131, 134, 207, 120, 121, 123, 124, 201	AGR-014, 046, 049, 095, 096, 098, 111, 112, 132,

98	KOESTER, CASSIE	2015 08 24	2015 05 11 (1)	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
99	SMITHENRY, KIMBERLY	2015 08 24	2015 05 11 (2)	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
100	PARRISH, KATIE	2015 08 24	2015 05 11 (3)	Social Science & Education	All SOC- courses All SOS- courses	All INS- courses SFS-101
101	ALLEN, DANIEL	2015 08 24	2015 06 08 (1)	Math & Science	All PHY- courses	All ESC- courses
102	NASSERIPOUR, RAKHSHA	2015 08 24	2015 06 08 (2)	Math & Science	All PHY- courses	
103	FULK, JOSHUA	2015 08 24	2015 08 10	Technology	BCT-064 CAD-052, 056 All CET- courses TEC-040, 043, 045, 048, 050—056, 060, 080	
104	MILLER, ROBERT	2016 01 08	2015 12 14	Agriculture	All JDA- courses	AGR-090, 151 TEC-048
105	BRANDT, HAYLEE	2016 08 19	2016 09 12	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
106	ULM, TANILLE	2017 08 18	2017 07 10	Social Science & Education	All ECE- courses All EDU- courses	SFS-101
107	YESKE, MOLLY	2017 08 18	2017 08 14 (2)	Allied Health	All MAP- courses	
108	UPHOFF, BEULAH	2018 01 05	2017 11 13	Allied Health	AHE-040, 041, 042, 043, 045, 051, 052, 054, 055, 086	
109	RINCKER, LAURIE	2018 08 17	2018 05 14 (1)	Math & Science	All BIO- courses	
110	RODGERS, MATTHEW	2018 08 17	2018 05 14 (2)	Agriculture	All JDA- courses	
111	DAILEY, MADISON	2018 08 17	2018 07 16	Social Science & Education	All HED- courses except HED-102 and HED-290; SOS-050	
112	CHAMBERS, DAVID	2019 06 03	2019 05 13	Social Science & Education	All CJS- courses	
113	WILDER, HAYDEN	2019 08 16	2019 03 11	Agriculture		
114	HARLEY, SARAH	2019 08 16	2019 04 08 (1)	Math & Science	All MAT- courses	
115	ROY, KYLE	2019 08 16	2019 04 08 (2)	Math & Science	All MAT- courses	
116	HASKENHERM, TARAH	2019 08 16	2019 06 10 (1)	Allied Health	All ADN- courses except ADN-061 All PNC- courses All MAP- courses AHE-041, 042, 044, 045, 051	
117	HOENES, CASEY	2019 08 16	2019 06 10 (2)	Allied Health	All ADN- courses except ADN-061 All PNC- courses All MAP- courses AHE-041, 042, 044, 045, 051	
118	FLOYD, MACKENZIE	2019 08 16	2019 08 12	Allied Health	All ADN- courses except ADN-061 All PNC- courses All MAP- courses AHE-041, 042, 044, 045, 051	

119	AMIGONI, NICKI	2020 01 10	2019 11 11	Allied Health	All DHY- courses	Board Book Page 73
-----	----------------	------------	------------	---------------	------------------	--------------------

**Lake Land College Board of Trustees
Schedule of Meetings
2020**

January 13, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
February 10, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
March 9, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
April 13, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
May 11, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
June 8, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
July 13, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
August 10, 2020	6:00 p.m.	Kluthe Center, Room 220, Effingham
September 14, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
October 12, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
November 9, 2020	6:00 p.m.	Board & Administration Center Room 011, Mattoon
December 14, 2020	6:00 p.m.	Board & Administration Center, Room 011, Mattoon

MEMO

TO: Jon Althaus, Vice President for Academic Services
FROM: Emily Ramage, Director of Grants and Academic Operations
DATE: December 18, 2019
RE: Acceptance of FY20 John Ullrich Foundation Grant Award

I am pleased to inform you that Lake Land College has been awarded a grant distribution from the John Ullrich Foundation. As in prior years, the Foundation requests that the College refrain from publicizing this grant and disclosing the amount of funding received. Please note that in order to comply with the Foundation's confidentiality guidelines, references to dollar amounts have been removed from the attached award letter, and the authority to issue a press release on this award rests solely with the John Ullrich Foundation.

For FY20, the Ullrich Foundation will continue to provide individual scholarships to support students majoring in agriculture who are from Coles, Douglas, Macon, Piatt, and Moultrie counties. Grant funds will also be used to support a variety of instructional supplies and materials for the Agriculture Division including a greenhouse growing system, interactive displays for certain training equipment, and a scissor lift.

This is the fourteenth year that the John Ullrich Foundation has provided support to our renowned Agriculture Division and its students. I would like to congratulate and thank Ryan Orrick, Agriculture Division Chair, for his leadership and assistance with the proposal.

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



Busey Wealth Management
130 North Water St.
Decatur, IL 62523
busey.com

November 25, 2019

Mr. Jonathan B. Bullock, Ph.D.
President
Lake Land College Foundation
5001 Lake Land Blvd
Mattoon, IL 61938

RE: John Ullrich Foundation

Dear Dr. Bullock:

This letter is to inform you that in response to your previously submitted request, the Trustees of the John Ullrich Foundation have approved the distribution of [REDACTED] to be used specifically for Agriculture Student Scholarships, Greenhouse Growing System, Interactive Educational 4K Display Package, and the Skyjack SJIII 3219 Scissor Lift.

Before receiving the distribution, the John Ullrich Foundation Trustees request that Lake Land College Foundation acknowledges the intent to honor the following terms resulting from the fact that the John Ullrich Foundation is a private charitable foundation:

1. The authority to grant a press release in this matter resides solely with the Foundation and not the recipient of these funds.
2. You may list the John Ullrich Foundation as a donor or benefactor in publication produced by your organization. However, you may not publicly disclose the amount of the grant.
3. While requesting confidentiality from your organization's governing body and staff, you may disclose the amount of the distribution as you see fit.
4. You may disclose to other potential donors the fact that your organization has received a distribution from the John Ullrich Foundation but not the amount of the grant.
5. Clear understanding that if the funds are not used for the intended purpose outlined specifically in your request for distribution, the organization agrees to return the funds to the John Ullrich Foundation.
6. Agreement to provide the Foundation with a summary report by **July 31, 2020**; including a detailed line item report as to how the funds were utilized. This report



Busey Wealth Management
130 North Water St.
Decatur, IL 62523
busey.com

should be **separate** from any grant requests. Failure to provide such reporting by July 31, 2020 may disqualify your organization for future grant requests.

7. If the grant funds awarded to your organization have not been exhausted by **July 31, 2020**, please provide a report on the organization's progress including a timeline on when you anticipate the program or project to be complete. Upon completion, you must still comply with providing the Foundation the summary report with the detailed breakdown of how funding was utilized. Failure to provide this detail may disqualify your organization for future grant requests.
8. Please return the enclosed acknowledgement, indicating that the above grant amount is recognized by your organization. The check will then be sent once the foundation has received your signed acknowledgement

Please sign the enclosed acknowledgement and return in the self-addressed envelope:

Busey Wealth Management
Attn: Shondra Lynch
130 N. Water St.
Decatur, IL 62523

On behalf of the Trustees of the Foundation, best wishes to your organization and much success in your endeavors. Should you have any questions or if you plan to consider any recognition engagements associated with the program/project that was supported by the John Ullrich Foundation, please contact me directly at (217) 425-8284.

