Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book June 14, 2021 Regular Meeting No. 654

Table of Contents

	Page
Agenda for June 14, 2021, Regular Meeting	3
Minutes for May 10, 2021, Regular Meeting	7
Minutes for May 19, 2021, Special Meeting	22
Supplemental Information for June 14, 2021, Regular Meeting	24

Lake Land College Board of Trustees District No. 517

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



Regular Meeting No. 654
Monday, June 14, 2021, 6:00 p.m.
Board and 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 May 10, 2021, Regular Meeting.
- 2. Approval of Minutes of May 10, 2021, Closed Session.
- 3. Approval of Minutes of May 19, 2021 Special Board Meeting.
- 4. Approval of Agenda of June 14, 2021, Board of Trustees Meeting.
- 5. Bills for Payment and Travel Expenses. This information will be presented by College administration for approval with full assurance by management it has been prepared in good faith to follow all applicable laws and board policy. For summary and details of bills refer to: https://www.lakelandcollege.edu/board-of-trustees/
- 6. Destruction of Tape Recording of December 9, 2019, Closed Session.
- II. Hearing of Citizens, Faculty and Staff.

Lake Land College Board of Trustees Agenda – June 14, 2021 Page 2

III. Committee Reports.

A. ICCTA/Legislative	Ms. Denise Walk
	Mr. Gary Cadwell
B. Resource & Development	Mr. Gary Cadwell
C. Finance	Mr. Dave Storm
D. Buildings & Site	Mr. Kevin Curtis
E. Foundation	Mr. Tom Wright
F. Student Report	Ms. Katherine Greuel
G. President's Report	Dr. Josh Bullock

IV. Business Items.

A. Non-Action Items.

Board Book
Page
Number(s)
1. Calendar of Events.
24-25

B. Action Items.

		Board Book Page Number(s)
1.	Approval of Contract with Lake Land College Custodial Association.	,
2.	Acceptance of April 2021 Financial Statements.	26-31
3.	Delegation of Authority to President to Provide or Secure Education Services.	32
4.	Approval of RAMP Document.	33-45
5.	Approval of Base Salary Adjustments for Administrative,	46
	Supervisory and Support Staff, Excluding Correctional Centers.	
6.	Approval of Part-Time Staff Hourly Increases.	47
7.	Approval of FY 2022 Part-Time Rates and Stipends.	48-55
8.	Approval of FY 2022 Base Salary Schedule, Excluding Correctional Centers.	56-57
9.	Approval of Resolution No. 0621-016 Authorizing Treasurer to Transfer Interest Earned from Working Cash.	58-60
10.	Approval of Resolution No. 0621-017 Authorizing Treasure to Invest Funds.	61-63

Lake Land College Board of Trustees Agenda – June 14, 2021 Page 3

11.	Approval of Gift-in-Kind Donation from the Lake Land College Foundation – Dental Items.	64-65
12.	Approval of Purchase of Class B Truck for the College's CDL Program.	66
13.	Declaration of Surplus Equipment – Police Squad Vehicle.	67
	Approval of Trust Agreement between the College, First Mid- Illinois Bank and Trust and the Capital Development Board for the Parking Lot A Replacement Project.	68-71
15.	Approval of Lease Agreement with Local Workforce Innovation Area 23.	72-75
16.	Approval of Lease Agreement with First Presbyterian Church of Mattoon.	72, 76
17.	Approval of Bid for Motoman Robot.	77-78
18.	Approval of Bid for Baseball/Softball Field Grading & Sod Installation.	79
19.	Approval to Purchase Outdoor Bleachers for the Baseball and Softball Fields.	80
20.	Approval of Bid for Field House Bleachers.	81-82
21.	Approval of Three-Year Agreement with Mongoose Research, Inc. of New York for the Cadence Platform for College-Wide Texting and Funded by HEERF Funds.	83-101
22.	Approval of Purchase for a High Definition Upgrade for the College's Broadcasting/Television Studio.	102
23.	Approval of Use of Tech Refresh Bond Funds for New and Updated Security Cameras across Campus.	103
24.	Closed Session.	
	Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(21), closed session is called to review the minutes of meetings lawfully closed under the Open Meetings Act.	
	[Return to Open Session - Roll Call]	
26.	Approval of Release or Non-Release of Closed Session Minutes as Discussed in Closed Session. Approval of Human Resources Report. Approval of Proposed Revisions to Board Policy 05.02.04 –	104-106 107-112
	Minimum Faculty Employment Requirements/Qualifications.	

Lake Land College Board of Trustees Agenda – June 14, 2021 Page 4

- V. Other Business. (Non-action)
- VI. Adjournment.

Lake Land College Board of Trustees District No. 517



Regular Board Meeting No. 653 Webb Hall, Room 081, Mattoon, IL May 10, 2021

Minutes

Call to Order.

Chair Reynolds called the May 10, 2021, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 081 of Webb Hall, Mattoon, IL. Due to the COVID-19 pandemic, citizens, faculty and staff were provided an opportunity to attend the meeting via teleconference.

Roll Call.

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

Trustees Absent: None.

Others Participating via Teleconference: None.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Jean Anne Grunloh, Senior Executive to the President; Ms. Valerie Lynch, Interim Vice President for Student Services; Mr. Greg Nuxoll, Vice President for Business Services; Dr. Tina Stovall, Special Assistant to the President, and members of the staff and media.

Approval of Consent Items.

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

- 1. Approval of Minutes of April 12, 2021, Regular Meeting.
- 2. Approval of Minutes of April 29, 2021, Special Meeting.

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **2** of **15**

- 3. Approval of Agenda of May 10, 2021, Board of Trustees Meeting.
- 4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$ 166,005.08
Building Fund	\$ 42,193.92
Site & Construction Fund	\$ 166,498.18
Bond & Interest Fund	\$
Auxiliary Services Fund	\$ 32,670.70
Restricted Purposes Fund	\$ 573,692.73
Working Cash Fund	\$ -
Audit Fund	\$ -
Liability Insurance Fund	\$ 67,430.48
Student Accts Receivables	\$ 611,894.54
Total	\$ 1,660,385.63

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

5. Destruction of Tape Recording of November 19, 2019, 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 Greuel voted yes.

Absent: None. Motion carried.

Hearing of Citizens, Faculty, and Staff.

President Bullock said he had not received any written requests to address the Board. Chair Reynolds asked if there were any additional requests for public comment that were not previously submitted by email to Dr. Bullock. There were no public comments.

Committee Reports.

ICCTA/Legislative.

Trustee Sullivan said ICCTA is monitoring "College Promise", a national proposal from President Biden and his administration for free community college for all students. He also highlighted the following proposed state legislation:

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **3** of **15**

- HB 641 This would require the governing board of each public university and community college district to make feminine hygiene products available, at no cost to students, in the bathroom of facilities or portions of facilitates that are owned or leased by the board or over which the board has care, custody, and control and are used for student instruction or administrative purposes. Lake Land is monitoring this closely and has already made great strides in providing these items.
- HB 722 This would impact the time frame for when a board may take action to fill a board vacancy.
- HB 3145 This would require the election of board of trustee members by trustee district rather than at large in community college districts with a population of 300,000 or more residents.
- HB 2867 This would provide for a 15% set-aside of the total annual funds appropriated for grants made under the Monetary Award Program (MAP). Currently, community college students receive about 11% of the total MAP awards each year.
- SB 1832 This would allow a community college district to establish and offer a
 baccalaureate-level early childhood education program and confer a bachelor of applied
 science degree in early childhood education and a Professional Educator License with
 endorsements in early childhood education and early childhood special education under
 certain conditions.

Resource & Development.

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

Finance.

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

Buildings & Site.

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

Foundation.

Chair Reynolds highlighted the following information and said this was provided by Ms. Christina Donsbach, Executive Director for College Advancement:

The April Foundation Board meeting was held in person with a virtual option as well.
This was the first meeting hosted in the new Foundation & Alumni Center. We are
anxious to host our July board meeting in the space as our Foundation Board retreat to
follow.

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **4** of **15**

- The Foundation Employee Giving Campaign kicked off the beginning of May with tours
 of our new building. The campaign will last the entire month with a focus on employee
 participation and giving a gift of any amount truly makes a big impact!
- The Alumni Association will have a presence at the May 14th drive thru commencement celebration congratulating our new alumni with a big banner!
- Reminder that our Foundation Golf Classic is set for Friday, September 17th at the Mattoon Golf & Country Club. We hope you can make it!

Student Report.

Student Trustee Katie Greuel reported that the Student Government Association seated the new officers and had a great turn out in voting this year for their election.

President's Report.

Dr. Bullock said:

- The College summer hours of operation will begin the week of May 17th.
- In April, we received \$4,257,345 from the Illinois Department of Corrections (IDOC) toward the FY2021 outstanding balances. A total of \$433,843 remains outstanding from IDOC.
- We received \$263,099 in payments for FY 2021 invoices from the Illinois Department of Juvenile Justice (IDJJ) in March. IDJJ is paid up to date.
- In April, we received payments from the State of Illinois for FY 2021 credit hour reimbursement of \$950,154 and equalization of \$526,012. For FY 2021, \$669,349 remains outstanding for credit hour reimbursement and just over \$1 million for equalization.
- The College received property tax payments totaling just over \$147,000 in April.
- Kudos to Coach Dave Johnson and the Laker Women's Basketball team for winning the NJCAA Division II Women's Basketball Championship. Coach Johnson was also recognized as the NJCAA Division II Women's Basketball Coach of the Year.
- Congratulations to Lake Land College's nursing department as the ACEN Board of Commissioners granted continuing accreditation to the associate degree and practical nursing programs and scheduled the next evaluation visit for Fall 2028. Thank you to Ms. Cheryl Beam, Director of Nursing Programs/Nursing Instructor, for her leadership of the process and to all of the nursing faculty and staff.

Business Items.

Non-action Items.

Faculty Focus on Advancing Student Success - Laker Women's Basketball Team.

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **5** of **15**

Mr. Dave Johnson, Health and Physical Education Instructor and Head Coach of the Laker Women's Basketball Team, presented on the academic and athletic successes of the Laker Women's Basketball Team – the 2021 NJCAA D2 Women's National Champs!

Strategic Plan Bi-Annual Report.

Ms. Jean Anne Grunloh, Senior Executive to the President, provided highlights of the Strategic Plan Bi-Annual Report. Ms. Darci Cather, Dean of Guided Pathways, and Ms. Lisa Cole, Director of Data Analytics, also provided highlights of progress made in the past year for their respective key focus areas of the strategic plan.

Appointment of Board Committees.

In accordance with Board Policy 02.08 – Committees of the Board, Chair Sullivan appointed the following Board committees and Trustee liaisons effective May 11, 2021:

Finance Committee: Dave Storm as Chair, Mike Sullivan as ex-officio, and members Doris Reynolds and Denise Walk.

Resource and Development Committee: Gary Cadwell as Chair, Mike Sullivan as exofficio, and members Kevin Curtis, Doris Reynolds and Student Trustee Katie Greuel. **Buildings and Site Committee**: Kevin Curtis as Chair, Mike Sullivan as ex-officio, and members Dave Storm and Tom Wright.

Legislative Liaison to ICCTA: Denise Walk as Representative and Gary Cadwell as Alternate.

Lake Land College Foundation Liaison: Tom Wright.

Alumni Association Liaison: Mike Sullivan.

Navigator News Awards.

Ms. Valerie Lynch, Interim Vice President for Student Services, recognized several student members of the Navigator News staff who won awards from the Illinois Community College Journalism Association (ICCJA). The annual ICCJA Spring Conference was held virtually through Zoom.

Calendar of Events.

Trustees reviewed a calendar of upcoming events. Dr. Bullock noted the Commencement scheduled for May 14, 2021, a Board Retreat scheduled for May 19, 2021, and the Foundation Golf Classic scheduled for September 17, 2021.

Action Items.

Approval of COVID-19 Recovery Support for Student Withdrawals during Pandemic.

Lake Land College Board of Trustees Minutes – May 10, 2021 Page 6 of 15

Ms. Lynch presented to the Board a proposed "Covid-19 Recovery Support" program. She said that with Board approval, this will provide a Fall 2021 tuition award (waiver) equivalent to the credit hours a student withdrew from during the past year (Spring, Summer or Fall 2020 and Spring 2021), up to a maximum of five (5) credit hours (\$552.50). She said our goal is to help students "recover" some of the credit hours lost through withdrawal and to encourage and support them in continuing their Lake Land College education.

Trustees learned all funds to support this initiative will be provided through the use of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA).

Trustee Walk moved and Trustee Curtis seconded to approve as presented the proposed "Covid-19 Recovery Support" program that will provide a Fall 2021 tuition award (waiver) equivalent to the credit hours a student withdrew from during the past year (Spring, Summer or Fall 2020 and Spring 2021), up to a maximum of five (5) credit hours (\$552.50) and limited to the in-district tuition rate.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: None. Motion carried.

Acceptance of Reporting of March 2021 Financial Statements.

Trustees reviewed the March 2021 Financial Statements and a memorandum from Mr. Greg Nuxoll, Vice President for Business Services, regarding a narrative update for the Statements. Mr. Nuxoll highlighted an overall summary of the revenues, expenditures and significant variances.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented the March 2021 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 Greuel voted yes.

Absent: None. Motion carried.

Continued Employment of Grant Funded Employees (Non-faculty).

Trustees reviewed a memorandum from Ms. Dustha Wahls, Director of Human Resources, requesting approval from the Board to send honorable termination notices to all permanently

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **7** of **15**

grant-funded, full-time and part-time employees of the College and grant authorization to rescind these dismissal letters and reemploy affected personnel if and when contracts are received for these grants. Dr. Bullock said this request is based on the uncertain status of the federal and state financial conditions supporting various grants. Trustees learned there are no faculty for whom this provision would apply. Dr. Bullock said that although this is a practice we regret having to enact, the administration feels it is in the College's best interest in the event the anticipated grant funds are not received.

The Board, from action taken during the April 12, 2021, regular meeting, had already approved the sending of honorable termination notices to permanently federally grant-funded, full-time and part-time employees of Lake Land College assigned to the following IDOC grant-funded programs:

- Kewanee Life Skills Re-Entry Center
- East Moline Correctional Center
- Shawnee Correctional Center
- Vienna Correctional Center

This request is for all other permanently federally grant-funded, full-time and part-time employees of Lake Land College.

Trustee Curtis moved and Trustee Walk seconded to approve the sending of honorable termination notices to all permanently grant-funded, full-time and part-time employees of the College and grant authorization to rescind these dismissal letters and reemploy affected personnel if and when contracts are received for these grants.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: None. Motion carried.

Declaration of Surplus Items.

Trustees heard a request from Mr. Nuxoll for the Board to declare as surplus two items including a Marathon 2100 R Fixed Angle Rotor Centrifuge and a Barnstead Mega-Pure System Water Distillation System as these items have become obsolete and have little value now to the College. He said that if these items are approved by the Board as surplus then we will dispose of these items in a manner most beneficial to the College.

Trustee Cadwell moved and Trustee Storm seconded to declare as surplus two items including a Marathon 2100 R Fixed Angle Rotor Centrifuge and a Barnstead Mega-Pure System Water Distillation System so that these items may be disposed of in a manner most beneficial to the College.

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **8** of **15**

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: None. Motion carried.

Approval of FY 2022 College-Wide Committees.

Trustees heard a recommendation from Dr. Bullock for the Board to approve the list of proposed FY 2022 College-Wide Standing Committees. He said the list was being presented per Board Policy 02.09 and after a thorough review of each committee's accomplishments from the prior year.

Trustee Curtis moved and Trustee Walk seconded to approve the list of FY 2022 College-Wide Standing Committees as presented.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Greuel voted ves.

Absent: None. Motion carried.

<u>Approval of Upgrade of Campus Wireless Network with Use of Remaining Tech Refresh</u> Bond Funds and College HEERF Funds.

Trustees heard a recommendation from Mr. Nuxoll that the Board approve use of a portion of the remaining Tech Refresh Bond proceeds to purchase IT equipment from CDW-G of Vernon Hills, Illinois, in the amount of \$65,714.65 which is necessary to upgrade the College's wireless networks at all campus locations. Additionally, Mr. Nuxoll requested the Board approve using \$67,115.27 of the College's HEERF funds to purchase related software and technical support from CDW-G needed with the Wireless Hot Spot equipment purchase. He said that since CDW-G is an approved vendor under the Illinois Public Higher Education Cooperative, we are not required to seek bids on the above related equipment. Trustees reviewed the quote from CDW-G.

Mr. Nuxoll reported we are in need of upgrading technology infrastructure, specifically upgrading wireless networks at all campus locations. He said once complete, the College would have the newest technology currently available for all buildings, all parking lots and ball fields.

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **9** of **15**

Trustee Reynolds moved and Trustee Cadwell seconded to approve using a portion of the remaining Tech Refresh Bond proceeds to purchase IT equipment from CDW-G of Vernon Hills, Illinois, in the amount of \$65,714.65, to upgrade the College's wireless networks at all campus locations. Additionally, approve using \$67,115.27 of the College's HEERF funds to purchase related software and technical support from CDW-G needed with the Wireless Hot Spot equipment purchase.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: None. Motion carried.

Approval of Contract with Gartner, Inc. for IT Consulting.

Trustees reviewed a recommendation from Mr. Nuxoll that the Board approve a one-year agreement, in the amount of \$67,000, with Gartner Inc. of Stamford, Connecticut, for IT consulting services as an executive technical partner to our ISS team over the next year. Trustees also reviewed the proposed contract. Trustees learned Gartner Inc. is a known industry leader in IT consulting services and they have teams dedicated to helping the higher education sector. Mr. David Stewart, Chief Information Officer, recommended this executive technical support to help the ISS team in areas of strategy, alignment, identifying latest trends and cost optimization. He said this agreement will help the College navigate our rapidly changing technology needs, allow us to use our resources in the most prudent manner, and benefit our students, faculty and staff.

Trustee Reynolds moved and Trustee Cadwell seconded to approve as presented a one-year agreement, in the amount of \$67,000, with Gartner Inc. of Stamford, Connecticut, for IT consulting services as an executive technical partner to our ISS team for the term June 1, 2021, through June 30, 2022.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: None. Motion carried.

Approval of Three-Year Contract with Pluralsight for ISS Team Training.

Trustees reviewed a recommendation from Mr. Nuxoll that the Board approve a three-year contract, in the amount of \$10,098 per year, with Pluralsight of Illinois for IT training to be provided to the ISS team. Trustees also reviewed the proposed contract. Mr. Nuxoll said this

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **10** of **15**

qualifies as an appropriate use of the funds we received through the federal Higher Education Emergency Relief Fund (HEERF) Act since this training will enhance our ISS team's ability to provide technology and services to aid our transition to remote learning.

Trustee Reynolds moved and Trustee Walk seconded to approve as presented a three-year contract, in the amount of \$10,098 per year or \$30,294 in total costs, with Pluralsight of Illinois for IT technical training to be provided to the ISS team.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: None. Motion carried.

<u>Approval of Contract to Hire Subcontractors via Randstad Technologies, LLC for ISS</u> Team.

Trustees reviewed a recommendation from Mr. Nuxoll that the Board approve a contract with Randstad Technologies, LLC of Atlanta, GA, in the amount of \$208,000 for sub-contract work to assist the ISS team with on-going and future IT projects. Trustees also reviewed the proposed contract. Mr. Nuxoll said with Board approval, we will contract for two desktop support technicians for a period of six months and one Project Manager for a period of 12 months. Mr. Nuxoll reported the workload of the current ISS team is immense and becoming unmanageable. He said the existing ISS team is supporting the normal on-going ISS activity of the College while trying to plan and implement multiple and significant upgrades and changes to our College IT systems.

Trustees learned this qualifies as an appropriate use of the funds we received through the federal Higher Education Emergency Relief Fund (HEERF) Act since this support will assist the College's response in adapting to the online and remote learning environment.

Trustee Curtis moved and Trustee Cadwell seconded to approve as presented a contract with Randstad Technologies, LLC of Atlanta, GA, in the amount of \$208,000 for sub-contract work to assist the ISS team with on-going and future IT 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 Greuel voted yes.

Absent: None. Motion carried.

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **11** of **15**

<u>Approval of MOU Between the Illinois Department of Corrections and Lake Land College</u> for CPR Training.

Trustees reviewed a recommendation from Mr. Nuxoll that the Board approve the above-referenced MOU with the Illinois Department of Corrections (IDOC). Trustees also reviewed the proposed agreement. Mr. Nuxoll reported that our attorneys with Robbins Schwartz have reviewed the agreement and their recommendations have been fully incorporated into the MOU. Ms. Chris Strohl, Dean of Workforce Solutions and Community Education, said that with Board approval, the College will provide First Aid and CPR training for IDOC staff and the College will receive apportionment through the Illinois Community College Board (ICCB) for all IDOC staff who receive this training. Ms. Strohl highlighted key differences in the new contract and the expiring contract.

Trustee Walk moved and Trustee Storm seconded to approve as presented the Memorandum of Understanding (MOU) between the Illinois Department of Corrections and Lake Land College for CPR Training for the period July 1, 2021, through December 31, 2024.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: None. Motion carried.

Closed Session

7:31p.m. – Trustee Cadwell moved and Trustee Curtis seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section120/2(c)(1), closed session will be called to consider the appointment or employment of a specific employee.

Ms. Grunloh announced that the phone line/Zoom technology enabling staff and members of the public to listen and/or view the Board meeting would remain open so they would be able to hear when the open session meeting resumes once the Board exits closed session.

Return to Open Session - Roll Call

7:42 p.m.

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

Trustees Absent: None.

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

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **12** of **15**

Trustee Cadwell moved and Trustee Walk seconded to appoint Mr. Ike Nwosu to the position of Vice President for Academic Services, with a mentorship period to begin July 1, 2021, and assumption of the position effective July 1, 2022. This action followed discussion on this 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 Greuel voted yes.

Absent: None. Motion carried.

Approval of Human Resources Report as Discussed in Closed Session.

Trustees reviewed the Human Resources Report.

Trustee Curtis motioned and Trustee Storm seconded to approve as presented the standard Human Resources Report. This followed discussion held in closed related only to the appointment of two Mathematics Instructors.

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

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

Copher, Julie 3/18/21-5/2/2021

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

Infrastructure Analyst Grade Level 12

Additional Appointments

The following employees are recommended for additional appointments Position Effective Date

Part-time		
Stoutin, Drew	Tutor-Student Community Education	4/12/21
	Primary Position-Tutor-Student Learning Asst	
Tappendorf, Hannah	Admissions and Records Data Entry Asst	4/23/21
	Primary Position-Agriculture Education Intern	

Part-time - Grant Funded

Johnson, Stephanie	Pathways Substitute Instructor	6/2/21
	Primary Position-alternative Education Instructor	
Stoutin, Drew	Tutor-Student Success-Student	4/12/21

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **13** of **15**

Primary Position-Tutor-Student Learning Asst

The following employees	are ending their additional appointment

The following employees are ending their additional appointment		
	Position	Effective Date
Part-time		
Yealick, Sabrina	Adjunct Faculty Technology Division	5/17/20

New Hire-Employees

The following employees ar	e recommended for hire Position	Effective Date
Unpaid Volunteer Greuel, Katherine Mathis, Caleb	Lake Land College Student Trustee Dual Credit Instructor	4/15/21 4/29/21
Full-time Marshall, Brianna Saxton, Naomi	Associate Dean of Correctional Program Financial Aid Loan Specialist	ms 4/19/21 5/24/21
Full-time Tenure Track Neff, Jameson Marlor, Cody	Mathematics Instructor Mathematics Instructor	8/13/21 8/13/21
Part-time Fagan, Douglas Kerner, Connie Miller, Janet Robison, Scott Schlattman, David Stoutin, Drew	Commercial Driver Training Instructor IDOC CPR Instructor IDOC CPR Instructor Police Officer IDOC CPR Instructor Tutor - Student Learning Assistance Cere	4/12/21 4/12/21 4/12/21 4/19/21 4/16/21 enter 4/12/21
Part-time Grant Funded Benhoff, Brooke Douglass, Drexel Kepp, Abbigail Landmann, Mackenzie Osborne, Alexanndria Pierson, Kadie Rincker, Grace Tappendorf, Hannah White, Christina	Agriculture Education Intern	5/10/21 5/10/21 5/10/21 5/10/21 5/10/21 5/10/21 5/10/21 5/10/21

Terminations/Resignations
The following employees are terminating employment

Position Effective Date

Full-time

Lake Land College Board of Trustees Minutes – May 10, 2021

Page **14** of **15**

Copher, Julie	Correctional Offfice Assistant	4/30/21
Eifert, Robert	Associate Dean of Correctional Programs	4/16/21
Spence, Latrina	Correctional Cosmetology Instructor	4/2/21
Tolley, Rusty	Correctional Automotive Technology Instructor	4/7/21

Part-time

Part-time		
Baker, Lesley	Dual Credit Instructor	4/30/21
Beeson, Jordan	Engineering Technician	4/23/21
Bushue, Jill	Center for Business and Industry Instructor	4/5/20
Clifford, Erin	Dual Credit Instructor	4/30/21
Earnst, Cassie	Allied Health BNA Clinical Instructor (hourly)	5/17/20
Eugea, Dennis	Adjunct Faculty Technology Division	4/16/21
Figueroa, Chaskiesha	Pathways Substitute Instructor	5/17/20
Hale, Tori	Dual Credit Instructor	4/30/21
Hood, Christopher	Tutor - BA Degree - Learning Asst Center	4/5/20
Jenkins, Destany	Dual Credit Instructor	4/30/21
Joles, Clarice	Commercial Driver Training Instructor	4/1/21
Lockwood, Don	Dual Credit Instructor	4/30/21
Richardson, Hannah	Tutor - Associate's TRIO	9/6/20
Smith, Katherine	Covid-19 Checkpoint Screener	4/8/21
Starwalt, Lori	Dual Credit Instructor	4/30/21

Transfers/Promotions

The following employee is recommended for a change in position Position Effective Date

Full-time - Grant Funded

McKenzie, Michelle Associate Dean of Correctional Programs 4/19/21

Transferring from correction Office Asst-Taylorville

Part-time

Clodfelter, Alan CBI Tech Writer - Industry 4/30/21

Transferring from Adjunct Faculty Technology

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: None. Motion carried.

Other Business. (Non-action)

There was no additional discussion.

Adjournment.

Lake Land College Board of Trustees Minutes – May 10, 2021 Page **15** of **15**

Trustee Cadwell moved and Trustee Reynolds seconded to adjourn the meeting of the Lake Land College Board of Trustees at 7:44 p.m.

There was no further discussion. Motion carried by unanimous voice vote.	
Approved by:	
Board Chair	Board Secretary

^{*}Note – See Board of Trustees web page for any referenced attachments to these minutes. <u>https://www.lakelandcollege.edu/col/board_minutes/</u>

Lake Land College Board of Trustees District No. 517



Special Meeting – Board Retreat Foundation and Alumni Center Room 101, Mattoon, IL May 19, 2021

Minutes

Call to Order.

Chair Sullivan called the May 19, 2021, special meeting of the Lake Land College Board of Trustees to order at 1:00 p.m. in room 101 of the Foundation and Alumni Center, Mattoon.

Roll Call.

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

Trustees Absent: None.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Valerie Lynch, Interim Vice President for Student Services; Mr. Greg Nuxoll, Vice President for Business Services; Ms. Jean Anne Grunloh, Senior Executive to the President; and members of the staff, community and media.

Hearing of Citizens, Faculty, and Staff.

President Bullock said he had not received any written requests to address the Board. Chair Reynolds asked if there were any additional requests for public comment that were not previously submitted by email to Dr. Bullock. There were no public comments.

Non-action Items:

Discussion: Effective Board Governance.

Mr. Jim Reed, ICCTA Executive Director, facilitated discussions on effective board governance and the board's role versus administrative roles. Mr. Reed highlighted confidential feedback he

Lake Land College Board of Trustees Minutes – May 19, 2021 Page **2** of **2**

had received from the trustees via a "Board Member Self-Evaluation" survey tool prior to the Retreat. Trustees discussed areas of strengths and opportunities for board performance based on the survey feedback. Trustees also reviewed the publication from the Association of Community College Trustees – *Trusteeship in Community Colleges*, *A Guide for Effective Governance*. Trustees agreed to conduct an annual self-evaluation each May with ICCTA leadership facilitating the discussions. Mr. Reed said this aligns with HLC and ACCT guidance.

[The Board took a break from 2:05 p.m. to 2:41 p.m.]

Discussion: Diversity, Equity and Inclusion.

Mr. Reed facilitated discussions on implementing and reinforcing a college culture that values and promotes diversity, equity and inclusion (DEI). He highlighted a checklist and implementation guide for community college boards provided by ACCT and based upon the 2018 publication from the ACCT Diversity, Equity and Inclusion Committee - *Equity Action Agenda for Community College Governance*. Trustees reviewed some DEI data points by enrollment specific to Lake Land College. President Bullock and Ms. Jean Anne Grunloh, Senior Executive to the President, highlighted some administrative plans underway to add and routinely review with the Board college-level metrics within the strategic plan that support a multi-faceted DEI approach for student success. Trustees and the President's Cabinet also discussed some possible action steps to consider in the near future to foster a DEI supportive culture including the potential adoption of a DEI Board Policy and/or adoption of a DEI statement to be prominently displayed on the College's web page. Trustees reviewed and discussed the College's current mission statement, vision and values from an equity lens. Following discussion, trustees agreed the current mission statement is broad in scope and appropriately encompasses many DEI components.

Ms. Kim Hunter, Coordinator of International Studies Program and Chair of the College's Inclusion and Diversity Education Committee, highlighted the College's "Safe Zone" training program sponsored by the Inclusion and Diversity Education Committee (formerly a Task Force). She also led Trustees through a "Harvard Implicit Biases" activity. Ms. Hunter also shared a DEI statement adopted by the College's Inclusion and Diversity Education Committee in 2014.

Adjournment.

Trustee Storm moved and Trustee Land College Board of Trustees a Motion carried with unanimous vo	·
Approved by:	
Board Chair	Board Secretary

Calendar of Events

Fridays, May 21 – August 13, 2021	Energy Savings Summer Hours. College is Closed on Fridays.
Monday, June 14, 2021	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Monday, June 28, 2021	Finance Committee Meeting 3 p.m. – Board and Administration Center, 011
Wednesday, June 30, 2021	1 p.m. – Special Board Meeting Board and Administration Center, 011
Thursday, July 8, 2021	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, July 12, 2021	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, August 5, 2021	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, August 9, 2021	5 p.m. – Board Dinner – Kluthe Center, Room 219 6 p.m. – Board Meeting – Kluthe Center, Room 220
Thursday, September 9, 2021	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, September 13, 2021	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Friday, September 17, 2021	Foundation Golf Classic
Thursday, October 7, 2021	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, October 11, 2021	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, November 4, 2021	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, November 8, 2021	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011

Thursday, December 9, 2021	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, December 13, 2021	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, January 6, 2022	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, January 10, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, February 10, 2022	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, February 14, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, March 10, 2022	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, March 14, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, April 7, 2022	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, April 11, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, May 5, 2022	Resource and Development Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, May 9, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011



MEMO

TO: Dr. Josh Bullock, President

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

DATE: June 1, 2021

RE: April 2021 Financial Statement Summary

Outlined below are the budgetary variances of note for the month of April for Fiscal Year 2021.

Areas of Concern:

 We are comfortable that we do not have any significant budgetary areas of concern through April 2021 of FY2021. We continue to closely monitor the impact of the COVID-19 Pandemic situation along with the impact of the Illinois State Budget issues on our financials in all respects and will keep the Board informed as developments arise in the future.

Overall Variances:

- Revenue Total April 2021 revenue was \$1,451,343 resulting in a favorable variance of \$208,146 compared to the budgeted level. Year to date, total revenue is favorable to budget by \$973,308.
- Expenditures Total April 2021 expenditures were \$2,076,571 resulting in an overall favorable variance of \$260,117. Year to date, expenditures remain favorable overall by \$4,117,899 attributable from favorable variance in nearly all budgetary line items.

Revenue Variances:

- Local Sources A monthly favorable variance exists of \$125,543 while the year to date
 variance is favorable to the amount of \$780,305. With only two months left in the
 fiscal year, we expect local source variance to remain positive compared to budget for
 the remainder of the fiscal year.
- ICCB Credit Hour Grant We received \$658,862 in credit hour grant payments in April 2021 resulting in a favorable monthly variance of \$282,881. Year to date, this area is favorable by \$262,891. Any variances are timing related as we typically receive a larger payment in the first month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year-end.

- ICCB Equalization Grant We received \$526,013 in equalization payments in April 2021 resulting in an unfavorable monthly variance of \$15,811. The ICCB Equalization Grant revenue is unfavorable to budget by \$158,109 YTD. The unfavorable variance is timing related based on a slow payment process from the State of Illinois, but we are hopeful it will normalize by year-end.
- Tuition & Fees April 2021 had an unfavorable variance for tuition of \$21,663 and an unfavorable variance in fees in the amount of \$72,929. Year to date, there is a favorable variance for tuition of \$934,799 and an unfavorable variance for fees of \$295,059. The variance in tuition revenue is attributable to enrollment exceeding budgeted enrollment levels. The fees revenue variances to budget is unfavorable YTD due to the cancelling of the IDOT and other classes due to COVID-19.
- Other State Sources Other State Sources revenue is unfavorable \$39,792 month to date and an unfavorable year to date variance of \$400,890. The variances are unfavorable mainly due to the fact that we have only received approximately 50% of CTE grant revenue for the year thus far. The variance should improve once CTE grant revenue is received through the year.
- Other Revenue Other revenue is unfavorable by \$50,583 month to date and unfavorable by \$217,104 year to date. The year to date variances are unfavorable due to reduced CBI and CDL offerings during the summer due to the COVID-19 pandemic.
- Gifts in Kind Gifts in Kind revenue is favorable by \$66,476 year to date.