Very Truly Yours



Shondra D. Lynch
Vice President & Trust Officer
Busey Bank

Enclosures

MEMO

TO: Jon Althaus, Vice President for Academic Services

FROM: Emily Ramage, Director of Grants and Academic Operations

DATE: December 18, 2019

RE: Acceptance of 2019 USDA Distance Learning and Telemedicine Grant Award

It is my pleasure to inform you that the United States Department of Agriculture has selected Lake Land College to receive a 2019 Distance Learning and Telemedicine grant program award in the amount of \$224,243. The award notification is attached.

This funding allows Lake Land College to implement the Rural Education Delivery System (REDS) project that connects the College to five high school sites via high definition video and audio conferencing capabilities, as well as establishes connections between the high school sites themselves. This grant funding will be used to purchase the distance learning technology equipment and associated training for the project.

The high schools selected for this project were chosen based on their rurality score, SAIPE (Small Area Income and Poverty Estimates) percentage, 12-month post-graduation college attendance rate, and current availability of General Education Core Curriculum (GECC) dual credit offerings. Data from Lake Land College indicates the more rural school districts are less likely to have the resources, or qualified teachers available to offer dual credit instruction in GECC courses. Project Partners are:

Site Name	Physical Address	Designation
Lake Land College	5001 Lake Land Blvd. Mattoon, IL	Hub
Cowden-Herrick High School	633 County Hwy 22 Cowden, IL	Hub/End-User
Oakland High School	310 N Teeter Street Oakland, IL	Hub/End-User
Ramsey High School	702 W 6th Street Ramsey, IL	Hub/End-User
St. Elmo Jr/Sr High School	300 W 12th Street St. Elmo, IL	Hub/End-User
Windsor Jr/Sr High School	1424 Minnesota Windsor, IL	Hub/End-User

By creating dual credit and course sharing opportunities in rural school districts with currently low college attendance rates through distance learning, Lake Land College seeks to positively impact the pursuit of further education beyond high school for the students in the districts. This project will focus on resolving the following challenges and needs:

1. The need for a distance learning network to reach rural high schools in the Lake Land College district.
2. The need for more qualified dual credit instructors.
3. The need to increase college attendance and improve college readiness among students.

The REDS project will be coordinated by Lisa Shumard-Shelton, Director of Dual Credit and Honors Experience, in collaboration with Information Systems and Services.

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



Rural Development

Rural Utilities Service

1400 Independence Ave SW,
Room 2844 Stop 1597
Washington, DC 20250

Voice 202.720.0800

November 20, 2019

Ms. Emily E. Ramage
Director Grants & Academic Operations
Lake Land College
5001 Lake Land Boulevard
Mattoon, Illinois 61938-9366

Re: DLT 2019-090

Dear Ms. Ramage:

I am pleased to congratulate you on your organization's selection for a \$224,243 grant under the 2019 *Distance Learning and Telemedicine Grant Program* administered by the Rural Utilities Service.

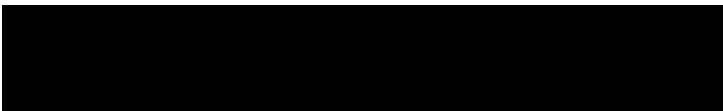
In the near future, you will receive legal documents for your execution. This will formalize the agreement and enable you to request funds. If you wish to view the grant document, you will find a blank copy on our website under the Forms and Resources tab at:

<http://www.rd.usda.gov/programs-services/distance-learning-telemedicine-grants>

Your final budget is enclosed. Any adjustments to your budget are noted on the last page.

We look forward to working with you to bring the benefits of advanced telecommunications services to rural America.

Sincerely,



CR

Chad Rupe
Administrator
Rural Utilities Service

Enclosure

cc: Mr. Douglas Wilson
Illinois State Director

LAKE LAND
C O L L E G E

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 9, 2019
Subject: CTS Performance Contract

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College plans to utilize the CTS Group out of St Louis, Missouri as the performance contractor.

I respectfully request you approve the attached performance contract with CTS Group of St Louis, Missouri in the amount of \$1,944,631 for the mechanical, electrical, plumbing, windows and storefront, program management and construction management services for trades direct to the College.

**CTS
AGREEMENT**

CUSTOMER NAME:
DATE OF SUBMISSION:

**Lake Land College
January 13, 2020**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. GENERAL PROVISIONS	1
2. CTS'S RESPONSIBILITIES	1
3. CUSTOMER'S RESPONSIBILITIES.....	5
4. SUBCONTRACTS.....	5
5. INSTALLATION AND ACCEPTANCE.....	6
6. PRICE AND PAYMENT.....	6
7. CHANGES IN THE PROJECT	7
8. INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY.....	8
9. TERMINATION OF THE AGREEMENT	10
10. ASSIGNMENT AND GOVERNING LAW.....	11
11. MISCELLANEOUS PROVISIONS.....	11
12. ARBITRATION	12
13. PURSUANT PHASES OF WORK	13

ATTACHMENT A	THE WORK (SCOPE-OF-WORK)
ATTACHMENT B	THE INSTALLATION SCHEDULE
ATTACHMENT C	SUPPORT SERVICES
ATTACHMENT E	ENERGY GUARANTEE
ATTACHMENT F	SCHEDULE OF SAVINGS
ATTACHMENT G	PROJECT ACCEPTANCE

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

ARTICLE 1

GENERAL PROVISIONS

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") is made this 13th day of January, 2020 (the "Effective Date") by and between Control Technology & Solutions, LLC ("CTS"), a Missouri Corporation, with a principal place of business at 16647 Chesterfield Grove Rd #200, Chesterfield MO 63005, and **Lake Land College, District 517**, ("CUSTOMER") with a principal place of business at 5001 Lake Land Boulevard, Mattoon, IL 61938 (collectively the "Parties").

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

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

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

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

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

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

ARTICLE 2

CTS'S RESPONSIBILITIES

2.1 CTS Services

2.1.1 CTS shall be responsible for construction of the Project.

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

2.2 Responsibilities with Respect to the Work

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

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

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

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

2.3 Patent Indemnity

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

2.3.2 If such a suit has occurred, or in CTS's opinion is likely to occur, CTS may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is

not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

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

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

2.4 Warranties and Completion

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

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

2.4.3 The warranties set forth herein are exclusive, and CTS expressly disclaims all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability and fitness for a particular purpose, with respect to the equipment and materials provided hereunder. CTS shall not be liable for any special, indirect, incidental or

consequential damages arising from, or relating to, this limited warranty or its breach.

2.5 Hazardous Materials

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

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

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

ARTICLE 3

CUSTOMER'S RESPONSIBILITIES

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

3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work and render decisions promptly.

3.3 CUSTOMER shall furnish to CTS all information in its possession regarding legal limitations,

utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.

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

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

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

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

ARTICLE 4

SUBCONTRACTS

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

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

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

ARTICLE 5

INSTALLATION AND ACCEPTANCE

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

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

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

CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by CTS pursuant to the Installation Schedule.

ARTICLE 6

PRICE AND PAYMENT

6.1 Price

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

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

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

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

6.1.5 The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle CTS to an equitable adjustment in the price and schedule.