Expenditure Variances:

- Salary & Wages (overall) Overall, the salary and wage lines had a favorable variance in April 2021 of \$97,742. Year to date the salary and wage area remains favorable by \$2,672,325. The YTD favorable variance is expected to remain favorable for the year as due to the pandemic and lower enrollment the College did not hire as many adjunct professors and paid less overload pay to full-time faculty. Also, a few positions were not filled due to the pandemic and a few positions were filled at a lower rate of pay.
- Employee Benefits (overall) Overall, there was a favorable variance in employee benefits in April 2021 in the amount of \$17,286. Year to date this area is favorable by \$156,352.
- Instructional The Instructional expenditures had a favorable variance in April 2021 of \$155,001. There is a favorable variance of \$2,134,192 for the year. The YTD variance is mainly attributable to favorable variances in salary and wages in the amount of \$1,676,960 along with favorable variances in all nearly all other line items.
- Academic Support The Academic Support expenditures had a favorable variance in April 2021 of \$21,807. Year to date, the Academic Support expenditures are favorable by \$151,666.

- Student Services The Student Services expenditures had an unfavorable variance in April 2021 of \$17,160. Year to date, the Student Service expenditures are favorable by \$152,338.
- Public Service/Continuing Education The Public Service/Continuing Education had a favorable April 2021 variance of \$21,973. Year to date, this area is favorable by \$214,505.
- Operations & Maintenance The Operations and Maintenance had an unfavorable April 2021 variance in the amount of \$7,772. Year to date, this area is favorable by \$195,089.
- Institutional Support The Institutional Support expenditures had a favorable April 2021 variance of \$92,994. Year to date, the Institutional Support expenditures are favorable to budget by \$1,928,353 with the most significant favorable budget line items of \$617,551 in salary and wages, \$434,956 in general material and supplies and \$360,000 in strategic initiatives.
- Scholarships, Grants, Waivers The Scholarships, Grants and Waivers area had an
 unfavorable variance for April 2021 of \$6,727. Year to date, this area is unfavorable by
 \$658,244. The unfavorable variance is attributable significantly due to the College
 providing more athletic scholarships to international athletes than anticipated in FY
 2021.

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.

74. 22			General Fana	as 01 and 01						
Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance	% Current YTD Budget Variance	Previous YTD	FY20 Final Audited Numbers	FY21 Annual Budget
201,385	75,842	125,543	Revenues: Local Sources	9,273,085	8,492,781	780,305	9.19%	9,249,580	9,305,514	8,570,088
658,862	375,980	282,881	ICCB Credit Hour Grant	4,022,695	3,759,804	262,891	6.99%	4,266,500	4,667,809	4,511,765
526,013	541,824 39,792	(15,811) (39,792)	ICCB Equalization Grant Other State Sources	5,260,128 570,084	5,418,238 970,974	(158,109) (400,890)	-2.92% -41.29%	3,816,590	5,724,884 923,289	6,501,885 1,154,556
		-	Tech Refresh			- 1	0.00%	2,500,000	5,000,000	
(23,443) 15,511	(1,780) 88,440	(21,663) (72,929)	Tuition Fees	8,279,087 3,616,778	7,344,289 3,911,837	934,799 (295,059)	12.73% -7.54%	9,047,303 4,111,818	9,039,170 4,008,140	7,343,725 2,978,135
-	-	-	Bond Proceeds	-	-	-	0.00%	2,500,000		
72,516 500	123,099	(50,583) 500	Other Revenue Gift in Kind	881,098 66,476	1,098,202	(217,104) 66,476	-19.77% 0.00%	951,104 71,361	1,138,950 247,756	2,184,722
1,451,343	1,243,197	208,146	Total Revenues	31,969,431	30,996,123	973,308	(0)	36,514,257	40,055,512	33,244,876
			Expenditures: Instructional							
920,061	969,856	49,796	Salary and Wages	8,940,220	10,617,180	1,676,960	15.79%	9,737,769	10,757,199	11,688,485
168,508	181,711	13,203	Employee Benefits	1,642,843	1,765,254	122,410	6.93%	1,711,510	2,138,916	2,199,206
4,810 42,279	67,550 52,869	62,741 10,589	Contractual Services General Materials and Supplies	247,544 316,234	373,725 481,640	126,181 165,406	33.76% 34.34%	235,835 348,931	277,574 451,099	402,535 514,753
318	9,495	9,177	Travel and Meeting Expenses	4,898	76,711	71,813	93.62%	42,246	41,879	106,122
- 81	9,300 278	9,300 196	Fixed Charges Capital Outlay	28,417 13,484	43,750 28,145	15,333 14,661	35.05% 52.09%	29,456 256	43,558 72,644	48,875 36,644
-	-	-	Other Expenditures	-		14,001	0.00%	-	72,044	-
1,136,057	1,291,058	155,001	Gift in Kind Total Instructional	58,573 11,252,213	13,386,404	(58,573) 2,134,192	0.00% 15.94%	71,361 12,177,364	13,782,870	14.996.620
1,130,037	1,231,030	133,001	i otai ilisti uctional	11,232,213	13,360,404	2,134,132	13.5476	12,177,304	13,762,670	14,330,020
20.407	54.050	45 404	Academic Support	450.000	547.504	00.050	40.000/	456.136	544.075	405.000
39,167 10,229	54,352 13,293	15,184 3,065	Salary and Wages Employee Benefits	453,933 103,596	517,591 129,149	63,658 25,552	12.30% 19.79%	99,875	544,875 129,602	435,063 85,203
-	-	-	Contractual Services	-	500	500	100.00%	-	-	1,500
5,492	2,783 6,267	(2,709) 6,267	General Materials and Supplies Travel and Meeting Expenses	173,971 1,314	202,999 33,997	29,029 32,683	14.30% 96.13%	165,485 17,652	175,255 17,728	203,866 8,800
-	-	-	Fixed Charges	4,555	4,800	245	5.10%	4,514	4,514	4,800
-	-	-	Capital Outlay Gift in Kind	-	-	-	0.00%	-	-	-
54,888	76,695	21,807	Total Academic Support	737,369	889,035	151,666	17.06%	743,661	871,974	739,232
			Student Services							
130,858	131,939	1,081	Salary and Wages	1,349,151	1,454,305	105,154	7.23%	1,260,794	1,473,911	1,673,994
31,927	34,365	2,438	Employee Benefits	344,981	333,866	(11,114)	-3.33%	327,813	416,305	402,597
2,056 10,487	1,571	(2,056) (8,916)	Contractual Services General Materials and Supplies	12,142 44,243	9,322 76,127	(2,820) 31,883	-30.25% 41.88%	9,322 63,100	11,230 74,530	9,322 81,609
7,557	1,450	(6,107)	Travel and Meeting Expenses	9,414	36,650	27,235	74.31%	29,476	39,895	39,830
3,600 186,485	169,325	(3,600) (17,160)	Other Expenditures Total Student Services	5,500 1,765,431	7,500 1,917,769	2,000 152,338	0.00% 7.94%	9,000 1,699,505	9,000 2,024,871	7,500 2,214,852
,		(,,		1,1 - 2, 1 - 1	,,,,,,,,,	,		,,,,,,,,,,	_,,	_,,,
21,525	34,233	12,709	Public Service/Cont Ed Salary and Wages	230,135	365,563	135,427	37.05%	292,149	346,272	446,255
4,105	4,936	831	Employee Benefits	42,323	47,956	5,634	11.75%	53,000	64,839	57,828
90 2,186	2,000 8,117	1,910 5,931	Contractual Services General Materials and Supplies	14,561 24,687	26,000 83,529	11,439 58,843	44.00% 70.45%	29,513 49,512	34,267 53,790	34,000 93,409
2,100	463	463	Travel and Meeting Expenses	1,373	4,055	2,682	66.14%	3,160	3,232	4,887
12,524	12,654	130	Fixed Charges	126,180	126,660	480	0.38%	126,923	151,928	151,965
	-	-	Capital Outlay Other	-	-	-	0.00%	-	-	-
-	-	-	GIK	-	-	-	0.00%	-	-	-
40,429	62,403	21,973	Total Public Service/ Cont Ed	439,258	653,763	214,505	32.81%	554,256	654,328	788,344
74 774	75.004	0.500	Operations & Maintenance	700 500	004.400	70.575	0.450/	704.440	057.440	004.044
71,774 27,061	75,304 28,287	3,530 1,226	Salary and Wages Employee Benefits	730,563 264,156	804,139 276,816	73,575 12,660	9.15% 4.57%	781,149 256,179	957,440 321,840	981,641 333,390
13,812	18,380	4,568	Contractual Services	238,556	222,932	(15,624)	-7.01%	258,704	298,129	256,570
7,854	15,229 250	7,375 250	General Materials and Supplies Travel and Meeting Expenses	118,435	142,957 1,250	24,522 1,250	17.15% 100.00%	142,681 34	165,973 693	207,900 1,250
12,826	11,180	(1,646)	Fixed Charges	140,741	104,300	(36,441)	-34.94%	146,626	244,614	124,160
83,298 24,893	85,617	2,318 (24,893)	Utilities Capital Outlay	936,953 24,893	1,031,125 15,000	94,172 (9,893)	9.13% -65.95%	847,108 1,336,730	996,732 1,336,730	1,278,583 15,000
500	-	(500)	Contingency Funds	6,228	65,000	58,772	0.00%	16,955	16,955	65,000
242,018	234,247	(7,772)	Gift In Kind Total Operation and Maint	7,903 2,468,430	2,663,519	(7,903) 195,089	100.00% 1	- 3,786,165	4,339,107	3,263,494
_ /=,010	//=	(-,2)	·	2,-30,400	_,000,010	.00,000		-,, -0,100	.,000,107	-,200,707
246,736	262,178	15,442	Institutional Support Salary and Wages	2,267,823	2,885,374	617,551	21.40%	2,471,074	3,512,385	3,503,366
77,822	74,345	(3,477)	Employee Benefits	736,305	737,514	1,209	0.16%	919,772	987,518	1,315,695
30,380 27,979	23,565 18,335	(6,815) (9,644)	Contractual Services General Materials and Supplies	530,782 651,530	579,924 1,086,486	49,141 434,956	8.47% 40.03%	436,389 3,432,688	724,639 3,557,702	803,404 1,137,624
2,287	5,773	3,486	Travel and Meeting Expenses	18,491	79,383	60,892	76.71%	30,302	45,271	91,495
1,250	2,475	1,225	Fixed Charges Capital Outlay	201,139	216,000	14,861	6.88%	208,085	210,476	217,150
22,821	26,289	3,468	Contingency Funds	23,709 305,536	36,616 501,835	12,907 196,299	35.25% 39.12%	3,477 114,884	53,583 599,828	36,616 96,256
-	-	-	Other Tech refresh	448,963	629,500	180,537	0.00%	798,708	813,293	1,139,032
- - 690	90,000	90,000 (690)	Strategic Initiatives COVID Expenses	-	360,000	360,000	100.00%	2,489,057 226,509 69,370	2,489,057 287,749 133,666	360,000
409,967	502,961	92,994	Total Institutional Support	5,184,279	7,112,631	1,928,353	3	11,200,315	13,415,168	8,700,638
6,727	-	(6,727)	Scholarships, grants, waivers	658,244	-	(658,244)	0.00%	712,455	751,995	1,133,567
2,076,571	2,336,688	260,117	Total Expenditures	22,505,223	26,623,123	4,117,899	15.47%	30,873,720	35,840,312	31,836,747
(625,228)	(1,093,491)	468,263	Revenue Less Expenditures	9,464,208	4,373,001	5,091,207	(1)	5,640,536	4,215,199	1,408,129
390	117,344	116,954	Transfers Out:	599,552	1,173,440	573,888	48.91%	633,758	2,164,607	1,408,129
(625,618)	(1,210,835)	351,309	Excess of Revenues over Expenditures & Transfers	8,864,656	3,199,561	4,517,319	(1)	5,006,778	2,050,593	
1,451,343 2,076,571	1,243,197 2,336,688	208,146 260,117		31,969,431 22,505,223	30,996,123 26,623,123	973,308 4,117,899				
(625,228)	(1,093,491)	468,263		9,464,208	4,373,001	5,091,207				

	Current Month			Current YTD	Current YTD	Current YTD
Current Month	Budget	Variance		Actual	Budget	Budget Variance
1,430,120.69	1,527,862.19	97,741.50	Salary and Wages	13,971,825.64	16,644,150.77	2,672,325.13
319,652.10	336,937.92	17,285.82	Employee Benefits	3,134,203.56	3,290,555.06	156,351.50
51,147.64	111,495.27	60,347.63	Contractual Services	1,043,585.27	1,212,402.88	168,817.61
96,277.50	98,903.57	2,626.07	General Materials and Supplies	1,329,099.11	2,073,738.18	744,639.07
10,162.36	23,697.46	13,535.10	Travel and Meeting Expenses	35,490.39	232,045.21	196,554.82
26,600.18	35,608.51	9,008.33	Fixed Charges	501,031.86	495,510.10	(5,521.76)
83,298.06	85,616.55	2,318.49	Utilities	936,953.33	1,031,124.87	94,171.54
24,974.08	277.50	(24,696.58)	Capital Outlay	62,086.49	79,760.64	17,674.15
23,321.45	26,289.00	2,967.55	Contingency Funds	305,536.17	501,834.84	196,298.67
3,600.00	-	(3,600.00)	Other Expenditures	454,462.49	637,000.00	182,537.51
2,069,154.06	2,246,687.97	177,533.91	Total	21,774,274.31	26,198,122.55	4,423,848.24

Lake Land College

FY2021 Salary, Wage & Benefits Detail

	Year to Date				FY20 Projections		
Salary & Wages	<u>Actual</u>	<u>Budgeted</u>	<u>Variance</u>	FY2020 <u>Budgeted</u>	Projected <u>Actual</u>	<u>Budgeted</u>	<u>Variance</u>
Salary and Wages - Instructional	\$8,940,220	\$10,617,180	\$1,676,960	\$11,688,485		\$11,688,485	\$11,688,485
Salary and Wages - Acad. Support	\$453,933	\$517,591	\$63,658	\$435,063		\$435,063	\$435,063
Salary and Wages - Stud. Svcs	\$1,349,151	\$1,454,305	\$105,154	\$1,673,994		\$1,673,994	\$1,673,994
Salary and Wages - Public Svc.	\$230,135	\$365,563	\$135,427	\$446,255		\$446,255	\$446,255
Salary and Wages - Maintenance	\$730,563	\$804,139	\$73,575	\$981,641		\$981,641	\$981,641
Salary and Wages - Inst. Support	\$2,267,823	\$2,885,374	\$617,551	\$3,503,366		\$3,503,366	\$3,503,366
Total Salary and Wages	\$13,971,826	\$16,644,151	\$2,672,325	\$18,728,804	\$0	\$18,728,804	\$18,728,804

	Year to Date			FY20 Projections			
Employee Benefits	<u>Actual</u>	<u>Budgeted</u>	<u>Variance</u>	FY2020 Budgeted	Projected <u>Actual</u>	<u>Budgeted</u>	<u>Variance</u>
Employee Benefits - Instructional	\$1,642,843	\$1,765,254	\$122,410	\$2,199,206		\$2,199,206	\$2,199,206
Employee Benefits - Acad. Support	\$103,596	\$129,149	\$25,552	\$85,203		\$85,203	\$85,203
Employee Benefits - Stud. Svcs	\$344,981	\$333,866	(\$11,114)	\$402,597		\$402,597	\$402,597
Employee Benefits - Public Svc.	\$42,323	\$47,956	\$5,634	\$57,828		\$57,828	\$57,828
Employee Benefits - Maintenance	\$264,156	\$276,816	\$12,660	\$333,390		\$333,390	\$333,390
Employee Benefits - Inst. Support	\$736,305	\$737,514	\$1,209	\$1,315,695		\$1,315,695	\$1,315,695
Total Employee Benefits	\$3,134,204	\$3,290,555	\$156,352	\$4,393,919	\$0	\$4,393,919	\$4,393,919



MEMO

TO: Board of Trustees

FROM: Dr. Josh Bullock, President

DATE: May 13, 2021

RE:

Delegation of authority to the president to enter into contracts during FY 2022 for

providing or securing education services.

Board Policy 10.01 outlines the Board of Trustees authority to:

- 13. Enter into contracts of agreement necessary for the effective operation of the College.
 - B. Contracts with not-for-profit corporations which are organized for educational purposes and contracts or reaches agreement with persons, organizations, associations, educational institutions, or government agencies for providing or securing educational services.

Board Policy 02.03 also outlines Board of Trustees responsibilities as:

33. To enter into contracts or agreements with persons, organizations, associations, educational institutions, or government agencies for providing or securing educational services.

Operating within the purchasing and bidding requirements as outlined in Board Policy 10.22, I respectfully request the Lake Land College Board of Trustees delegate authority to me as College President to enter into contracts or agreements during FY 2022 to provide or secure education services per Board Policies 10.01 and 02.03.