6.2 Payment

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

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

ARTICLE 7

CHANGES IN THE PROJECT

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

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

7.3 Claims for Concealed or Unknown Conditions

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

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

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

7.5 Emergencies

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

7.6 Minor Changes

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

ARTICLE 8

INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

8.1 Indemnity

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

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

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

8.1.4 Notwithstanding anything to the contrary herein, if a portion of the Work involves the installation,

maintenance, monitoring and/or testing of systems associated with security and/or the detection of and/or reduction of risk of loss associated with fire, the terms and conditions listed below herein will apply and govern that portion of the Work.

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

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

8.2 Contractor's Liability Insurance

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

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

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

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

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

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

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

8.3. CUSTOMER's Liability Insurance

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

8.4 Insurance to Protect Project

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

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

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

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

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

8.5 Property Insurance Loss Adjustment

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

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

8.6 Waiver of Subrogation

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

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

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

8.7 Limitation of Liability

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

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

ARTICLE 9

TERMINATION OF THE AGREEMENT

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

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

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

ARTICLE 10**ASSIGNMENT AND GOVERNING LAW**

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

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

ARTICLE 11**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

To CTS:

CTS
16647 Chesterfield Grove Rd #200,
Chesterfield MO 63005

To CUSTOMER:

5001 Lake Land Boulevard
Mattoon, IL 61938

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12

ARBITRATION

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

This Agreement shall be governed by the laws of the State of Illinois. The location for any arbitration or litigation shall be the location of the project, unless the parties mutually agree otherwise.

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

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

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

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

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

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

ARTICLE 13 **PURSUANT PHASES OF WORK**

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

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



APPROVALS:

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

CTS

Lake Land College

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

ATTACHMENT A
SCOPE OF WORK

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

As Life Cycle Infrastructure Program Manager, CTS will provide single source responsibility for contracted infrastructure improvements and building renovations. Driving design development, CTS will provide energy modeling simulations that help CUSTOMER balance up-front capital costs with the ongoing operational expenses created by the various equipment and control options. CTS will guarantee construction budgets and operation outcomes.

DELIVERABLES:

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

CTS to provide preliminary LEED and Sustainability assessment of each planned campus project to determine the viability of integrating these initiatives within construction design.

CTS full construction services will include solicitation of competitive bids for subcontractors and work with the CUSTOMER to select subcontractors. CTS to execute subcontracts for services.

CTS to provide an on-site project manager that will be supported by our home office in St. Louis. CUSTOMER will be given the opportunity to meet with and approve the Project Manager assigned to each project.

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

SCOPE OF WORK

(Continued)

Initial project focus will be on the main campus in Mattoon, specifically the Workforce & Community Education Building. The building renovations have been identified below and will be proposed to the Board of Trustees at the January 2020 meeting. Implementation of these projects will commence in the spring of 2020 and carry over through the following fall, with substantial completion of the Workforce & Community Education Building planned for January 1, 2021.

General Requirements

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

Construction Drawings & Submittals

The following applies to the planned construction of the new Workforce & Community Education Building.

- A. For all equipment, systems and materials, CTS shall furnish submittals to LLC personnel. Before submitting, CTS shall check same against project conditions which may vary from dimensions on the drawings. Submittals shall bear evidence of having been checked by CTS prior to submission.
- B. Architectural equipment, systems and materials can be transmitted in *pdf* format to the Director of Facilities or Vice President for Business Services.
- C. LLC personnel will review shop drawings and submittals to see that they conform to the original drawings and specifications, but it shall be the responsibility of CTS to see that work complies with the Contract Documents, and fits to project conditions and to material installed later. CTS shall be responsible for dimensions and quantities.
- D. Fabrication or installation of equipment, systems or materials shall not proceed until each respective submittal bears evidence of review by LLC personnel.

As-Built Drawings

CTS shall, during progress of the work, record any and all changes or deviations from the original drawings and layout of the work and record critical dimensions of buried or concealed work. At the completion of the project CTS shall deliver to LLC one marked up set of "As-Built" drawings. CTS to provide AutoCAD mechanical and plumbing drawings and marked up set of architectural and electrical to allow College staff to complete AutoCAD revisions.

SCOPE OF WORK
(Continued)

Workforce & Community Education Building:

Construction to be consistent with **JH Petty & Associates** Architectural and **WRF Engineers** Mechanical, Electrical & Plumbing Bid Documents, Drawings and Schedule. The overview below is specific to the work as identified on the design documents above.

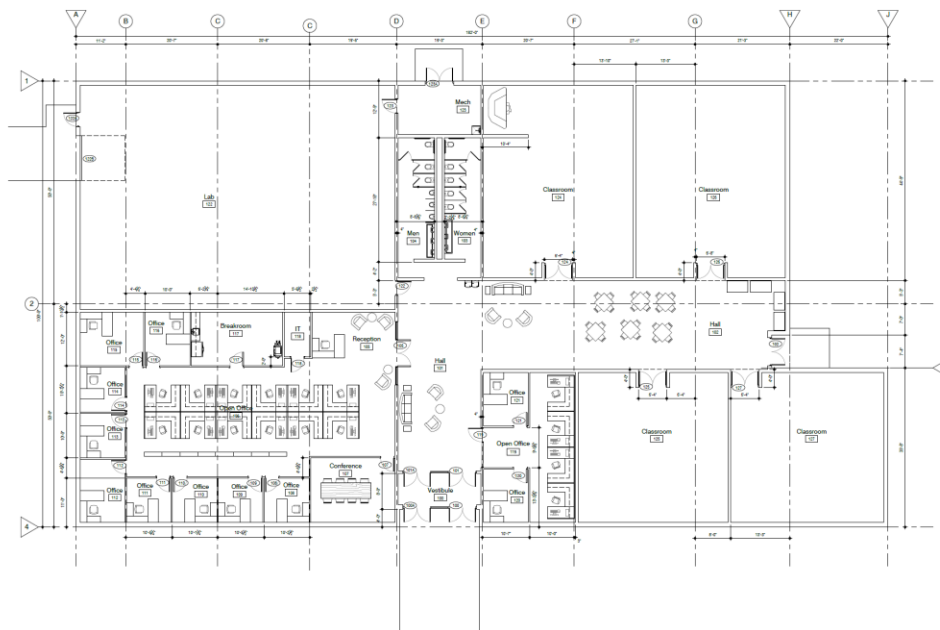
CTS to provide a turn-key service for the Architectural and Engineering design, labor, material, and equipment for the construction / renovations to the Workforce & Community Education Building to be located north of the West Building. Site work will commence in February, with the anticipated building renovations completion in December of 2020.

The College has had the opportunity to review and approve final architectural plans, construction documents, and equipment schedules. All Work is to be completed in compliance with the International Building Code (IBC) 2012 and all applicable state and local building codes. CTS will lead a construction team to provide the energy related aspects of the project to optimize building efficiencies, lower future utility costs, and implement sustainable energy initiatives. This will include adding this building to the campus wide geothermal system. We have included air and water balance of the new systems installed as part of this contract. Final system training will be provided for the College staff, where all contractors will be present to ensure system operation as designed.

Because other activities of the College will be proceeding at the same time as the work covered by this Scope of Work, CTS shall cooperate with the College to ensure that all contract work progresses in a manner which does not conflict with other activities.

Workforce & Community Education Building (16,750 Square Feet)

Final Design to be consistent with schematic floor plan (dated 9/4/19)



SCOPE OF WORK

(Continued)

Construction to be consistent with **JH Petty & Associates** Bid Set *(dated 11/22/19)* and **WRF Engineers** Mechanical, Electrical & Plumbing Bid Set, *(dated 11/22/19)* and **BWC Engineering** Civil Bid Set, *(dated 11/22/19)*. The overview below is specific to the work as identified on the design documents above. CTS to provide the following services directly through our subcontracting trades.

Fire Protection, Plumbing, Mechanical, Electrical, and Window Glazing Scope of Services

1. Install air distribution ductwork including Sheetmetal ducts, supply, and return diffusers and grills, and manual balancing dampers for supply and return air branch ducts as shown on the plans.
2. Provide vibration isolation for equipment per mechanical specifications.
3. CTS to install all shown and required piping. Include appropriate 1" thick insulation.
4. All exposed supply and return ductwork to be double wall, paint grip sheet metal.
5. CTS to work with DCI to install control wiring for exhaust fans and cabinet unit heaters shown on drawings.
6. CTS to provide and install programmable thermostats for each VRF mechanical unit.
7. CTS to provide testing and balancing and commissioning of installed equipment to ensure system is completely operational.
8. CTS to install all work in compliance with the Illinois Plumbing Code 2004 edition.
9. Install all new sanitary lines for plumbing fixtures as shown on drawings.
10. Install 4" sanitary sewer piping to site sanitary sewer piping. See civil plan for coordination. Include Wye and cleanout at connection.
11. Install 2 ½ " water service from new building to existing site connection including branch shut off valves as required. All interior plumbing lines with appropriate shut off valves. Include 1" Armaflex for insulating all water piping.
12. Install new 6" fire service line with hydrant, including connections to existing line. *(See BWC Site Drawings dated 12/6/19)*.
13. Install plumbing fixtures as shown on the plumbing fixture schedule including water heater and associated devices.
14. All waste and vent piping to be schedule 40 PVC with solvent weld joints, minimum 3" waste piping below floor and 2" min vent size unless noted otherwise.
15. All vent piping exposed shall be cast iron for ceiling return plenum.
16. CTS to install electrical connection in strict accordance with the 2017 International Electric Code.
17. All wiring shall be #12 AWG copper in EMT conduit unless specified otherwise.
18. Install device cover plates in classrooms and corridors as shown on drawings. Other spaces shall be stainless steel.
19. Providing and install all lighting and lighting controls as shown on drawings. Install new light switches and lighting system as shown. This includes the lighting Alternates for custom lighting in the main corridor and classroom signage.
20. Install new panels as shown on drawings install conduit and wire from existing West Building Power Plant.

SCOPE OF WORK

(Continued)

21. Install 2" conduit from IT room to West Building Power Plant for fibre optics line. Include pull string for Owner's use.
22. Install new fire alarm devices and tie into the existing fire alarm system. Provide a final test before building opening to ensure the complete working fire alarm system.
23. Provide and install duct smoke detector in return ducts as shown on drawings. Connect to fire alarm system.
24. Provide electrical power connections and site electrical utility installation from utility to the building. Electrical contractor to coordinate as needed with the local utility and CTS project manager any power shut-downs, utility visits, and any other scope required for the electrical contractor to provide electrical power to the building.
25. Install all aluminum framed windows, aluminum framed entrances, aluminum storm doors and frames, aluminum storefront windows, aluminum storm windows, fire rated window systems, and glass and glazing products, per the Project Documents.
26. Furnish grey-lite glazing on all exterior wall components.
27. Furnish and install all aluminum storefront windows per the Project Documents. Aluminum door hardware by others.
28. Furnish and install all fire rated window systems per the Project Documents.
29. Furnish and install all miscellaneous wood blocking/shims as required to install and secure the framing.
30. CTS to furnish and install all required interior and exterior caulking at all new aluminum frames. Apply in a manner to ensure airtight and watertight continuous perimeter seal so as to prohibit seepage of cold air, water, and bugs into the insulated cavity.
31. Color of sealant to be selected by architect from manufacturer's full range of colors. A custom (2) part sealant may be required to achieve color match to custom frame color.
32. Furnish and install all interior glazing including but not limited to door lites, side lite glazing, borrowed lights, etc. Provide fire rated glazing where called out or required.
33. Upon completion of installation CTS to remove all sealants, caulking and all other foreign materials from the aluminum window surfaces. Remove all labels from glass. Remove all adhesive residue. Remove all packing materials and waste generated from installation from the grounds and place in project dumpsters.

The balance of construction services will be contracted directly by the College:

- Concrete
- General Trades
- Pre-Engineered Metal Building
- Casework
- Epoxy Finishes
- Painting
- Flooring
- Doors, Frames, HW (material only)
- Controls & Security

SCOPE OF WORK

(Continued)

Project Clean Up:

CTS and our Contractors will be responsible for daily and weekly clean-up of any item resulting from their work. CUSTOMER will notify CTS if they are delinquent on the clean-up of their items. If CTS' Contractors does not immediately comply, CUSTOMER will have their debris cleaned up and deduct the costs for this work from their contract.

Exclusions:

1. We understand that there is no glycol in the existing chilled water, hot water, or geothermal systems in this building, and it is Lake Land Colleges desire to keep this systems glycol free. We specifically exclude glycol from this contract. There are control sequences in place to help protect against freezing, but these sequences alone do not protect against freezing in all situations.
2. Window Furnishings and Office Furniture, unless clearly specified in the Construction Documents.
3. CTS to provide electronic door strikes on main entrance doors. College to provide security and remote access control through Others.
4. Limited Landscaping provided within Scope of Work (*Prep, Grading, and Seeding*)
5. Phone, Data, Intercom, kitchen appliances covered by College.

Construction Services

1. Program Management Services:

CTS will perform as "Program Manager" for non-energy related projects, remaining the College's agent and advisor throughout the building renovations. As a Program Manager, CTS will provide construction insight and functionality to the future proposed building renovations, and support/lead the implementation of any non-energy related building renovations.

Pre-Construction Phase.

CTS has worked with **JH Petty & Associates** and **WRF Engineers** to oversee construction schedule and "constructability" of the proposed building renovations.

The non-energy related projects have been competitively bid direct to the College through trade contractors. CTS' role in this process has included some, all, or none of the following:

- 1) advise the College on site selection and on the selection of materials, building systems, and equipment,
- 2) participate in project design review meetings with the College and Architect,
- 3) make recommendations whenever design details might adversely affect costs, schedule, or constructability,
- 4) review 75% Construction Document Cost Estimate and recommend corrective action if the costs might exceed the budget,
- 5) review of 95% Construction Documents for completeness, clarity and construct ability,
- 6) provide input into site planning, sequencing and staging – work with Architect to schedule project construction related activities,
- 7) make recommendations to the College, regarding division of work in order to facilitate competitive bidding and awarding of subcontracts,

SCOPE OF WORK*(Continued)*

- 8) assist the College and Architect in advertising for bids and publishing the specifications,
- 9) work with Architect to conduct pre-bid conferences with subcontractors,
- 10) analyze the contractors' bids and make recommendations to the College on contract awards,
- 11) assist the College in selecting special consultants and testing laboratories,
- 12) work with Architect to prepare and execute subcontracts and purchase orders with subcontractors, (College to issue contracts).