MEMO

TO:

Dr. Jonathan Bullock, President

FROM:

Madge Shoot, Comptroller

DATE:

June 7, 2021

RE:

Approval of FY 2023 RAMP Document

Included in the Board's packet is a copy of the FY 2023 Resource Allocation Management Program (RAMP) document which we wish to submit to the Illinois Community College Board. Funding is being requested for the following project:

Renovation of Existing Campus Buildings—this includes the rehabilitation of the Kluthe Center for Higher Education, Northwest Classroom Building and the Northeast Classroom building

The Programmatic Justification sections of the project applications describe the benefits of the requested projects. These projects are vital to our continued ability to fulfill the mission of meeting the higher education needs of our students.

Lazaro Lopez, Ed.D. Chairman Brian Durham, Ed.D. Executive Director

Illinois Community College Board

Capital Project Application

Complete one application for each project.

District/College: Lake Land College		
District #: 517-01 5 Digit Code (e.g., 50101)		
ICCB Project # Identifier: 517-01R2022 District #, type (NC, R, SP, U, SI or DF), Fisc	2-1 cal Year – District Ranking # (e.g., 50	0-01NC2021-1)
Project Type: Remodel (New Construction, Remodel, Site Purchase,	Utilities, Site Improvement and Defe	rred Maintenance)
Project Title: Rehabilitation of Kluthe C	enter	
District Project Rank # (1 of 3): 1 of 4 (Top 3 receive full prioritization points, 4 and	beyond are reduced progressively)	
Estimated Local Funds: (25% minimum)	\$1,263,563	
Estimated State Funds:	\$3,790,688	
Estimated Total Funds:	\$5,054,251	
Budget Detail		
BLDGS, ADDITIONS, AND/OR	STRUCTURES:	
LAND:		\$0
EQUIPMENT:		
UTILITIES:		
REMODELING & REHABILITAT	ION:	\$5,044,251
SITE IMPROVEMENTS:	•	\$10,000
PLANNING:		
Other:		
TOTAL Funds Requested:		\$5,054,251

Project Scope:

Scope of work in building:

This major remodeling project will include a comprehensive renovation of the Kluthe Center for Higher Education. In addition, the project will remodel numerous spaces throughout the building including the ceilings, floors, doors, elevator and restrooms. The mechanical and electrical systems will also be improved to assure a comfortable learning environment, increase the efficiency of the lighting and to ensure a viable source of power for each room.

Scope of Work-On-Site

General

Site renovation includes minimal landscaping and sidewalks.

Plumbing

Remodel toilets in restrooms.

Provide tempered water to faucets in restrooms.

Heating, Ventilating, and Air Conditioning (HVAC)

Extensive renovation of heating and air conditioning systems in the Kluthe Center for Higher Education.

Electrical

Upgrade duct bank and electrical service from existing power house.

Upgrade building lighting to more efficient fixtures.

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Programs involved:

Business Allied Health Student Common Areas Student Study Areas Instructional Design

The Kluthe Center was completed in the mid 1990s. The college has made numerous, renovations and improvements in order to accommodate the growth in the number of students it serves, repair/replace inefficient or worn-out equipment, comply with federal and state laws relevant to disabled students, or update classroom space to facilitate a new instructional program. The college has attempted to address the maintenance and improvement projects in our existing buildings through the use of Protection, Health, and Safety funds, ADA funds, Capital Renewal Grants, as well as various college based budgetary funds. These projects have helped to address individual problems, but will not be sufficient to deal with many of the more serious structural, design, and mechanical issues the college faces as the buildings continue to age.

What will the project accomplish?

A comprehensive renovation project would allow the college the opportunity to better configure the designs of our classrooms to accommodate the changes in the learning process that have occurred from the early 1970s to today. Better lighting, acoustics, energy efficiency, and other enhancements would not only improve the quality of education to Lake Land College's students, but also greatly improve the appearance of these buildings.

How will the project meet the College's instructional objectives?

Lake Land College strives to provide its students with the highest quality education, in a modern and innovative learning environment. Having facilities that accommodate the growth of technology in the classroom is an integral part of today's demanding educational standards. Lake Land College's student growth has necessitated the addition of new buildings on our campus. New buildings, however, are only part of the equation. Lake Land College must maintain, and update its original buildings to ensure that all of its students have access to suitable facilities throughout the campus. Updated classroom space will ensure that a student taking a class in one of Lake Land College's original buildings has access to the same type of learning opportunities as the student taking a class in a newer structure.

How will the new or remodeled space better serve instructional/ programmatic areas as compared to existing facilities?

Renovated space will allow Lake Land College to offer the needed technology support to properly educate tomorrow's students. Many of the educational tools available today did not exist when the original campus buildings were constructed and wired in the early 1970s.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules? ✓ Yes No
Does this project have the approval of your local governing board? ✓ Yes No Date of Board Meeting June 14, 2021
District Contact Name Greg Nuxoll
District Contact Email Address: gnuxoll1@lakelandcollege.edu
District Contact Phone Number: 217-234-5224
SignatureDate

Lazaro Lopez, Ed.D. Chairman Brian Durham, Ed.D. Executive Director

Illinois Community College Board

Capital Project Application

Complete one application for each project.

District/College: Lake Land College		
District #: 517-01 5 Digit Code (e.g., 50101)		
ICCB Project # Identifier: 517-01R2022 District #, type (NC, R, SP, U, SI or DF), Fisc	-3 al Year – District Ranking # (e.g., 500	-01NC2021-1)
Project Type: Remodel (New Construction, Remodel, Site Purchase,	Utilities, Site Improvement and Defen	red Maintenance)
Project Title: Remodel of Northeast Class	ssroom Building	
District Project Rank # (1 of 3): 3 of 4 (Top 3 receive full prioritization points, 4 and	beyond are reduced progressively)	
Estimated Local Funds: (25% minimum)	\$1,877,375	
Estimated State Funds:	\$5,632,125	
Estimated Total Funds:	\$7,509,500	
Budget Detail		
BLDGS, ADDITIONS, AND/OR S	TRUCTURES:	
LAND:	4	
EQUIPMENT:		\$50,000
UTILITIES:		
REMODELING & REHABILITAT	ION:	\$7,459,500
SITE IMPROVEMENTS:		
PLANNING:		
Other:		
TOTAL Funds Requested:		\$7,509,500

Project Scope:

Scope of work in building:

This major remodeling project will include a comprehensive renovation of the Northeast Classroom Building. In addition, the project will remodel numerous spaces throughout the building including the ceilings, floors, doors and restrooms. The mechanical and electrical systems will also be improved to assure a comfortable learning environment, increase the efficiency of the lighting and to ensure a viable source of power for each room.

Scope of Work-On-Site

Plumbing

Remodel toilets in restrooms.

Provide tempered water to faucets in restrooms.

Heating, Ventilating, and Air Conditioning (HVAC)

Extensive renovation of heating and air conditioning systems in the Northeast Classroom building.

Electrical

Upgrade duct bank and electrical service from existing power house.

Page | 3

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7); then please use this space for justification as this will greatly affect priority status.

Programs involved:

Math and Science Social Science Humanities Student Common Areas Student Study Areas Instructional Design

The original buildings on the Lake Land College campus were completed in the early 1970s. The college has made numerous, renovations and improvements in order to accommodate the growth in the number of students it serves, repair/replace inefficient or worn-out equipment, comply with federal and state laws relevant to disabled students, or update classroom space to facilitate a new instructional program. The college has attempted to address the maintenance and improvement projects in our existing buildings through the use of Protection, Health, and Safety funds, ADA funds, Capital Renewal Grants, as well as various college based budgetary funds. These projects have helped to address individual problems, but will not be sufficient to deal with many of the more serious structural, design, and mechanical issues the college faces as the buildings continue to age.

What will the project accomplish?

A comprehensive renovation project would allow the college the opportunity to better configure the designs of our classrooms to accommodate the changes in the learning process that have occurred from the early 1970s to today. Better lighting, acoustics, energy efficiency, and other enhancements would not only improve the quality of education to Lake Land College's students, but also greatly improve the appearance of these buildings.

How will the project meet the College's instructional objectives?

Lake Land College strives to provide its students with the highest quality education, in a modern and innovative learning environment. Having facilities that accommodate the growth of technology in the classroom is an integral part of today's demanding educational standards. Lake Land College's student growth has necessitated the addition of new buildings on our campus. New buildings, however, are only part of the equation. Lake Land College must maintain, and update its original buildings to ensure that all of its students have access to suitable facilities throughout the campus. Updated classroom space will ensure that a student taking a class in one of Lake Land College's original buildings has access to the same type of learning opportunities as the student taking a class in a newer structure.

How will the new or remodeled space better serve instructional/ programmatic areas as compared to existing facilities?

Renovated space will allow Lake Land College to offer the needed technology support to properly educate tomorrow's students. Many of the educational tools available today did not exist when the original campus buildings were constructed and wired in the early 1970s.

What facilities are already available?

The existing Luther Student Center, Northwest Classroom Building and Field House Buildings were

Page | 4

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules? ✓ Yes No
Does this project have the approval of your local governing board? ✓ Yes
District Contact Name: Greg Nuxoll
District Contact Email Address: gnuxoll1@lakelandcollege.edu
District Contact Phone Number: 217-234-5224
SignatureDate

Lazaro Lopez, Ed.D. Chairman Brian Durham, Ed.D. Executive Director

Illinois Community College Board

Capital Project Application

Complete one application for each project.

District/College: Lake land College		
District #: 517-01 5 Digit Code (e.g., 50101)	_	
ICCB Project # Identifier: 517-01R2022 District #, type (NC, R, SP, U, SI or DF), Fisc	-2 al Year – District Ranking # (e.g., 50	0-01NC2021-1)
Project Type: Remodel (New Construction, Remodel, Site Purchase,	Utilities, Site Improvement and Defe	rred Maintenance)
Project Title: Remodel of Northwest Cla	ssroom Building	Marry Married Control of the Control
District Project Rank # (1 of 3): 2 of 4 (Top 3 receive full prioritization points, 4 and	beyond are reduced progressively)	
Estimated Local Funds: (25% minimum)	\$3,161,063	
Estimated State Funds:	\$9,483,187	
Estimated Total Funds:	\$12,644,250	·
Budget Detail		
BLDGS, ADDITIONS, AND/OR S	STRUCTURES:	
LAND:		
EQUIPMENT:		\$300,000
UTILITIES:		
REMODELING & REHABILITAT	ION:	\$12,344,250
SITE IMPROVEMENTS:		
PLANNING:		
Other:		
TOTAL Funds Requested:		\$12,644,250

Project Scope:

Scope of work in building:

This major remodeling project will include a comprehensive renovation of the Northwest Classroom Building. In addition, the project will remodel numerous spaces throughout the building including the ceilings, floors, doors and restrooms. The mechanical and electrical systems will also be improved to assure a comfortable learning environment, increase the efficiency of the lighting and to ensure a viable source of power for each room.

Scope of Work-On-Site

Plumbing

Remodel toilets in restrooms.

Provide tempered water to faucets in restrooms.

Heating, Ventilating, and Air Conditioning (HVAC)

Extensive renovation of heating and air conditioning systems in the Northwest Classroom Building.

Electrical

Upgrade duct bank and electrical service from existing power house.

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Programs involved:

Math and Science
Social Science
Humanities
Allied Health
Student Common Areas
Student Study Areas
Instructional Design

The original buildings on the Lake Land College campus were completed in the early 1970s. The college has made numerous, renovations and improvements in order to accommodate the growth in the number of students it serves, repair/replace inefficient or worn-out equipment, comply with federal and state laws relevant to disabled students, or update classroom space to facilitate a new instructional program. The college has attempted to address the maintenance and improvement projects in our existing buildings through the use of Protection, Health, and Safety funds, ADA funds, Capital Renewal Grants, as well as various college based budgetary funds. These projects have helped to address individual problems, but will not be sufficient to deal with many of the more serious structural, design, and mechanical issues the college faces as the buildings continue to age.

What will the project accomplish?

A comprehensive renovation project would allow the college the opportunity to better configure the designs of our classrooms to accommodate the changes in the learning process that have occurred from the early 1970s to today. Better lighting, acoustics, energy efficiency, and other enhancements would not only improve the quality of education to Lake Land College's students, but also greatly improve the appearance of these buildings.

How will the project meet the College's instructional objectives?

Lake Land College strives to provide its students with the highest quality education, in a modern and innovative learning environment. Having facilities that accommodate the growth of technology in the classroom is an integral part of today's demanding educational standards. Lake Land College's student growth has necessitated the addition of new buildings on our campus. New buildings, however, are only part of the equation. Lake Land College must maintain, and update its original buildings to ensure that all of its students have access to suitable facilities throughout the campus. Updated classroom space will ensure that a student taking a class in one of Lake Land College's original buildings has access to the same type of learning opportunities as the student taking a class in a newer structure.

How will the new or remodeled space better serve instructional/ programmatic areas as compared to existing facilities?

Renovated space will allow Lake Land College to offer the needed technology support to properly educate tomorrow's students. Many of the educational tools available today did not exist when the original campus buildings were constructed and wired in the early 1970s.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 ✓ Yes No	3 a) of ICCB Administrative Rules?	
Does this project have the approval of your very very large of Board No Date of Board	our local governing board? d Meeting June 14, 2021	
District Contact Name Greg Nuxoll		
District Contact Email Address: gnuxoll1@	@lakelandcollege.edu	
District Contact Phone Number: 217-234-	-5224	
Signature	Date	



TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: June 7, 2021

RE: Base Salary Adjustments for Administrative, Supervisory, & Support Employees

For Fiscal Year 2022, we are proposing a base salary adjustment for our Administrative, Supervisory, and Support staff employees, excluding correctional centers that is consistent with what was agreed upon with the Lake Land College Faculty Association.

Excluding those staff that are currently in planned retirement, employees within these work groups shall receive a base salary increase of 2.00% plus \$250.

I respectfully recommend the Board approve these base salary adjustments for the Administrative, Supervisory, and Support staff employees of the college, excluding correctional center staff.



TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: June 7, 2021

RE: Part-Time Employee Hourly Wage Increases

We are recommending a 2.0% increase for current part-time employees effective July 1, 2021.

I respectfully recommend the Board approve these base salary adjustments for the Administrative, Supervisory, and Support staff employees of the college, excluding correctional center staff.



TO: Board of Trustees

Dr. Josh Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC: Greg Nuxoll, Vice-President for Business Services

DATE: May 19, 2020

RE: FY 2022 Part-Time Rates and Stipends

Please find attached the proposed FY 2022 Part-Time Rates and Stipends for your consideration and following a thorough evaluation by the administration of the current rates. Due to the minimum wage increase that will go into effect January 1, 2022, our proposed part-time rates will be in effect July 1, 2021 through December 31, 2021, and thus not the entire fiscal year. Our plan is to update the part-time rates later this year and bring a recommendation back to the Board for consideration at that time.

The principal objective of our compensation program is to ensure the institution is able to attract, motivate, and retain a highly qualified workforce in a cost-effective manner. The attached document reflects various increases to help the College remain competitive and retain a highly competent staff. For example, it is recommended we increase adjunct faculty wages by \$15.00 per credit hour by the number of semesters taught effective fall semester, 2021. This increase and other various proposed stipends and part-time rates increases as detailed on the attachment will allow for fairness and consistency across the institution and reward employees for their dedication and performance.

It is respectfully requested the Board approve the proposed stipends for FY 2022 and part-time rates for the period July 1, 2021 through December 31, 2021.

Part-Time Rates and Stipends (July 1, 2021 - December 30, 2021)

Assistants

Level I - Education Level H.S.