Construction Phase Administration

CTS will provide a staffing plan to include one or more representatives who shall provide Project Site Supervision during Construction. CTS to provide on-site administration of the contracts for construction in cooperation with the Architect. CTS to provide administrative, management and related services to coordinate scheduled activities and responsibilities of the multiple prime contractors.

- 1) coordinate and direct the work of the subcontractors in lieu of a General Contractor, including holding weekly contractor meetings and two weeks look ahead scheduling. Update overall schedule every month,
- 2) work with Architect to conduct a general pre-construction meeting with subcontractors prior to the start of construction,
- 3) provide site security and control site access, (OTHERS to provide necessary site chain link perimeter fence with gates and designated area for trailers),
- 4) work with Architect to review and process shop drawings and other submittals, (Architect provide final approval),
- 5) establish, monitor and regularly update the construction schedule,
- 6) work with Architect and contractors to maintain and provide "as-built" record drawings,
- 7) review requests for changes, challenge the cost of the subcontractors as necessary, and make recommendations to the College and Architect,
- 8) work with Architect to review and process pay request applications by the subcontractors,
- 9) develop and monitor a comprehensive safety program for the Project,
- 10) conduct meetings with the College's and Architect representatives to review construction progress, scheduling, problems etc.,
- 11) Establish and maintain Quality Control and Quality Assurance standards.

Compensation for Program Management Services and Pre-Construction Services have already been provided by the College.

PAYMENT SCHEDULE**Summary of Project Cost**

Mechanical, Electrical, Plumbing, Windows & Storefront, Program Management	\$ 1,869,367
<u>Construction Management for Trades Direct to College (Not To Exceed)</u>	<u>\$ 75,264</u>
TOTAL:	\$ 1,944,631

ATTACHMENT B
INSTALLATION SCHEDULE

The Project Team will mobilize in February 2020. CTS will release subcontracts by the end of January 2020. Final construction of the Workforce & Community Education Building will be substantially completed by January 1, 2021. Mobilization and installation of projects are to minimize interruptions to classes and college activities.

Overall, key milestone dates are highlighted below, but will be altered to accommodate college activities as we proceed through the installation of the Scope of Work.

- Award Contract January 13, 2020
- Construction to follow Project Schedule developed by CTS Project Manager and updated at various intervals of the summer construction.
 - Mobilization and Commence Site Work in February 2020
 - Building Foundations completed in April 2020
 - Set Pre-Engineered Metal Building through May 2020
 - Site Utilities completed by July 2020
 - Mechanical, Electrical & Plumbing through August 2020
 - Site Paving & Concrete in September 2020
 - Interior Finishes through November 2020
 - Commissioning & Move Furniture in December 2020
 - Final Grading & Clean up in December 2020
- CTS will work with the College and contractors to allow the College to access specific areas for Spring activities.
- Substantial Completion for the new building is targeted for January 1, 2021. We will work with the College to allow College staff to start final building prep in December – and we will develop a schedule for contractors to complete the building construction in early December to allow time for final clean up and relocation of furniture from existing Workforce Development Center. CTS will work with the College to come up with a workable plan to allow minimal interruptions to campus activities and schedule.
- Punch list items and staff training will be completed by February 15, 2021.

ATTACHMENT C
SUPPORT SERVICES

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

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

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

ATTACHMENT E
ENERGY GUARANTEE

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **TERM AND TERMINATION**

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

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

3. **SAVINGS GUARANTEE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit model of energy consumption or demand
3. Post-retrofit measured energy consumption

4. Post-retrofit measured demand and time-of-use
5. Post-retrofit energy and demand charges
6. Sampling Plan
7. Stipulated values

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

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

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

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

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

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

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

3.5 Guarantee Adjustment. CTS's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment F; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to an agreement by CTS; (3) CUSTOMER sending all current utility bills to CTS within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months CTS may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) CTS's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, CTS may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless CTS has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.

ATTACHMENT F
SCHEDULE OF SAVINGS

1. Schedule of Savings

The total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$2,209,452. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement.

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

1.1.2 Secured Grants and Renewable Energy Credits. CTS will work with the CUSTOMER to apply for energy efficient building design and renewable energy grants. This would include applicable grants available through the Illinois Clean Energy Community Foundation and local Utility Service Providers, as well as other similar Federal grants. Buildings owned and operated by tax-exempt local public schools can receive grants as incentives to implement energy conservation strategies within planned building renovations and new construction. CTS currently does not attribute any of the potential grants or RECs towards the projected operational savings, but any grants or RECs secured will be included in the aggregated Savings.

1.1.3 Long Term Operating Cost Reductions. The Community College Act allows energy conservation measures that provide long term operating cost reductions. . Long Term Operating Cost Reductions reflect the expenses eliminated and future replacement expenditures avoided as a result of new equipment installed or services performed. Operations and maintenance (O&M) savings and avoided capital costs are typically incorporated into a lifecycle operational cost-effectiveness analysis. Avoided capital costs are future capital expenditures that are unnecessary after a building system has been upgraded. Operations and maintenance savings typically include decreased maintenance costs and staffing reductions that are related to the installation of new energy conservation measures. As equipment ages the frequency and costs of repairs and maintenance increases as you near the end of the equipment's usefulness.

The \$2,209,452 in long-term operating costs would include capital dollars budgeted for the building infrastructure additions that are reallocated towards the Performance Contract and avoided in the Construction Management services. These new systems are an integral component of the new building additions and reflect the energy components of the building additions.

Planned Capital Expenditure Assessment

Project Description: *Workforce & Community Education Building Energy Components of Construction*

MEP/F & Windows Installation Costs Summer 2020	\$	1,869,367
Design Services (10%)	\$	186,937
Construction Management Services (4.75%)	\$	88,795

Avoided Capital Construction Cost	\$	2,145,099
-----------------------------------	----	-----------

Future Planned Expenditures	\$	2,209,452
<small>Deferred to 2021 under traditional construction process</small>		

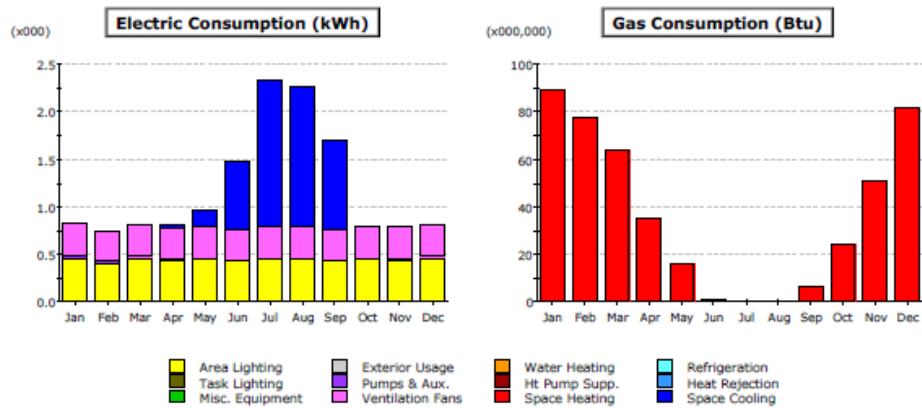
1.1.4 Long Term Energy Cost Reductions. In the spirit of sustainability on the Lake Land College Campus, the campus geothermal diversification loop will serve new Workforce & Community Education Building. Energy savings attributed to serving the future Workforce & Community Education Building will be determined upon substantial completion of construction. Future campus energy assessments will model the impact of this new building and energy efficiency components incorporated in the design with **JH Petty & Associates** Architectural and **WRF Engineers**. The environmental benefits combined with energy savings are major factors of this sustainable development. The new systems are an integral component of the new building renovations and reflect the energy components of the campus renovations.

eQUEST Energy Model Overview

To quantify the energy impact of the systems being installed in the new construction, eQuest, a commonly used, open source energy modeling software tool was utilized. The building will be modeled in the software considering all of its energy efficient building envelope upgrades, LED lighting, building automation and with the Heating, Ventilation and Air-Conditioning (HVAC) System options.

Utilizing the campus utility rates of \$0.53/therm and \$0.101/kwh, the annual energy costs for the new building, CTS will provide an analysis similar to those we have previously provided below.

Project/Run: LLC - Maintenance Building - Baseline Design Run Date/Time: 03/01/19 @ 11:31



Electric Consumption (kWh x000)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Space Cool	-	-	-	0.03	0.17	0.72	1.54	1.46	0.93	0.00	-	-	4.86
Heat Reject.	-	-	-	-	-	-	-	-	-	-	-	-	-
Refrigeration	-	-	-	-	-	-	-	-	-	-	-	-	-
Space Heat	-	-	-	-	-	-	-	-	-	-	-	-	-
HP Supp.	-	-	-	-	-	-	-	-	-	-	-	-	-
Hot Water	-	-	-	-	-	-	-	-	-	-	-	-	-
Vent. Fans	0.34	0.30	0.34	0.33	0.34	0.33	0.34	0.34	0.33	0.34	0.33	0.34	3.97
Pumps & Aux.	0.04	0.03	0.03	0.02	0.00	-	-	-	0.00	0.01	0.03	0.04	0.20
Ext. Usage	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-
Task Lights	-	-	-	-	-	-	-	-	-	-	-	-	-
Area Lights	0.45	0.40	0.45	0.43	0.45	0.43	0.45	0.45	0.43	0.45	0.43	0.45	5.26
Total	0.82	0.74	0.81	0.80	0.96	1.47	2.33	2.25	1.70	0.80	0.78	0.82	14.29

Gas Consumption (Btu x000,000)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Space Cool	-	-	-	-	-	-	-	-	-	-	-	-	-
Heat Reject.	-	-	-	-	-	-	-	-	-	-	-	-	-
Refrigeration	-	-	-	-	-	-	-	-	-	-	-	-	-
Space Heat	89.26	77.71	63.82	35.20	15.79	1.12	0.39	0.42	6.50	24.45	50.40	81.65	446.69
HP Supp.	-	-	-	-	-	-	-	-	-	-	-	-	-
Hot Water	-	-	-	-	-	-	-	-	-	-	-	-	-
Vent. Fans	-	-	-	-	-	-	-	-	-	-	-	-	-
Pumps & Aux.	-	-	-	-	-	-	-	-	-	-	-	-	-
Ext. Usage	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-
Task Lights	-	-	-	-	-	-	-	-	-	-	-	-	-
Area Lights	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	89.26	77.71	63.82	35.20	15.79	1.12	0.39	0.42	6.50	24.45	50.40	81.65	446.69

ATTACHMENT G

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____

Agreement Effective Date: _____

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

To: CTS

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

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

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 7, 2020
Subject: Workforce and Community Education Building -
 Concrete

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College recently issued bids which included nine components: concrete, epoxy, general trades, painting, flooring, pre-engineered metal building, casework, doors, frames & hardware, and controls. Each component had individual bid requirements so we are splitting this bid package up into nine (9) different awards for each specific component.

For the bidding process, we advertised in major daily in-district newspapers, held a mandatory vendor's conference, and the architect and project manager each engaged various vendors they have prior experience with. Below is a listing of the bids that were received for the Concrete:

<u>Name</u>	<u>Bid Price</u>
Grunloh Building, Inc. Effingham, Illinois	\$298,884.08
Grunloh Construction Inc. Effingham, Illinois	\$370,000.00
Integrity Concrete & Excavation, LLC Paxton, Illinois	\$264,935.00
Duce Construction Company Champaign, Illinois	\$389,545.00
K. Wohltman Construction, Inc. Effingham, Illinois	\$326,965.00
Christy-Foltz, Inc. Decatur, Illinois	\$404,979.00

It is my recommendation that we award the bid for the concrete for the Workforce and Community Education Building project to Integrity Concrete & Excavation, LLC in the total amount of \$264,935.00.

Bid Log Concrete

Project:		LLC Workforce		Proposed Start Date:			Spring 2020	
	Bid Date	Contractor	Initial Bid	Bond	Final Bid	Qualifications	Notes	
1	1/3/20	K. Wohltman	\$ 305,860.00	\$ 3,000.00	\$ 308,860.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$5,660 Alt #5 \$12,445	
2	1/3/20	Christy-Foltz, Inc.	\$ 376,575.00	\$ 3,000.00	\$ 379,575.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$11,004 Alt #5 \$14,400	
3	1/3/20	Grunloh Building, Inc.	\$ 274,999.00	\$ 2,474.99	\$ 277,473.99	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$4,722.12 Alt #5 \$16,687.97	
4	1/3/20	Grunloh Construction, Inc.	\$ 346,000.00	\$ 2,000.00	\$ 348,000.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$8,700 Alt #5 \$13,300	
5	1/3/20	Integrity Concrete & Excavation, LLC	\$ 242,695.00	\$ 8,495.00	\$ 251,190.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$4,740 Alt #5 \$9,005	
6	1/3/20	Duce Construction Company	\$ 376,625.00	\$ 3,250.00	\$ 379,875.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$9,670 Alt #5 no bid	

Notes:

1

2

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 7, 2020
Subject: Workforce and Community Education Building - Epoxy

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College recently issued bids which included nine components: concrete, epoxy, general trades, painting, flooring, pre-engineered metal building, casework, doors, frames & hardware, and controls. Each component had individual bid requirements so we are splitting this bid package up into nine (9) different awards for each specific component.

For the bidding process, we advertised in major daily in-district newspapers, held a mandatory vendor's conference, and the architect and project manager each engaged various vendors they have prior experience with. Below is a listing of the bids that were received for the Epoxy:

<u>Name</u>	<u>Bid Price</u>
Carpet Weaver's Commercial Champaign, Illinois	\$10,746.00
Midwest Commercial Coatings, Inc. Mahomet, Illinois	\$16,400.00
RP Coatings, Inc. Troy, Illinois	\$18,000.00

It is my recommendation that we award the bid for the epoxy for the Workforce and Community Education Building project to Carpet Weaver's Commercial in the total amount of \$10,746.00.