\$11.00

(student positions)

Bookstore Rush Worker

Accounting Assistant

Administrative Assistant to Police Dept

Archives Project Developer Assistant Athletic Coaches

Auxiliary Services Office Coordinator

Bookstore Computer Services Specialist

Central Receiving Assistant

Cheer Coach

Communications and Creative Services Intern

Cosmetology Receptionist

Counseling Clerical Worker

Custodian

Data Employment Specialist

Data Entry Assistant

Dental Hygiene Clinical Student Assistant

Disability Services Notetaker

Emergency Medical Services Assistant

Extension Center Administrative Assistant

Farm Manager Assistant

Financial Aid Assistant

Financial Aid Processor/Coordinator

Fitness Center Specialist

GIS Assistant

Groundskeeper

Groundskeeper Assistant

Human Resources Assistant

IDOT QMTP Lab Assistant

International Studies Program Assistant

Int'l Studies Student Ambassador

Int'l Studies Student Assistant

ISS Clerical Data Entry

Lab Assistant/Technician

Laker Mallard Mascot

Layout and Design Editor

Library Assistant

Library Assistant II

Library Assistant Technical Services

Mailroom Assistant

Managing Editor

Microcomputer Support Technician

Office Assistant Vo-tech

Pathways Student Classroom Assistant

Perkins Student Worker

Photo Web Editor

Physical Plant Assistant

Physical Plant Tech I

Print & Courier Assistant

Print Shop Administrative Assistant

Print Shop Technician Assistant

Print Technician

Section Editor

Special Needs Notetaker

Student Assistant

Student Assistant Specialist/Career Services/Counseling

Student Services Specialist

Test Proctor

TRIO Administrative Assistant

TRIO Destination College Student Specialist

TRIO SSS Enrollment Assistant

TRiO SSS Student Assistant

TRIO Talent Search Office Coordinator

Web Developer/Help Desk Support

Physical Plant	\$12.00	
	Physical Plant II	
Technical Level I	\$11.00	
	Audio-Visual Technician	

Microcomputer Support Specialist

Web Programmer

Technical Level II \$11.00

Graphic Design Pre-Flighter

Technical Level III \$12.00

Network Consultant

Tutor
Level I - High School \$11.00

Tutor I

Level II - Associates \$11.00

Tutor II

Level III - Bachelor \$13.00

Tutor III

Professional		
Level I	\$11.00 - \$15.00	
	Adult Educational Classroom Assistant	\$11.00
	Auxiliary Services Data Specialist	\$12.00
	Broadcast Engineer	\$15.00
	Business Partnership Support Specialist	\$11.00
	College Advancement Specialist	\$12.00
	Dual Credit Program Assistant	\$11.00
	E-Commerce Specialist	\$12.00
	Engineering Technician	\$15.00
	Financial Aid Representative	\$11.00
	Lab Supervisor/Associates	\$12.00
	Marketing & Digital Content Specialist	\$12.00
	Pathways Classroom Assistant (Associate)	\$11.00
	Professional Development Support	\$11.00
	Trio Bus Driver	\$13.00

Level II	\$15.50	
	Academic Services Coordinator Admissions Services Specialist Adult Education Transition Specialist Internship & Employment Coordinator Counseling Services Specialist Education Specialist Employment Specialist Employment Specialist Financial Aid Outreach Coordinator General Equipment Technician GIS Technician Specialist Human Services Clinical Supervisor Intramural Director Intramural Official Lab Supervisor/Bachelors Marketing Communication Specialist Partnership Specialist Student Services Professional	\$15.50 \$15.50 \$15.50 \$15.50 \$15.50 \$15.50 \$15.50 \$15.50 \$15.50 \$15.50 \$15.50 \$15.50 \$15.50 \$15.50
Level III		
	Academic Counselor Athletic Trainer CDL Driver Instructor/Trainer Clinical Instructor Honors Instructor Medical Assistant Program Lab Assistant Part-Time Instructor TRIO Advising Counselor	\$24.81 \$25.00 \$18.00 \$24.81 \$24.81 \$24.81 \$24.81
CONTRACTED RATES	C.N.A. Evaluators CBI Technical Writer CBI Trainer Clinical Dentist IDOC CPR Instructor Nursing Clinical Instructors Sign Language Interpreter (Certified Intermediate Sign Language Interpreter (Non-Certified) Special Projects Coordinator Traffic Safety Instructor Traffic Safety Instructor/DUI Traffic Safety Instructor/Remedial Norming General Education Assessment Eval. Police Officer	\$30.00 Market Rate Market Rate \$50.00 \$46.25 \$35.00 See attached sheet \$20.00 Based on % of grant funding \$28.45 \$33.66 \$29.51 \$50.00 \$17.50

Effective Date: 7/1/21

Master: \$55/hour Advanced: \$50/hour Intermediate: \$45/hour

The DeafBlind rates will be:

Master: \$60/hour Advanced: \$55/hour Intermediate: \$50/hour

Services provided between the hours of 6P-6A will be:

Master: \$62/hour Advanced: \$57/hour Intermediate: \$52/hour

Interpreters who work with DeafBlind individuals between the hours of 6P-6A will see the rate adjustment of:

Master: \$67/hour Advanced: \$62/hour Intermediate: \$57/hour

Paid Pe	er Occurrer	nce				
Part time academic rates begin with the Fall Semester						
						FY2022
Women's Basketball Officials	Service	Per Game				\$190.00
Men's Basketball Officials	Service	Per Game				\$190.00
Volleyball Officials	Service	Per Match			3 out of 5	\$150.00
Men's Baseball Umpires	Service	SINGLE				\$195.00
Men's Baseball Umpires	Service	DOUBLE				\$225.00
Softball Umpires	Service	DOUBLE				\$170.00
Scorekeeper / Timer / Announcer	Service	Per Game			\$15/hour	\$30.00

Stipends Part time academic year rates begin with the Fall Semes	ter
Position	FY2022
Farm Equipment Mechanic	\$2,000.00
Faculty Accreditation Coordinator	\$7,500.00
Transitional Math Liason (2 year duration)	5 ECH
Transitional English Liason (2 year duration)	5 ECH
Foundation Treasurer	\$4,000.00
Department of Juvenile Justice Contract Administrator	\$8,500.00
Honors Advisor - paid as a stipend over Fall, Spring, Summer	6 hours of Overload of ECH
Science Greenhouse	\$2,000.00
Director of Physical Therapy Assistant Program	\$23,049.00
Farm Manager	4 ECH for 60 acres, .07 ECH for each additional acre
<u> </u>	\$3,589.00
Human Anatomy / Physiology Preparation (Per cadaver) Dual Credit High School Coordinator	\$3,369.00
	\$100 to cover the first five dual credit sections offered per semester. \$10 for each subsequent dual credit section offered per semester.
ISS Infrastructure Team Lead	\$7,500
ISS Applications Team Lead	\$7,500
Fresh Start Wellness Program	\$100-\$200
20-29 = \$2,000, 30-39+ = \$2,500 SUMMER TERM 1/36 for 8 ECH	
Directors	
Dental Hygiene (The current employee has grandfathered status)	15.0 ECH (11 Mo.)
Nursing Programs: (The current employee has grandfathered status)	15.0 ECH (11 Mo.)
Physical Therapy Assistant & Massage Therapy Program (The current employee has grandfathered status) Cosmetology	15.0 ECH (11 Mo.) 15.0 ECH (11 Mo.)
Broadcast Operations	15.0 ECH (11 Mo.)
Director, Medical Assistant	15.0 ECH (11 Mo.)
BNA Director	15.0 ECH (11 Mo.)
IDOT QMTP Director (per IDOT Contract)	18.0 ECH (Fall 14, Summer 4)
Director of Court Reporting	9.0 ECH (11 Mo.)
Release Time Formula for Facilitators (academic year): Development Reading & Writing Facilitator	12.0 ECH
Education Program Facilitator	3.0 ECH
Human Services Facilitator	3.0 ECH
Internship Facilitator	3.0 ECH
Coaching Stipend Formula: (If paid in addition to full-time position) Head Coach Stipend:	
\$6000.00 Base pay rate for all coaches for any sport and ag judging + \$200 per year for previous experience as a head or paid assistant coach at Lake Land College. +\$100 per year for experience outside Lake Land College as college head or assistant coach or high school head coach. Annual pay increase based on % increase for full-time appointment	
Cheer Coach /Athletic Team Assistant Coach Stipend (Part-time): \$4,125.00 (\$11.00 per hour for 375 hours) + \$100 per year for previous experience as a head or paid assistant coach at Lake Land College. Annual pay increase based on hourly rate increase for part-time employees	
Additional Head Coach Stipend: \$500 Team to National Tournament (VB, MBB, WBB, SB, BB) \$500 60% wins (VB, MBB, WBB, SB, BB) \$250 per win at American Royal, North American International, National Western, Houston Stock Show (Ag Judging) \$100 per All American (as selected by NJCAA or NJCLJCA) \$100 Academic All-American Team (Team GPA of 3.0 or higher for the current academic year) \$100 per sophomore Academic All American (3.60 or higher cumulative GPA)	

Chair of Counseling Stipend/Director of Learning Resource Center: \$6500.00 Base pay rate Annual increase consistent with % increase for full-time appointment.

Adjunct Faculty Wage Scale

Period of Time	FY2022
0-7 Semesters	\$650
8-15 Semesters	\$665
16+ Semesters	\$680

Fall, spring & summer are calculated as recordable semesters toward placement on wage scale.

FY2022 Substitution Rates

The Standard Substitution Rate is to be used when a **substitute** is needed for:

- 1. A fulltime faculty member who has been hired for an academic year according to the Lake Land College fulltime faculty salary scale.
- 2. An adjunct faculty member who has been hired for an academic semester according to the Lake Land College adjunct faculty salary scale.
- 3. A unique exception. All exceptions must be approved by the Vice President for Academic Services.

Current Fulltime Faculty Rates

<u>Lecture Hour</u> - Fulltime Faculty Overload Credit Hour / sixteen weeks

\$785 / 16 = \$49.06

<u>Lab Hour</u> - Fulltime Faculty Overload Credit Hour / sixteen weeks x 1.0

\$785 / 16 = \$49.06

Current Adjunct Faculty Rates

<u>Lecture Hour</u> - Adjunct Faculty Credit Hour / sixteen weeks

\$650/16 = \$40.62

\$665/16 = \$41.56

\$680/16 = \$42.50

<u>Lab Hour</u> - Adjunct Faculty Credit Hour / sixteen weeks x 1.0

\$650/16 = \$40.62

\$665/16 = \$41.56

\$680/16 = \$42.50

Pro-rated sections

(# student/minimum seat count) * ECH of course

Effective: 8/2021 at adjunct rate



TO: Board of Trustees

Dr. Josh Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC: Greg Nuxoll, Vice-President for Business Services

DATE: June 7, 2021

RE: FY 2022 Proposed Salary Grade Schedule

Please find attached the proposed FY22 salary grade and range schedule recommendation for starting salaries for new full-time employees. This change is a 1.50% increase on the minimum starting salary over the FY21 schedule effective July 1, 2021. This will allow for continued fairness and consistency across the institution.

Lake Land College Administrative, Supervisory, Support Pay Ranges

07/01/21-06/30/22

Pay Ranges for Lake Land College						
	Point	Point	Point			
Grade	Min	Mid	Max	Minimum	Midpoint	Maximum
19	614	674	734	\$ 105,013	\$ 131,266	\$ 164,083
18	519	566	613	\$ 89,270	\$ 111,587	\$ 139,484
17	439	479	518	\$ 76,505	\$ 95,631	\$ 119,538
16	371	405	438	\$ 65,782	\$ 82,228	\$ 102,784
15	314	342	370	\$ 56,761	\$ 70,952	\$ 88,690
14	269	291	313	\$ 49,358	\$ 61,697	\$ 77,122
13	228	248	268	\$ 40,848	\$ 51,060	\$ 63,825
12	192	210	227	\$ 36,338	\$ 45,422	\$ 56,777
11	161	176	191	\$ 32,338	\$ 40,422	\$ 50,528
10	135	148	160	\$ 29,019	\$ 36,274	\$ 45,342
9	114	124	134	\$ 26,211	\$ 32,763	\$ 40,954

Board Approved June 14, 2021

Lake Land College Board of Trustees



RESOLUTION NUMBER: 0621-016 DATE: 6-14-21

RESOLUTION TO TRANSFER INTEREST EARNED FROM WORKING CASH

WHEREAS, Lake Land College has established a working cash fund which, when invested, earns interest; and

WHEREAS, the interest may be transferred by authority of the Board of Trustees from the working cash fund to other funds; and

WHEREAS, the administration has proposed use of working cash interest for the purpose of new building construction and to remunerate expenditures.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, and the State of Illinois, directs the Treasurer to transfer interest earned from the working cash fund to the operation and maintenance fund for the purpose of new building construction and to remunerate expenditures by authority under the Illinois Public Community College Act, Section 805/3-33.

ADOPTED this 14" day of Jur	ne, 2021 by the following vote:
AYES:	
NAYS:	
ABSENT:	
	BOARD OF TRUSTEES LAKE LAND COLLEGE COMMUNITY COLLEGE DISTRICT NO. 517 COUNTIES OF CHRISTIAN, CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR, EFFINGHAM, FAYETTE, JASPER, MACON, MONTGOMERY, MOULTRIE, AND SHELBY STATE OF ILLINOIS
	By:
	Chair
Attest:Secretary	
Jecietaly	

SECRETARY'S CERTIFICATE

l,	_, the undersigned, do hereby certify that I am the duly qualified
and acting Secretary of the Board	of Trustees of Lake Land College, Community College District
No. 517, Counties of Christian,	Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar,
Effingham, Fayette, Jasper, Maco	on, Montgomery, Moultrie, and Shelby, State of Illinois, (the
"College District") and as such of	fficial, I am the keeper of the records and files of the Board of
Trustees of said College District.	
I do further cortify that the	foregoing Resolution to Transfer Interest Formed from Working

I do further certify that the foregoing Resolution to Transfer Interest Earned from Working Cash is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 14th day of June, 2021.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of June, 2021.

Secretary, Board of Trustees	

Lake Land College Board of Trustees



RESOLUTION NUMBER: 0621-017 DATE: 6-14-21

RESOLUTION AUTHORIZING TREASURER TO INVEST FUNDS

IT IS HEREBY RESOLVED THAT the Lake Land College Board of Trustees, Community College District #517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois, does hereby authorize the College Treasurer to invest College funds in accordance with provisions of the Illinois Community College Act and the Investment of Public Funds Act (Illinois Revised Statutes, Chapter 122, Paragraph 103-47) and with the policies approved and adopted by the Board of Trustees at the November 9, 1998, regular meeting.

IT IS FURTHER RESOLVED THAT the Lake Land College Board of Trustees shall receive a quarterly report of said investments.

ADOPTED this 14 th day of June, 2021 by the following vot	:e:
AYES:	
NAYS:	
ABSENT:	

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

		Ву:		
			Chair	
Attest:				
	Secretary			

SECRETARY'S CERTIFICATE

I,, the undersigned, do hereby certify that I am the duly qualified
and acting Secretary of the Board of Trustees of Lake Land College, Community College District
No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar,
Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the
"College District") and as such official, I am the keeper of the records and files of the Board of
Trustees of said College District.
I do further certify that the foregoing Resolution Authorizing Treasurer to Invest Funds is a
true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the
College District at a meeting held on the 14 th day of June, 2021.
I do further certify that the deliberations of the members of the Board of Trustees on the
adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was
taken openly; that the meeting was held at a specified time and place convenient to the public; that
notice of the meeting was duly given to all newspapers, radio or television stations, and other news
media requesting notice; and that the meeting was called and held in strict compliance with the
provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the
Public Community College Act of the State of Illinois, and that this Board of Trustees has complied
with all of the applicable provisions of said Acts and with all the procedural rules of the Board of
Trustees.
IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of June, 2021.
Secretary, Board of Trustees



TO:

Lake Land College Board of Trustees

FROM:

Christi Donsbach, Executive Director for College Advancement

CC:

Dr. Josh Bullock, President

DATE:

May 20, 2021

RE:

Dental Gift-in-Kind items

The Foundation office has received recent notification of gift in kind donations from Dr. Jeanine Fell of dental items valued at \$6,310.00. These gifts will be received by the Foundation, thanks to Kristen Holsapple, Director of the Dental Hygiene program. The equipment (autoclave: \$3,000, vacuum former: \$200, scanx: \$3,000, amalgamator: \$10, extraction instrument: \$50, hand instruments: \$50) will be used by Dental Hygiene students and faculty.

I respectfully request the Board of Trustees move to accept this donation from the Lake Land College Foundation on behalf of the Dental Hygiene program.



Gift-in-Kind Certification

(Approval by all parties must be obtained before gift is accepted)

Donor's Name	
Address 611 W. Water St. city Newtor	State/Zip_1L 6241
Telephone <u>217-332-2687</u> Fax	
Donor's Estimated Value \$ 6, 3(0	
Gift-in-Kind Description: (Please describe in detail)	\$3000 \$100
Description Dental Hems: Autochus Vaccuum torme	er, Scanx, Mstruments
Location of ItemTransportation	Cost
Vehicle Year: Make: Model: VIN:	
Unit Receiving Gift Dente Hygen Donor intent/restrictions	
Gift Usage Plan:	
Use/holding/Maintenance (including operating/storage cost)	
Sale/disposition of gift (including cost)	
By signing this form the donor attests that they are relinquishing rigi	
✓ Donor Signature:	Date: _5/13/2/
Note: Gift receipts do not reflect the dollar value of the contribution. Under mandated Internal Revenu	ue Service guidelines, this valuation
responsibility is left to the donor.	
CERTIFICATION BY RECEIVING OFFICIAL I certify that the above is an accurate description of a gift-in-kind made to the Lake Land College Found	lation. Inc. on the date listed above.
Tis' sist be attached if gift is a vehicle. If the College deems this gift to be unsatisfactory or unaccept	table and declines to accept this item,
tach a description of the Foundation's final disposition of the gift.	
Gift Receiver	Date
ACADEMIC/FOUNDATION REVIEW	
Division Chair	Date:
Vice President	Date:
Foundation CEO	Date:
Foundation Treasurer	Date:
FOUNDATION REVIEW/APPROVAL The signatures below indicates by the Foundation of the gift as described and the transfer to and accepmaintenance costs, if applicable. The date of transfer will be the date of the Lake Land College Board of	oted by the College for said gift, including of Trustees' approval.
Foundation President	Date:
BOARD OF TRUSTEE APPROVAL	
Lake Land College President	Date:
Board of Trustees of Community College Dist. 517	Date:



TO: Dr. Josh Bullock, President

FROM: Chris Strohl, Dean for Workforce Solutions and Community Education

DATE: June 1, 2021

RE: Approval of the Purchase of Class B Truck for the College's CDL Program

As part of the Lake Land College's Center for Business and Industry, the college owns one class B truck for the training of students. Considering the age and mileage of our 1992 Ford F700F bucket truck, I would recommend the college replacing the current training truck with a newer model.