Bid Log Epoxy

Project:		LLC Workforce		Proposed Start Date:			Spring 2020	
	Bid Date	Contractor	Initial Bid	Bond	Final Bid	Qualifications	Notes	
1	1/3/20	Carpet Weavers Commercial	\$ 10,746.00	\$ -	\$ 10,746.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
2	1/3/20	Midwest Commercial Coatings, Inc.	\$ 16,400.00	\$ -	\$ 16,400.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
3	1/3/20	RP Coatings, Inc.	\$ 18,000.00	\$	\$ 18,000.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
4	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
5	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
6	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		

Notes:

- 1
- 2

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 7, 2020
Subject: Workforce and Community Education Building –
 General Trades

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College recently issued bids which included nine components: concrete, epoxy, general trades, painting, flooring, pre-engineered metal building, casework, doors, frames & hardware, and controls. Each component had individual bid requirements so we are splitting this bid package up into nine (9) different awards for each specific component.

For the bidding process, we advertised in major daily in-district newspapers, held a mandatory vendor's conference, and the architect and project manager each engaged various vendors they have prior experience with. Below is a listing of the bids that were received for General Trades:

<u>Name</u>	<u>Bid Price</u>
Grunloh Construction Inc. Effingham, Illinois	\$555,300.00
Grunloh Building, Inc. Effingham, Illinois	\$424,283.54
K. Wohltman Construction, Inc. Effingham, Illinois	\$637,258.00

It is my recommendation that we award the bid for general trades for the Workforce and Community Education Building project to Grunloh Building, Inc. in the total amount of \$424,283.54.

Bid Log General Trades

Project:		LLC Workforce		Proposed Start Date:			Spring 2020	
	Bid Date	Contractor	Initial Bid	Bond	Final Bid	Qualifications	Notes	
1	1/3/20	K. Wohltman	\$ 579,247.00	\$ 6,151.00	\$ 585,398.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$48,410 Alt #4 \$20,158 Alt #5 -\$16,658	
2	1/3/20	Grunloh Construction, Inc.	\$ 528,000.00	\$ 3,000.00	\$ 531,000.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$31,000 Alt #4 \$10,300 Alt #5 -\$17,000	
3	1/3/20	Grunloh Building, Inc.	\$ 404,328.00	\$ 3,639.00	\$ 407,967.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$24,685.19 Alt #4 \$9,768.13 Alt #5 -\$18,136.78	
4	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
5	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
6	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		

Notes:

- 1
- 2

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 7, 2020
Subject: Workforce and Community Education Building -
 Painting

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College recently issued bids which included nine components: concrete, epoxy, general trades, painting, flooring, pre-engineered metal building, casework, doors, frames & hardware, and controls. Each component had individual bid requirements so we are splitting this bid package up into nine (9) different awards for each specific component.

For the bidding process, we advertised in major daily in-district newspapers, held a mandatory vendor's conference, and the architect and project manager each engaged various vendors they have prior experience with. Below is a listing of the bids that were received for the Painting:

<u>Name</u>	<u>Bid Price</u>
RP Coatings, Inc. Troy, Illinois	\$109,080.00
Midwest Commercial Coatings, Inc. Mahomet, Illinois	\$128,915.00
K. Wohltman Construction, Inc. Effingham, Illinois	\$161,851.00

It is my recommendation that we award the bid for the painting for the Workforce and Community Education Building project to RP Coatings, Inc. in the total amount of \$109,080.00.

Bid Log Painting

Project:		LLC Workforce		Proposed Start Date:			Spring 2020	
	Bid Date	Contractor	Initial Bid	Bond	Final Bid	Qualifications	Notes	
1	1/3/20	K. Wohltman Construction, Inc.	\$ 152,320.00	\$ 1,523.00	\$ 153,843.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$8,008	
2	1/3/20	Midwest Commercial Coatings, Inc.	\$ 118,800.00	\$ 3,565.00	\$ 122,365.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$6,550	
3	1/3/20	RP Coatings, Inc.	\$ 100,000.00	\$ 1,000.00	\$ 101,000.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance	Alt #3 \$8,080	
4	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
5	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
6	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		

Notes:

- 1
- 2

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 7, 2020
Subject: Workforce and Community Education Building -
 Flooring

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College recently issued bids which included nine components: concrete, epoxy, general trades, painting, flooring, pre-engineered metal building, casework, doors, frames & hardware, and controls. Each component had individual bid requirements so we are splitting this bid package up into nine (9) different awards for each specific component.

For the bidding process, we advertised in major daily in-district newspapers, held a mandatory vendor's conference, and the architect and project manager each engaged various vendors they have prior experience with. Below is a listing of the bids that were received for the Flooring:

<u>Name</u>	<u>Bid Price</u>
TSI Commercial Floor Covering, Inc. Champaign, Illinois	\$21,195.00
Carpet Weaver's Commercial Champaign, Illinois	\$25,776.00

It is my recommendation that we award the bid for the flooring for the Workforce and Community Education Building project to TSI Commercial Floor Covering, Inc. in the total amount of \$21,195.00.

Bid Log Flooring

Project:		LLC Workforce		Proposed Start Date:			Spring 2020	
#	Bid Date	Contractor	Initial Bid	Bond	Final Bid	Qualifications	Notes	
1	1/3/20	TSI Commercial Floor Covering, Inc.	\$ 21,195.00	\$ -	\$ 21,195.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
2	1/3/20	Carpet Weaver's Commercial	\$ 25,776.00	\$ -	\$ 25,776.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
3	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
4	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
5	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
6	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		

Notes:

- 1
- 2

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 7, 2020
Subject: Workforce and Community Education Building – Pre-Engineered Metal Building

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College recently issued bids which included nine components: concrete, epoxy, general trades, painting, flooring, pre-engineered metal building, casework, doors, frames & hardware, and controls. Each component had individual bid requirements so we are splitting this bid package up into nine (9) different awards for each specific component.

For the bidding process, we advertised in major daily in-district newspapers, held a mandatory vendor's conference, and the architect and project manager each engaged various vendors they have prior experience with. Below is a listing of the bids that were received for the Pre-Engineered Metal Building:

<u>Name</u>	<u>Bid Price</u>
Christy-Foltz, Inc. Decatur, Illinois	\$611,896.00
Grunloh Building, Inc. Effingham, Illinois	\$426,793.00
K. Wohltman Construction, Inc. Effingham, Illinois	\$474,933.00

It is my recommendation that we award the bid for the pre-engineered metal building for the Workforce and Community Education Building project to Grunloh Building, Inc. in the total amount of \$426,793.00.

Bid Log PEMB

Project:		LLC Workforce					Proposed Start Date:		Spring 2020	
	Bid Date	Contractor	Initial Bid	Bond	Final Bid	Qualifications		Notes		
1	1/3/20	K. Wholtman Construction, Inc.	\$ 471,859.00	\$ 3,074.00	\$ 474,933.00	<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Insurance			
2	1/3/20	Grunloh Building, Inc.	\$ 422,986.00	\$ 3,807.00	\$ 426,793.00	<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Insurance			
3	1/3/20	Christy-Foltz, Inc.	\$ 605,896.00	\$ 6,000.00	\$ 611,896.00	<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Insurance			
4	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Insurance			
5	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Insurance			
6	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Insurance			

Notes:

- 1
- 2

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 7, 2020
Subject: Workforce and Community Education Building - Casework

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College recently issued bids which included nine components: concrete, epoxy, general trades, painting, flooring, pre-engineered metal building, casework, doors, frames & hardware, and controls. Each component had individual bid requirements so we are splitting this bid package up into nine (9) different awards for each specific component.

For the bidding process, we advertised in major daily in-district newspapers, held a mandatory vendor's conference, and the architect and project manager each engaged various vendors they have prior experience with. Below is a listing of the bids that were received for the Casework:

<u>Name</u>	<u>Bid Price</u>
Grunloh Construction, Inc. Effingham, Illinois	\$36,000.00
Grunloh Building, Inc. Effingham, Illinois	\$30,140.00
K. Wohltman Construction, Inc. Effingham, Illinois	\$36,110.00

It is my recommendation that we award the bid for the casework for the Workforce and Community Education Building project to Grunloh Building, Inc. in the total amount of \$30,140.00.

Bid Log Casework

Project:		LLC Workforce					Proposed Start Date:		Spring 2020	
	Bid Date	Contractor	Initial Bid	Bond	Final Bid	Qualifications	Notes			
1	1/3/20	K. Wohltman Construction, Inc.	\$ 36,110.00		\$ 36,110.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance				
2	1/3/20	Grunloh Building, Inc.	\$ 30,140.00	\$ -	\$ 30,140.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance				
3	1/3/20	Grunloh Construction, Inc.	\$ 36,000.00	\$	\$ 36,000.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance				
4	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance				
5	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance				
6	1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance				

Notes:

1

2

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 7, 2020
Subject: Workforce and Community Education Building –
 Doors, Frames & Hardware

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College recently issued bids which included nine components: concrete, epoxy, general trades, painting, flooring, pre-engineered metal building, casework, doors, frames & hardware, and controls. Each component had individual bid requirements so we are splitting this bid package up into nine (9) different awards for each specific component.

For the bidding process, we advertised in major daily in-district newspapers, held a mandatory vendor's conference, and the architect and project manager each engaged various vendors they have prior experience with. Below is a listing of the bids that were received for the Doors, Frames & Hardware:

<u>Name</u>	<u>Bid Price</u>
Security Door & Hardware Co. Urbana, Illinois	\$49,000.00
K. Wohltman Construction, Inc. Effingham, Illinois	\$48,186.00

It is my recommendation that we award the bid for the doors, frames & hardware for the Workforce and Community Education Building project to K. Wohltman Construction, Inc. in the total amount of \$48,186.00.

Bid Log Doors, Frames, HW

Project:		LLC Workforce	Proposed Start Date:				Spring 2020
Bid Date	Contractor	Initial Bid	Bond	Final Bid	Qualifications	Notes	
1 1/3/20	Security Door & Hardware Co.	\$ 49,000.00	\$ -	\$ 49,000.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
2 1/3/20	K. Wohltman Construction, Inc.	\$ 48,186.00	\$ -	\$ 48,186.00	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
3 1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
4 1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
5 1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
6 1/3/20		\$	\$	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		

Notes:

- 1
- 2

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 7, 2020
Subject: Workforce and Community Education Building -
 Controls

Memo

As part of the project for the construction of the new Workforce and Community Education Building, the College recently issued bids which included nine components: concrete, epoxy, general trades, painting, flooring, pre-engineered metal building, casework, doors, frames & hardware, and controls. Each component had individual bid requirements so we are splitting this bid package up into nine (9) different awards for each specific component.

For the bidding process, we advertised in major daily in-district newspapers, held a mandatory vendor's conference, and the architect and project manager each engaged various vendors they have prior experience with. Below is a listing of the bids that were received for the Controls:

<u>Name</u>	<u>Bid Price</u>
Dynamic Controls Inc. East Peoria, Illinois	\$169,912.00

It is my recommendation that we award the bid for the controls for the Workforce and Community Education Building project to Dynamic Controls Inc. in the total amount of \$169,912.00.

Bid Log Controls

Project:		Proposed Start Date:					Spring 2020
Bid Date	Contractor	Initial Bid	Bond	Final Bid	Qualifications	Notes	
1	Dynamic Controls Inc.	\$ 167,799.50	\$ 2,112.50	\$ 169,912.00	<input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
2		\$ -	\$ -	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
3		\$ -	\$ -	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
4		\$ -	\$ -	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
5		\$ -	\$ -	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		
6		\$ -	\$ -	\$ -	<input type="checkbox"/> Bid Bond <input type="checkbox"/> Insurance		

Notes:

- 1
- 2

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
January 13, 2020**

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

Brandt, Hayley	FMLA	01/26/2020-4/19/2020
Copher, Julie	FMLA	11/13/2019-12/31/2019
Laughhunn, Seirra	FMLA	12/17/2019-01/06/2020
Roberts, Wrobria	FMLA	12/17/2019-01/06/2020

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Arena, Amanda	Adjunct Faculty Business Division Primary Position is Coordinator of Bookstore Operations	08/24/2020
Becker, Traci	Adjunct Faculty Humanities Division Primary Position is Dual Credit Instructor	01/13/2020
Duduit, Lucas	Tutor-Disability Services - Student Primary Position is Tutor - Student Lrng Asst	10/20/2019
Duduit, Lucas	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	10/20/2019
Duduit, Lucas	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	10/20/2019
Murphy, John	Print Shop Student Assistant Primary Position is Asst Baseball Coach	11/19/2019
Probst, Christina	CNA Evaluator Primary Position is Allied Health BNA Cln Instr	12/05/2019
Part-time - Grant Funded		
Binnion, Hannah	TRIO DC Student Specialist Primary Position is CWS-Student Life	01/13/2020
Duduit, Lucas	Tutor-Student Carl Perkins Primary Position is Tutor - Student Lrng Asst Ctr	10/20/2019
Kingery, Rachael	Adult Education Instructor Primary Position is Alternative Education Instr	12/02/2019
College Work Study		
Caskey, Winnie	College Work Study - Business Primary Position is Newspaper Ed Student News	01/13/2020

End Additional Appointment

The following employee is ending their additional appointment

Kingery, Daniel	Bookstore Rushworker	08/25/2019
-----------------	----------------------	------------

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Unpaid Volunteer		
Brown, Angela	Dual Credit Instructor	12/13/2019

Full-time - Grant Funded

Hampton, Tanya	Corr Cosmetology Instructor-Dixon CC	01/06/2020
McKenzie, Vickie	Corr Office Assistant-Shawnee CC	01/06/2020
Watson, Brian	Associate Dean-Vienna CC	01/06/2020

Part-time

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

Part-time - Grant Funded

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

College Work Studys

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

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Goines, Tim	Corr Manufacturing Skills Instructor Murphysboro CC	01/13/2020
Joines, Jacqueline	Exec Director for College Advnmt-Retiree	12/31/2019
Part-time		
Boyer, Natalie	Adj Faculty Humanities	12/15/2019

Fitzgerald, Andrew	Adj Faculty Technology	12/15/2019
Fouty, Kimberley	Adj Faculty Social Science	12/15/2019
Kruse, Bonnie	Adj Faculty Social Science	12/15/2019
Minor, Melissa	Tutor - Student Lrng Asst Ctr	12/15/2019
Noble, Liberti	Bookstore Rush Worker	03/10/2019
Rosenbaum, David	Bookstore Rush Worker	01/13/2019
Rothrock, Brett	Bookstore Rush Worker	01/13/2019
Sotomayor, Edgardo	Bookstore Rush Worker	04/07/2019
Titus, Timothy	Bookstore Rush Worker	05/19/2019
Whitley, Zachary	Adj Faculty Technology	12/15/2019
Zulueta, Fallon	Tutor - Student Lrng Asst Ctr	12/15/2019

Change in Classification Level

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

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