Upon searching local semi-truck dealerships, the price of a class B truck should not excess \$40,000. If the approval to purchase is granted, we would work with a local dealer to secure the very best option for the college resources and utilize FY 2021 budgeted funds for this expenditure.

I respectively ask the Board to approve the purchase of one used class B truck for use in the college's CDL Program.



TO: Mr. Greg Nuxoll, VP Business Services

FROM: Madge Shoot, Comptroller

CC:

DATE: June 3, 2021

RE: Surplus Equipment

With the purchase of the new squad car the 2012 Ford Police Interceptor and attached equipment have become obsolete and hold little value to the college.

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

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



To: Greg Nuxoll, Vice President for Business Services

From: Madge Shoot, Comptroller

Date: April 15, 2021
Subject: Trust Agreement

Memo

When embarking on a construction project in conjunction with the Capital Development Board, the College is required to create a trust for its part of the estimated costs. This agreement is the first step in the process to begin Capital Development Project #810-058-033, the replacement of Parking Lot A.

I respectfully request the Board approve the attached Trust Agreement between the College, First Mid-Illinois Bank and Trust, and the Capital Development Board. I would also request the Board's approval to open the trust account at First Mid-Illinois Bank and Trust.

I am available should you have any questions or concerns.

Attachments

TRUST AGREEMENT

This Agreement is made and entered into by and between Lake Land College whose address is 5001 Lake Land Boulevard, Mattoon, IL 61938 hereinafter called the Using Educational Agency, and a Bank First Mid Bank and Trust whose address is 1515 Charleston Ave, Mattoon, IL 61938 hereinafter called Bank.

WITNESSETH

WHEREAS the USING EDUCATIONAL AGENCY is required by law to pay a contribution to that certain project, known as Capital Development Board project number *CDB* project # (810-058-033), in the amount of five hundred seventy-five thousand dollars; and

WHEREAS, the USING EDUCATIONAL AGENCY may elect to deposit the contribution under a Trust Agreement, with an Illinois Bank of the Using Educational Agency's choice, pursuant to 71 Illinois Administrative Code 30.110, as amended October 1, 1984.

NOW THEREFORE, the parties do hereby agree:

- 1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with Bank funds totaling five hundred seventy-five thousand dollars (\$575,000).
- 2. That the funds so deposited with the Bank shall be described as the "contribution" and shall be held by the Bank in trust according to the terms of this agreement.
- 3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.
- 4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.
- 5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.
- 6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so directed shall be made payable only to: "The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund".
- 7. That the BANK shall pay such funds within two (2) working days upon the receipt of

the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.

- 8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A "safekeeping receipt" for such deposits shall be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term "securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois" means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated "A" or better by Moodys; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.
- 9. That the USING EDUCATIONAL AGENCY shall be responsible for obtaining the written execution of the Trust Agreement by the BANK. Any costs or service fees of the BANK shall be borne by the USING EDUCATIONAL AGENCY.
- 10. That when the total amount of the contribution has been paid from the account in accordance with the directions of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, this Agreement shall be terminated and any accumulated interest or earnings thereon shall be paid over to the Using Educational Agency.

	Name of School	Phone number	
By:			
-	Printed Name	Title	
		ATTEST:	
	Signature		
<u>ANK</u>			
	Name of Bank	Phone number	
By:			
	Printed Name	Title	
		ATTEST:	
	Signature		
	Signature rledgment of Receipt	S	
	Signature rledgment of Receipt	5	
Funds	Signature rledgment of Receipt		
	Signature rledgment of Receipt	5	



To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: June 8, 2021

Subject: Lease Renewal Agreement with Local Workforce

Innovation Area #23 and Lease Agreement with

Mattoon First Presbyterian Church

Attached, please find a proposed lease renewal agreement between the College, as Lessor, and the Local Workforce Innovation Area #23, as Lessee, for the period of July 1, 2021, through June 30, 2022. This lease agreement is for property located on Campus at the College's new Workforce Development Center. The College is leasing out 431 square feet at \$15 per square foot as the College is agreeing to all maintenance, utilities and services related to the property.

Also attached is a lease with the Pathways Program and the Mattoon First Presbyterian Church to utilize a classroom.

I respectfully request that the Board approve these leases.

Attachment

Facility Lease Agreement

This lease, made this	2021, in Mattoon, Illinois, by and between
Lake Land College of Mattoon, Illi	nois, hereinafter referred to as Lessor, and Local
Workforce Innovation Area 23, he	ereinafter referred to as Lessee.

WITNESSETH:

1. Lessor hereby leases to the Lessee space in the described attached office buildings at 5001 Lake Land Boulevard, Mattoon, Illinois 61938. The area consists of approximately 431 square feet.

The term of this lease shall be deemed to have commenced upon the 1st day of July, 2021, and shall terminate on the 30th day of June, 2022. Notwithstanding the foregoing, unless written notice is given to the party desiring to terminate this lease to the other party sixty (60) days prior to the end of the lease then this lease shall extend for an additional year on the same terms and conditions. Lessee may be allowed to terminate for lack of federal funding.

- 2. Lessee agrees to use and occupy the premises for the purpose of operating a Workforce Innovation Act and Trade Adjustment Assistance.
- 3. Lessee agrees to pay to Lessor as rent for the premises the sum of \$1,616.25 per quarter, payable on the first day of every quarter of the term herein, the time of each such rental payment being of the essence of this agreement. Payment of rent is to be made to 5001 Lake Land Boulevard, Mattoon, Illinois 61938 or at such other place as Lessor may from time to time direct.
- 4. All cost of maintaining of the interior of the office building, including the furnace, air conditioner, plumbing and light fixtures shall be paid by the Lessor.
- 5. Lessor shall be responsible for janitorial service, trash removal, and snow removal.
- 6. Lessor shall be responsible for utilities, including gas, electricity, water and sewer.
- 7. All expense of maintenance of the exterior of the building, including lawn care, shall be the responsibility of the Lessor.
- 8. Lessee accepts "premises" with their appurtenances and fixtures in their present condition, and, upon termination of its Lease, will surrender the "premises" in as good order and condition, as when received, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty accepted.

- 9. Should a substantial portion of the leased premises, or of the property of which it is a part, be substantially damaged by fire or other casualty or be taken by eminent domain, the Lessor, may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for the intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if:
- (a) the Lessor fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) the Lessor fails to restore the leased premises to the condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The Lessor reserves, and the Lessee grants to Lessor, all rights which the Lessee may have for damages or injury to the leased premises for damages or injury to the leased premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment.

- 10. Lessee agrees not to assign this Lease nor sublet the "premises" or any part thereof without the prior written consent of the Lessor, which consent may be granted or withheld in Lessor's absolute discretion. The ban as to subleasing the subject "premises" does not apply to the sublease to the Lessor by the Lessee attached hereto and incorporated herein by reference and dated that same date herein. Subletting or assignment of this lease by Lessee shall not release Lessee from any part of his obligations under this Lease and acceptance of an assignment of this Lease, or sublease of the "premises", by any person, shall be construed as a promise on the part of such assignee or Sub-Lessor to be bound by and perform all of the agreements of Lessee herein contained.
- 11. Lessee agrees not to make any contract for the construction, repair, or improvement of, or, to, the "premises", or any part thereof, or for any work to be done or materials furnished on or to the "premises", or any part thereof, without the prior written consent of Lessor, and without providing in such contract or agreement that no lien of mechanics or materialman shall be created or shall arise against the leased "premises", building, or improvements at any time located on said "premises".
- 12. This Lease may be terminated by either party at their election in the event of the breach by the other party of any of the agreements herein contained, unless said breaching party cures such breach within thirty (30) days of notice thereof from the other, except that Lessor may terminate this Lease for non-payment of rent on thirty (30) days written notice to Lessee.
- 13. A waiver by Lessor of any one instance of default by Lessee in the performance of any provision of its Lease shall not be construed as a waiver of any other prior or

subsequent default, nor a relinquishment by Lessor of Lessor's right hereunder to have Lessee perform this Lease in strict accordance with its provisions, time being of the essence of this Lease. Without limiting the foregoing, the acceptance of rent after it falls due, or after knowledge of any breach hereof by Lessee, whether required by law or not, shall not constitute, nor be construed as, a waiver by Lessor of any right or remedy arising out of any prior or subsequent default by Lessee, nor a waiver of Lessor's right to insist on Lessee's performance of all of his obligations hereunder in strict accordance of the provisions of this Lease.

- 14. The rights and remedies of the Parties under this Lease are not exclusive, but shall be cumulative, and to exercise of any right or remedy by a Party shall not prevent the exercise of any other right or remedy by the Party, whether provided for by this Lease or by law.
- 15. All of the agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, and permitted successors and assigns pursuant to paragraph 14 above, of the respective Parties hereto.
- 16. This Lease shall be executed in duplicate, each such executed copy to be considered an original.
- 17. Lessee agrees, at the expiration, or earlier termination, of this Lease, and without notice or demand, to give peaceable possession of the premises to Lessor.
- 18. In the event of default by either party, in the terms of this Lease, the defaulting party shall pay the other parties reasonable attorney fees and Court costs necessarily incurred for enforcement of the terms of the Lease.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Lake Land College	Local Workforce Innovation Area 23
Print Authorized Agent of Lessor	Print Authorized Agent of Lessee
Title	Title
Signature	Signature

LETTER OF UNDERSTANDING

This is a letter of understanding between Lake Land College's Pathways to the Future Alternative High School ("school") and Mattoon First Presbyterian Church ("church") regarding the use of one church classroom for the purpose of operating a Pathways alternative high school classroom for high school aged students. Hours of operation will be from 8:30 am -4:00 pm Monday through Friday, excluding holidays, commencing approximately August 1, 2021 and ending approximately May 30, 2022. Lake Land College/Pathways and First Presbyterian Church agrees to the following stipulations regarding facility use:

- 1. All doors are to be locked at the end of each session/day.
- 2. Students and teachers will park in a designated area of the parking lot.
- 3. Students and teachers will use a designated door to enter and exit the building.
- 4. Students and teachers will follow health and safety protocols of both Church and School, including, but not limited to COVID-19 daily screenings.
- 5. Students shall be supervised by the instructor at all times, with weekly visit from college administration.
- 6. No smoking will be allowed on church premises both inside and outside of the building and grounds.
- 7. Use of other areas including additional classrooms, the kitchen area, gymnasium, and any other areas inside the church, will only be utilized with prior approval.
- 8. Students and teachers may make use of bulletin boards and "block walls" to hang posters, in the classroom and the hallway outside of the classroom by means of a non-permanent method
- 9. Supplies for the classroom shall be provided by the school.
- 10. Supplies for the restrooms shall be provided by the school.
- 11. In the event the church requires the use of the classroom during school hours, the school shall be notified at least two weeks in advance.
- 12. The school will have laptops in the classroom for student use. The church shall provide internet service.
- 13. Students will perform community service, when requested. Service are to be conducted at the church and church grounds during regular school hours.
- 14. Lake Land College shall extend liability to the church location for the purpose of the Pathways program.
- 15. Any violation of these policies shall be reason for termination of this agreement by either party.

CLERK OF SESS KON	Troasurel	
By: First Presbyterian Church,	Mattoon By: Lake Land College, Mattoon	

Dated: 5/2/2 Dated: 5-4-2/2



To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: June 7, 2021

Re: Approval of Bid for Motoman Robot

The College recently solicited bids for a Motoman Robot. This upgrade will allow the Center for Business and Industry and the Technology Department to support both Fanuc and Motoman labs for robotics training.

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

Name
Yaskawa America, Inc.
Motoman Robotics Division
Miamisburg, Ohio

Total Bid
\$36,875

Based on the bids received, it is my recommendation that we award this bid to Yaskawa America, Inc., Motoman Robotics Division, of Miamisburg, Ohio, for the Motoman Robot.



Lake Land College 5001 Lake Land Boulevard Mattoon, Illinois 61938

Lake Land College Motoman Robot Bid Tab

Project No. 2021-005

BID DATE: June 7, 2021 - 2:00 PM

CONTRACTOR	Total Bid			
Yaskawa America, Inc. Motoman Robotics Division Miamisburg, Ohio	\$ 36,875.00			



To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: June 1, 2021

Re: Approval of Bid for Baseball/Softball Field Grading & Sod Installation

The College recently solicited bids for baseball/softball field grading & sod installation. These improvements will help provide a safer and more playable field for our baseball and softball programs.

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

Name Total Bid
Advanced Turf Solutions, Inc. \$43,915.91

Fishers, Indiana

Based on the bids received, it is my recommendation that we award this bid to Advanced Turf Solutions, Inc. of Fishers, Indiana, for baseball/softball field grading & sod installation.



To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: June 1, 2021

Re: Approval to Purchase Outdoor Bleachers for the Baseball and Softball Field

The current outdoor bleachers at the baseball and softball fields are very dated and they have become a safety hazard and are not ADA complaint.

The College received a quote in the amount of \$40,308.38 to remove the old bleachers at the baseball and softball fields and install new bleachers.

Irwin Seating Company of Altamont, IL is an approved vendor under the Illinois Public Higher Education Cooperative which alleviates the need to seek bids on the above related equipment.

It is my recommendation that we approve the purchase and installation from Irwin Seating Company of Altamont, Illinois, for the Outdoor Bleachers at the Baseball and Softball Fields



To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: June 1, 2021

Re: Approval of Bid for Field House Bleachers

The College recently solicited bids for new bleachers for the Field House. The current bleachers have become a safety hazard and are not ADA compliant.

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

Name Total Bid Irwin Seating Company \$155,273

Altamont, Illinois

Tiles in Style LLC DBA Taza Construction \$201,963

South Holland, Illinois

Based on the bids received, it is my recommendation that we award this bid to Irwin Seating Company of Altamont, Illinois, for the Field House bleachers.



Lake Land College 5001 Lake Land Boulevard Mattoon, Illinois 61938

Lake Land College Field House Bleachers Bid Tab

Project No. 2021-002

BID DATE: June 1, 2021 - 2:00 PM

CONTRACTOR	Total Bid			
Irwin Seating Company Altamont, Illinois	\$ 155,273.00			
Tiles in Style LLC DBA Taza Construction South Holland, Illinois	\$ 201,963.00			



MEMO

RE:

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: June 7, 2021

Approval of Three-Year Agreement with Mongoose Research, Inc. of New York for the

Cadence Platform for College-wide Texting and Funded by HEERF Funds

The College is in the midst of a major overhaul of important IT systems across the college with funding in part from bond proceeds, college budgeted funds and governmental provided HEERF funds. The ISS team has multiple projects on their current docket and many in the queue for the near future.

One of the most requested items by the College faculty, staff and students has been for a better solution to exchange texts regarding College business. The current texting solution via Datatel and ZipWhip have some significant limitations as described in a lengthy assessment in your Board Book. Research shows that messaging students over mobile has become the most effective way to foster productive conversations throughout the College enrollment process. Leveraging texting for critical enrollment actions throughout the academic life cycle will improve our ability to connect with and help students.

We researched six vendors for texting in higher education. After initial review and demos, we narrowed the vendor selection down to three based on our requirements.

Our requirements focused on functionality, usability, integration, support, implementation, and ultimately cost. After additional reviews, meetings, and demos with each vendor, Cadence was the clear choice based on our requirements as their integration stands out as the most adaptable and suitable to use with Colleague, Recruit and other applications, analytic capabilities, and enterprise functionality. The Cadence platform would get rid of the need to ask students their phone providers.

The agreement with Cadence by Mongoose is a three-year agreement of \$27,500 per year along with a \$1,500 onboarding fee in year one of the contract or \$84,000 in aggregate. The College plans to fund the agreement with HEERF Funds considering the agreement enhances the College's ability to enhance our communication with students remotely.

I respectfully ask the Board of Trustees to approve the contract with Mongoose Research for the Cadence platform to provide college-wide texting.

Mongoose Cadence, the texting platform for higher ed.

Cadence Texting Platform Master Service Agreement for Lake Land College



SOFTWARE-AS-A-SERVICE AGREEMENT

These Master Terms and Conditions are made and entered into this 1st day of July 2021 (the "Effective Date"), by and between Mongoose Research, Inc., a New York corporation with its principal offices located at 6506 East Quaker Street, Suite 202, Orchard Park, NY 14127 ("Mongoose") and Lake Land College, an Illinois public college with its principal office located at 5001 Lake Land Blvd, Mattoon, IL 61938 ("Client"), (each, a "Party" and collectively, the "Parties"). These Master Terms and Conditions and the Order(s) attached hereto or referencing these Master Terms and Conditions are collectively referred to as the "Agreement".

- **1. DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.
- 1.1. "Affiliate" means, with respect to any entity, any other present or future entity controlling, controlled by, or under common control with such entity. For the purposes of this definition, control (and its derivatives) means, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.
- 1.2. "Application Platform" or "Platform" means Mongoose's proprietary application software and/or website, including all the Cadence platform, all modules, functions, features identified in an Order, or otherwise generally made available by Mongoose to its clients, and all technology resources and infrastructure (e.g., hardware, third party software, etc.) supporting the Services. The Application Platform includes all updates, releases, improvements, and corrections to the Application Platform.
- 1.3. "Confidential Information" means any and all technical, business, client or proprietary information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), directly or indirectly, including, but not limited to, information regarding the Disclosing Party's business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, product plans, services, relationships with any third party, client lists and information regarding the Disclosing Party's employees, clients, vendors, consultants and Affiliates regardless of whether such information is marked "confidential" or some other proprietary designation, but which by its nature is information that would reasonably be considered to be confidential information of the Disclosing Party. In the case of Mongoose, Confidential Information includes the Application Platform source code.
- 1.4. "Documentation" means Mongoose's user guides and manuals relating to the Services and Application Platform, including on-line help, as updated and amended from time to time.

- 1.5. "Implementation Services" means the data migration, implementation, integration (e.g., APIs), enhancement, and development services described in an Order that Mongoose will complete to comply with the specifications and requirements set out in such Order.
- 1.6. "Intellectual Property" means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information, data, databases and data collections, deliverables, designs, diagrams, Documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.
- 1.7. "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.
- 1.8. "Order" means an order pursuant to which from time-to-time Client orders Services or rights to the Application Platform.
- 1.9. "Order Start Date" means the date on which the Services commence and is set forth in the applicable Order.
- 1.10. "Services" means the services that are ordered by Client under an Order, including (i) limited access and use rights to the Application Platform, (ii) hosting services, (iii) support services, (iv) consulting services, (v) Implementation Services, and (vi) any other similar generally applicable services that Mongoose provides to its clients in accordance with the Documentation.

2. SOFTWARE-AS-A-SERVICE RIGHTS, OBLIGATIONS, AND LIMITATIONS.

- 2.1. Provision of Services and Application Platform. Mongoose grants Client a nonexclusive, non-transferable license to use the Platform in accordance with the applicable Order, Documentation, and other terms of this Agreement. Mongoose will make available to Client and its end users on a non-exclusive and non-transferable basis the Services, Application Platform, and Documentation in accordance with the applicable Order, Documentation, and other terms of this Agreement. Phone Number Validation will only be used for contact phone numbers currently used with or intended for use with the Platform in the offices specified in this Agreement. Client shall not permit, and take reasonable measures to prevent, anyone apart from authorized individuals pursuant to the terms of an Order to use and access the Platform by and on behalf of Client. Client shall not otherwise use, share, copy, access or allow access to the Platform. Client's license is non-exclusive, terminating, revocable and non-transferable, for time period specified in the applicable Order Form(s), subject to full payment by Client. Client shall not directly or indirectly, (a) sell, assign, lease, sublicense, disclose grant access to, or otherwise transfer the Platform or any copy thereof to any other party; (b) copy, modify, distribute, publicly display, or publicly perform the Platform or create derivative works thereof; or (c) attempt to adapt, decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct, discover, or otherwise attempt to derive any source code or underlying ideas, algorithms, processes know-how or other related technology of the Platform.
- 2.2. Access and Use Rights. Client will be responsible for providing its own internet access to the Application Platform. Mongoose may specify reasonable procedures in the Documentation according to which Client and end users may establish and obtain such access to and use of the features and functions of the Services and Application Platform through the internet, including, without limitation, provision of any access codes, passwords, websites, connectivity standards or protocols, or any other relevant procedures. Client shall have access to the Platform from evergreen web browsers (browsers that are automatically upgraded to future versions) which currently include Google Chrome, Microsoft Edge, and Firefox. Cadence also works on the proprietary browser Safari. Access to the Platform includes the ability to use both end user texting and administrative functions.

- 2.3. **No Emergency Use**. THE CADENCE PLATFORM MAY NOT BE UTILIZED FOR EMERGENCY ALERTS. ANY ATTEMPT TO DO SO MAY RESULT IN IMMEDIATE TERMINATION OF THE CLIENT'S RIGHT TO UTILIZE THE CADENCE PLATFORM AS DETERMINED BY MONGOOSE.
- 2.4. Orders. The initial Order is attached hereto as Exhibit A (Order Form) and includes all attachments thereto (the "Initial Order"). If Client desires to access or use additional Services or Platform Applications and/or increase any limitation on the number of named users, concurrent users, devices, location, transactions, or other elements, as applicable, in the initial Order or any subsequent Order, the authorized representatives of the Parties will execute a new Order. Upon Mongoose's written acceptance of the new Order, such new Order will be effective. All Orders are subject to and hereby incorporate all Exhibits and the terms of this Agreement.
- 2.5. Limitations on Use. Except as otherwise provided in this Agreement, Client will not: (i) sell, rent, assign, grant access to, lease, sublicense or otherwise transfer or distribute the Application Platform or Documentation or any copies of the Application Platform or Documentation; (ii) copy, modify, publicly perform, translate, reverse engineer, decompile or disassemble the Application Platform; (iii) create or prepare derivative works based upon the Application Platform; (iv) create any copy of or "mirror" the Application Platform; (v) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Application Platform or Documentation; or (vi) attempt to adapt, decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct, discover, or otherwise attempt to derive any source code or underlying ideas, algorithms, processes know-how or other related technology of the Application Platform.
- 2.6. Acceptable Use. Client shall not: (a) use Platform for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Platform, except Client's end-users as specifically authorized by this Agreement; (b) provide Platform passwords or other log-in information to any third party, except Client's designated employees and representatives as specifically authorized by this Agreement; (c) share non-public Platform features or content with any third party, except as specifically authorized by this Agreement; (d) access the Platform in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics, or to copy any ideas, features, functions or graphics of the Platform; or (e) engage in web scraping or data scraping on or related to the Platform, including without limitation collection of information through any software that simulates human activity or any bot or web

- crawler. In the event that it suspects any breach of the requirements of this Section 2.6 (Acceptable Use), Mongoose may suspend Client's access to the Platform without advanced notice, in addition to such other remedies as Mongoose may have.
- 2.7. Client's Employees & Other Users; Platform Access. Client is responsible and liable for: (a) Client's employees' and authorized users' use of the Platform, including without limitation unauthorized conduct; and (b) any use of the Platform through Client's account, whether authorized or unauthorized.

3. FEES.

- 3.1. Fees. Client will pay to Mongoose the charges set forth in the applicable Order for the provision and use of the Services and Application Platform (the "Charges"), subject to the other provisions of this Section 3 (Fees).
- 3.2. Payment of Fees. All Charges and other amounts payable by Client under this Agreement, are due and payable within thirty (30) days of Client's receipt of the applicable invoice submitted in compliance with the applicable Order. If a Charge is not paid within ten (10) days after Client's receipt of a notice from Mongoose of a past due Charge, a late payment fee of two percent (2.0%) of the balance due or the maximum amount permitted by law, whichever is lower, will be due and payable by Client to Mongoose for each month such invoice remains unpaid. Mongoose will not be required to refund the Total Initial Investment under any circumstances. Amounts due under this Agreement are payable to Mongoose without deduction, set-off, or abatement.
- 3.3. Reimbursement of Expenses. Client will reimburse Mongoose for any reasonable outof-pocket expenses which are approved by Client prior to being incurred by Mongoose for the performance of the Services. Mongoose will submit to Client an invoice for expenses incurred in such form and detail as Client reasonably requires.
- 3.4. Taxes. Except for taxes based upon Mongoose's income or for goods or services used or consumed by Mongoose in connection with providing the Services under this Agreement, Client will be responsible for all sales, use, excise, duties, tariffs, or any other form of taxes (excluding withholding taxes related to Mongoose, its employees, agents or subcontractors) resulting from Client's use of the Application Platform or imposed, levied or assessed in connection with Client's use of the Services and Application Platform, unless Client provides Mongoose with a valid tax exemption certificate authorized by the appropriate taxing authority. Notwithstanding the foregoing, Mongoose will use reasonable, permissible efforts to minimize the tax burden to Client.

3.5. Right to Inspection. Client grants to Mongoose, or its independent accountants, upon fifteen business (15) days prior written notice, the right to reasonably examine those portions of its books, records and accounts related to this Agreement during Client's normal business hours and not more than once per year solely to verify Client's compliance with this Agreement. If any audit of Client's books and records reveals that Client has failed properly to account for and pay any amounts due and payable to Mongoose hereunder (an "Underpayment"), and the amount of any such Underpayment exceeds by five percent (5%) or more the amounts actually accounted for and paid to Mongoose, then Client will pay Mongoose all undisputed past due amounts and reimburse Mongoose for Mongoose's reasonable expenses incurred in conducting the audit.

4. TERM OF AGREEMENT AND DEFAULT.

- 4.1. **Term.** The term of this Agreement will commence upon the Effective Date and will be coterminous with the Initial Order. If any subsequent Orders are executed by the Parties referencing this Agreement, this Agreement will continue in effect with respect to the term of such subsequent Orders. The "**Term**" means the term of the Initial Orders and any subsequent Orders, including renewals and extensions.
- 4.2. **Termination.** Either party may terminate this Agreement or any Order, for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days in instances of a non-monetary breach and 10 days in instances where a required payment from CLIENT to Mongoose is due unless the other party first cures such breach. Upon termination, there is the option to purchase Cadence texting numbers for a fee of \$1,500.
- 4.3. Effects of Termination. Upon termination of this Agreement the licenses and rights granted hereunder will be terminated, and (i) Client shall cease all use of the Platform and delete, destroy, or return all copies of any Mongoose manuals in its possession or control, (ii) the Application Platform (and associated Services) will cease to be accessible to Client or to its users, (iii) upon the Disclosing Party's written request, the Receiving Party will immediately return all Confidential Information to the Disclosing Party, and (iv) Client will pay all accrued Charges within thirty (30) days of the invoice or the date termination occurred, whichever is earlier. The following provisions will survive termination or expiration of this Agreement: (i) any obligation of Client to pay fees incurred before termination; (ii) Articles and Sections pertaining to intellectual property, Confidential Information, any disclaimers of warranty disclaimers, indemnity, and any limitation of liability; and (iii) any other provision of this Agreement that must survive to fulfill its essential purpose.

5. OWNERSHIP AND DATA.

5.1. Ownership Rights. Except for the license and other rights granted to Client in this

Agreement, Mongoose retains all right, title and interest in and to the Application Platform, Documentation and Mongoose's Confidential Information, including all Intellectual Property Rights therein. Further, Client acknowledges and agrees that the Application Platform, derivatives thereof, ideas, methods of operation, modifications, changes, enhancements, conversions, upgrades, additions, sub-systems and modules included in the Application Platform are proprietary material which contain valuable trade secrets of Mongoose.

- 5.2. Feedback. Mongoose has not agreed to and does not agree to treat as Confidential Information any Feedback (as defined below) that Client or Client's end-users provide to Mongoose, and nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Mongoose's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Client or Client's end-users in question. Feedback will not constitute Client's Confidential Information. "Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Client's Platform or Services.
- 5.3. Data. Mongoose may disclose data in electronic form inputted or collected through the Platform by or from Client, including without limitation by Client's users, students, or prospective students ("Client Data") if required by applicable law or by proper legal or governmental authority. Mongoose shall give Client prompt notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise to contest such required disclosure, at Client's expense. Client recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Platform, Client assumes such risks. Mongoose offers no representation, warranty, or guarantee that Client Data will not be exposed or disclosed through errors or the actions of third parties. Mongoose will have no responsibility or liability for the accuracy of data uploaded to the Platform by Client, including without limitation Client Data and any other data uploaded by users, students, or prospective students. Mongoose may permanently erase Client Data if Client's account is delinquent, suspended, or terminated for 30 days or more.
- 5.4. Excluded Data. Client represents and warrants that Client Data does not and will not include, and Client has not and shall not upload or transmit to its computers or other media, any data ("Excluded Data") regulated pursuant to the to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated under these statutes, including without limitation, the privacy and security regulations (45 C.F.R. 160 and 164) and the transaction and code set regulations (45 C.F.R. 162) (collectively, "HIPAA"), the New York Stop Hacks and Improve Electronic Data Security Act, or similar national or state laws in effect where Client operates (the "Excluded Data Laws"). CLIENT RECOGNIZES AND AGREES THAT: (a) MONGOOSE HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE

EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) MONGOOSE'S SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

6. CONFIDENTIAL INFORMATION.

- 6.1. General. During the Term of this Agreement and thereafter, each Party will treat as confidential all Confidential Information of the other Party, will not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, will implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of the other Party's Confidential Information and will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such Party under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the Parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Agreement, but in no event less than reasonable care. Except as expressly authorized in this Agreement, neither Party will copy Confidential Information of the other Party without the Disclosing Party's prior written consent. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Mongoose will retain all right, title, and interest in and to all its Confidential Information.
- 6.2. Exclusions. Except as otherwise provided below, Confidential Information will not include, or will cease to include, as applicable, Confidential Information that the Receiving Party can document and prove: (a) is or becomes generally available to the public through no improper action or inaction by the Receiving Party; (b) was known by the Receiving Party or in the Receiving Party's possession prior to receipt of the Disclosing Party's Confidential Information as shown by the Receiving Party's business records kept in the ordinary course; (c) is disclosed with the prior written approval of the Disclosing Party; (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information and provided that the Receiving Party can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development; or (e) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights. The exclusions in this section will not apply with respect to any personal or private data that requires protection under applicable laws or regulations.
- 6.3. **Court Order**. The Receiving Party may disclose Confidential Information of the other Party only pursuant to the order or requirement of a court, administrative agency, or

other governmental body and only provided that the Receiving Party provides prompt, advance written notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. In the event such a protective order is not obtained by the Disclosing Party, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose. Confidential Information so disclosed will continue to be deemed Confidential Information as between the Parties hereto.

- 6.4. **Remedies**. If either Party breaches any of its obligations with respect to confidentiality or unauthorized use or disclosure of Confidential Information hereunder, the other Party is entitled to seek equitable and injunctive relief in addition to all other remedies that may be available to protect its interest.
- 6.5. **Return**. Upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy, at the Disclosing Party's option, all tangible copies of the Disclosing Party's Confidential Information.
- 6.6. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Client is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
 - (a) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - (b) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

7. REPRESENTATIONS & WARRANTIES.

- 7.1. Representations and Warranties. Client represents and warrants to Mongoose that it is fully empowered and had the authority to enter into this Agreement, and that its execution hereof does not constitute, either directly or indirectly, by act or omission, a breach of any other obligation owed by Client to any third-party.
- 7.2. Warranty Disclaimers. CLIENT ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR

IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) MONGOOSE HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CLIENT OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) MONGOOSE DOES NOT

REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) MONGOOSE DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CLIENT DATA WILL REMAIN PRIVATE OR SECURE.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- 8.1. **Indemnification**. To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless Mongoose and the Mongoose Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Client's alleged or actual use of, misuse of, or failure to use the Platform, including without limitation: (a) claims by users or by Client's employees, as well as by Client's own customers, students, or prospective students; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including customer, student, or prospective student data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Platform through Client's account, including without limitation by Client data; and (d) claims that use of the Platform through Client's account harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. Indemnified Claims include, without limitation, claims arising out of or related to Mongoose's negligence. Client's obligations set forth in this Section 8 (Indemnification) include retention and payment of attorneys and payment of court costs, as well as settlement at Client's expense and payment of judgments. Client will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. The "Mongoose Associates" are Mongoose's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.
- 8.2. **LIMITATION OF LIABILITY**. IN NO EVENT WILL MONGOOSE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, INFRINGEMENT OR OTHER CONTRACT OR

TORT CLAIMS) EXCEED THE TOTAL CHARGES PAID BY CLIENT TO MONGOOSE DURING THE MOST RECENT 12 MONTH PERIOD PRIOR TO THE LAST EVENT GIVING RISE TO LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. If applicable law limits the application of the provisions of this Section 8.2 (Limitation of Liability), Mongoose's liability will be limited to the maximum extent permissible.

- 8.3. Cumulative Rights. Except as otherwise expressly provided herein, all rights and remedies of the Parties are separate and cumulative. The waiver or failure of either Party to exercise in any respect any right or remedy provided herein will not be deemed a waiver of any further right or remedy hereunder. For the avoidance of doubt, Mongoose's liability limits and other rights set forth in this Section 8 (Indemnification and Limitation of Liability) apply likewise to Mongoose's Affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.
- **9. EXCUSABLE DELAY**. Neither Party will be liable to the other for any loss, damage, delay or breach in performing any obligations hereunder to the extent resulting from any cause or event beyond the control of the Party being released hereby, including acts of God, pandemic, epidemic, telecommunication or power suppliers, and acts or omissions of civil or military authorities.

10. MISCELLANEOUS.

- 10.1. Compliance with Laws. Client shall strictly adhere to any and all applicable laws, regulations or guidelines, as well as any professional or ethical codes, relating to the use of data, including, without limitation, all restrictions relating to the privacy of any personally identifiable information or other information. All mobile phone numbers are to be provided by Client, and Client shall have sole responsibility for determining and warrants that those mobile phone numbers are held on an "opt-in" basis where appropriate under which the owner of the mobile phone number has agreed to the receipt of text message on behalf of Client under applicable law. Client shall have sole responsibility for receiving, processing and warrants that it will process within ten (10) days all removal requests received by mobile phone number owners.
- 10.2. Assignment. This Agreement will be binding on the Parties hereto and their respective successors and assigns. Client may not, and will not have the power to, assign this Agreement without the prior written consent of Mongoose. Subject to and except as set forth in the foregoing, any assignment by operation of law, by order of any court, or pursuant to any plan of merger, consolidation or liquidation, and any change of control of a Party will be deemed an assignment for which prior consent is required, and any assignment made without any such consent will be void and of no

effect.

- 10.3. Relationship of the Parties. Client and Mongoose agree that neither Party will be an employee, agent, partner or joint venturer of or with the other. Mongoose, in furnishing the Services, is acting as Client's independent contractor. Mongoose will be fully responsible for the acts and omissions of its employees, contractors, subcontractors, and other delegates as if they were performed by Mongoose. Neither Party has any authority to represent, contract, or commit the other in any matters, except as expressly authorized in this Agreement.
- 10.4. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflict of law principles.
- 10.5. Escalation. Except as otherwise provided below, the following procedures will be followed in all legal controversies or disputes arising out of or related to this Agreement ("Disputes"), which the parties cannot informally resolve at an operational level. The aggrieved Party will notify the other Party in writing of the nature of the Dispute with reasonable specificity. Representatives for the respective Parties will meet (telephonically or in person) within fourteen (14) business days after the date of the written notification of the Dispute to seek to reach an agreement on the Dispute and corrective action(s) to be taken by the respective Parties. If the representatives are unable to agree on corrective action, senior managers of the Parties having authority to resolve the Dispute ("Management") will meet or otherwise act to facilitate an agreement within fourteen (14) business days after the date of the written report from the representatives. If Management cannot resolve the Dispute or agree upon a written plan of corrective action within seven (7) days after their initial meeting, or if the agreed-upon completion dates in the written plan of corrective action are exceeded, either Party may exercise their individual rights under law or in equity. Except as otherwise specifically in this section, neither Party will initiate litigation unless and until this Dispute resolution procedure has been employed or waived. Each Party agrees that it will continue to meet its obligations under the terms and conditions of this Agreement, except to the extent otherwise provided in Section 4 (Term of Agreement and Default). All time periods set forth above may be extended by mutual consent of the Parties. The content of any and all discussions, negotiations, agreements, and/or disclosures made during this Dispute resolution process set forth in this section will be Confidential Information and as such will not be released to the public, nor will it be admissible in any court proceeding that a party or the parties may initiate pursuant to this section. Notwithstanding anything to the contrary, nothing in this section will prevent or delay either Party from exercising its right to terminate in accordance with this Agreement and each Party is authorized to institute formal proceedings at any time to: (i) avoid the expiration of any applicable limitations period, (ii) obtain equitable relief, (iii) preserve a superior position with respect to other creditors, (iv) resolve a party's rights with respect to intellectual property, Confidential

Information, or compliance, or (v) obtain injunctive relief.

- 10.6. **Venue**. Any claim, whether based on contract, tort or other legal theory (including, but not limited to, any claim of fraud or misrepresentation), arising out or relating to this Agreement or any Order, including its interpretation, performance, breach or termination, not resolved by good faith negotiations and escalation as specified above, will be brought only in the United States District Court for the Western District of New York or, if such court would not have jurisdiction over the matter, then only in the State courts located in Erie County, New York, and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. Service of process in any such action may be affected in the manner provided in Section 10.9 (Notices) for delivery of notices.
- 10.7. **Interpretation**. If any provision of this Agreement is found to be unenforceable, such provision will be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable, and this Agreement will otherwise remain in full force and effect.
- 10.8. **Notices**. Except as provided in any express provision of this Agreement, any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given or made pursuant to this Agreement will be in writing (except where oral notice is specifically authorized in this Agreement) and will be deemed given upon actual receipt (or independent confirmation thereof) of notice by registered or certified United States mail, return receipt requested, postage prepaid and addressed to the addresses first written above. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date, at least twenty (20) days from the date of the notice, upon which it will become effective.
- 10.9. **Orders**. All Orders are subject to and incorporate this Agreement, including its Exhibits. If there is a conflict between (i) an Order and (ii) these Terms and Conditions, these Terms and Conditions takes precedence, unless expressly provided otherwise. In addition, these Terms and Conditions take precedence over the Exhibits.
- 10.10. **Counterparts**. This Agreement may be executed in counterparts, including execution by facsimile, pdf or other electronic transmission, which, when taken together, will be deemed to constitute one and the same Agreement.
- 10.11. **Entire Agreement**. This Agreement (including its Orders and Exhibits) constitute the entire agreement between Mongoose and Client with respect to the subject matter of this Agreement and may only be modified by a written amendment or addendum signed by both Parties.

10.12. **Technology Export**. Client shall not: (a) permit any third party to access or use the Platform in violation of any U.S. law or regulation; or (b) export any software provided by Mongoose or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Client shall not permit any third party to access or use the Platform in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties have executed this Master Software-as-a-Service Agreement as of the date below.

Lake Land College	Mongoose Research, Inc.
Authorized Signature	Authorized Signature
	David Marshall
Printed Name	Printed Name President
Title	Title
	6/8/2021
Date	Date

Exhibit A

Initial Order

Investment

Cadence Texting	Platform - Order #1			
Client	Lake Land College			
Term	July 1, 2021 - June 30, 2024			
Services	Unlimited texting to all contactsUnlimited number of contact recordsUnlimited ongoing support			
Investment Options	Onboarding - The onboarding process includes the assignment of a dedicated Client Success Lead (CSL), intro call with project stakeholders, guided access through in-product training, admin check-in call and a wrap-up call. Integration options are included at no additional cost. Onboarding Fee is a 1x fee/team. Phone Number Validation - Ensure contact phone numbers in your information system are accurate by verifying the type(s) of phone number(s) a contact has provided. Bulk MMS - Enables sending of MMS (multimedia messaging service) content to groups of constituents. Team - A Cadence Team is a group within your institution that works with a common audience or area of activity. Each Team purchased has a separate area in Cadence to manage unique data, templates, and users. Each Team is allotted up to 3 Shared Inboxes (see below). Shared Inbox - A general/team texting line managed by 1 or more Cadence users. High Speed Inbox - The ability to deliver messages at an accelerated rate from a High Speed Inbox using a toll-free number. There is a limit of 1 High Speed Inbox per Cadence Team. A High Speed Inbox is needed to purchase High Speed Credits (see below). High Speed Credits - High Speed Credits are required upon purchase of High Speed Inbox to send and receive messages (1 credit = 1 message). The available High Speed Credits are sold in tiers of 100,000, 250,000, 500,000, or 1 million. Opt-outs and Smart Messages also count as a High Speed Credit. Single Sign-On - Requirements: The IdP (identity provider) must be a SAML 2.0-based system. The IdP needs to be storing email addresses as an attribute for user accounts (specifically on the nameID attribute).			
Investment	Unlimited Users for Unlimited Teams: Enterprise - Any combination of User/Admin Accounts and up to 3 Shared Inboxes per Team	\$82,500		
	Onboarding	\$1,500		
	Phone Number Validation	Included		
	Bulk MMS	Declined		
	Additional Shared Inboxes	Declined		
	High Speed Inboxes	Declined		
	High Speed Credits	Declined		
	- Contact your Client Success Lead if interested in purchasing any of the above add-ons			
	Year 1 Investment	\$29,000*		
	Year 2 Investment	\$27,500*		
	Year 3 Investment	\$27,500*		
	Total Investment	\$84,000*		
	Total Investment	ΨΟΨ,ΟΟΟ		

Authorization

Authorization	By signing, both parties agree to the Investment and Authorization, Master Terms and Conditions and Order included with this document dated June 8, 2021.			
	Lake Land College	Mongoose Research, Inc.		
	Authorized Signature	Authorized Signature		
		David Marshall		
	Printed Name	Printed Name		
		President		
	Title	Title		
		6/8/2021		
	Date	Date		



MEMO

TO: Josh Bullock

FROM: Jon Althaus

CC: Greg Nuxoll

DATE: June 7, 2021

RE: Broadcasting/Television Studio Upgrade

The College has received a quote in the amount of \$152,200.01 from Conference Technologies, Inc. of Indianapolis, Indiana for a High Definition Upgrade of the College's existing Broadcasting/Television Studio. The Lab's current equipment is over 20 years old and the upgrade should provide significant improvement in broadcasting and teaching capabilities. In addition, students in the Associate in Applied Science Broadcast Communications program will be able to train on the latest technology within the industry.

I respectfully request that the Board of Trustees approve this purchase at their June14, 2021 regular meeting.



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: June 7, 2021

Approval of the Use of Tech Refresh Bond Funds for New and Updated Security Cameras

RE: Across Campus

The College is in the midst of a major overhaul of important IT systems across the college with funding in part from bond proceeds, college budgeted funds and governmental provided HEERF funds. The ISS team has multiple projects on their current docket and many in the queue for the near future.

Lake Land College currently needs to improve its camera coverage throughout the main campus. The additional cameras will help cover blind spots in the inner circle, parking lots, roadways, sidewalks and areas where we need coverage. Additionally we need new cameras to replace 150 outdated and end of life cameras that we currently have on campus.

Lake Land College solicited quotes from our security camera provider, BeckTech of Effingham, IL. BeckTech provided three separate quotes to address our needs:

•	5 Security Cameras for Inner Circle	\$10,206
•	12 Additional Camera for Parking Lots, Roadways & Sidewalks	\$41,238
•	150 New Cameras to Replace outdated Cameras on Campus	\$68,594
•	Total Costs	\$120,038

The College has approximately \$1.167 million of Tech Refresh Bond proceeds remaining from the 2017, 2018 and 2020 bond issuances that can be used for hard equipment purchases.

Additionally, Board Policy 10.22 (4) (f) indicates that purchases of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services is exempt from a public bid.

I respectfully ask the Board of Trustees to approve the use of remaining Tech Refresh Bond Funds to upgrade and replace Security Cameras on Campus.

LAKE LAND COLLEGE BOARD OF TRUSTEES HUMAN RESOURCES REPORT

DATE: June 14, 2021

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

Hurt, Bethany	5/29/21-7/9/21 then intermittent
Strohl, Randy	6/2/21-6/21 then intermittent
Meek, Melanie	4/30/21-5/17/21
Stewart, Charles	6/18/21-7/13/21

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

Counselor for Student Accommodations and Mental Health Initiatives-Faculty

Additional Appointments

The following employees are recommended for additional appointments					
	Position Ef	fective Date			
Part-time					
Caldeira, Lara	Test Proctor	5/24/21			
	Primary Position- Covid-19 Checkpoint Se	creener			
Caldeira, Lara	Tutor - Student Disability Services	5/24/21			
	Primary Position- Covid-19 Checkpoint Se	creener			
Caldeira, Lara	Tutor - Student Learning Asst Center	5/24/21			
	Primary Position- Covid-19 Checkpoint Se	creener			
Caldeira, Lara	Tutor-Student Community Education	5/24/21			
	Primary Position- Covid-19 Checkpoint Se	creener			
Part-time - Grant Funded					
Caldeira, Lara	Tutor-Student Carl Perkins	5/24/21			
	Primary Position- Covid-19 Checkpoint Se	creener			
Kingery, Rachael	Tutor - Perkins - Bachelor	5/24/21			
Primary Position- Alternative Education Instructor					
Stoutin, Drew	Tutor-Student Carl Perkins	4/12/21			
Primary Position-Tutor-Student Learning Asst					

End Additional Appointments

The following employees are ending their additional appointment

5	Position	Effective Date
Part-time		
Logan, Susan	CNA Evaluator	5/17/21
Powers, Gregory	CBI Non-credit Instructor	5/17/21
Probst, Christina	CNA Evaluator	5/17/21
Rhine, Scott	Center for Business and Industry Instr	5/17/21

New Hire-Employees

The following employ	yees are recommended for hire
----------------------	-------------------------------

	Position	Effective Date
Full-time Arnold, Tera Craig, Jessica Keys, Austin	Financial Aid Outreach Specialist Admissions Representative Infrastructure Analyst	6/21/21 7/01/21 6/28/21
Full-time Grant Funded Chism, Michael Petropoulos, Bryttany Steaman, William	Associate Dean of Correctional Progra Correctional Office Assistant Correctional Occupations Instructor	5/17/21 5/17/21 5/17/21
Part-time Due, Rachel Goodner, Courtney Kriesel, June Painter, Allie Souza, Hamilton Stremming, Morgan	Bookstore Rush Worker Adjunct Faculty Business Division Adjunct Faculty Humanities Division Admissions and Records Student Asst Bookstore Rush Worker Dual Credit Coordinator	5/10/21 5/10/21 6/7/21 5/17/21 5/10/21 4/21/21
Part-time Grant Funded Rotert, Haley	Trio Destination College Intern	5/17/21

Terminations/Resignations The following employees are terminating employment

o .oog op.oyece	Position	Effective Date
Full-time		
Davis, Andrew	Correctional Custodial Maintenance Ins	str 5/7/21
Hardwick, Don	Groundskeeper	4/4/21
Kohnen, Alexis	Correctional Remedial Bridge Instructo	r 5/14/21
Parks, Steffani	Student Services Specialist III	6/18/21
Petropoulos, Bryttany	Correctional Office Assistant	5/19/21
Part-time		
Bloemer, Kaitlyn	Admissions and Records Data Entry As	ssistant 5/17/20
Borries, Lisa	Dual Credit Coordinator	4/18/21
Bruns, Maureen	Library Assistant	4/21/21
Emerick, Cynthia	Administrative Assistant Pana Ext Cent	ter 5/26/21
Hall, James	Digital Communications Specialist	5/14/21
Keller, Tammela	Dual Credit Coordinator	5/16/21
Kidd, Madelyn	Newspaper Editor - Student Newspape	er 5/16/21
Loy, Cathy	Dual Credit Coordinator	5/17/20
Meadows, Janet	Proctor/Training Aid	5/16/21
Meier, Laura	Dual Credit Instructor	5/16/21
Moon, Suhyun	Chemistry Lab Student Assistant	5/16/21

Moore, Breanna Reynolds, Makenzie Swim, Christina	Newspaper Editor - Student Newspaper Internship & Employment Coordinator Dual Credit Instructor	5/2/21 5/16/21 5/16/21			
Yealick, Sabrina	Tutor - BA - Learning Assistance Center	5/17/20			
Transfers/Promotions The following employee is recommended for a change in position					
	Position Effect	ive Date			
Full-time - Grant Funded					
Alexander, Amber	Associate Dean of Correctional Prog. IRCC Transferring from Associate Dean of WICC	5/17/21			
Part-time					
Caldeira, Lara	Test Proctor Transferring from Bookstore Rush Worker	5/27/21			
Kilzer, Barbara	Ofc Assistant to Allied Health Programs Transferring from Adj Faculty Allied Health	5/17/21			
Wakefield, Rita	Adjunct Faculty Math and Science Division Transferring from Dual Credit Instructor	5/27/21			
Part-time- Grant Funded					
Myers, Kendra	Adult Education Instructor Transferring from Pathways Classroom Asst	5/6/21			



MEMO

TO: Dr. Josh Bullock, President

FROM: Valerie Lynch, Interim Vice President for Student Services

DATE: June 7, 2021

Proposed Revisions to Board Policy 05.02.04 – Minimum Faculty Employment

RE: Requirements/Qualifications

The minimum employment requirements and qualifications for Lake Land College Faculty are currently defined in Board Policy 05.02.04 (Minimum Faculty Employment Requirements/Qualifications). The current policy defines employment requirements/qualifications for Instructors, Academic Counselors, Financial Aid Advisor, Director of Student Life, Director of Career Services, and Librarian/Resource Specialist. With the creation of a new academic support Faculty position titled, Counselor for Student Accommodations and Mental Health Initiatives, the addition of the following language is proposed in order to correctly define the unique employment requirements/qualifications of the new faculty position:

Counselor for Student Accommodations and Mental Health Initiatives

1. <u>Professional Competency</u>

Preparation shall include knowledge of human growth and development; learning principles; student needs assessment; provision of academic, career and personal counseling and consultation; multicultural counseling; crisis intervention and referral; and information management

2. Academic Qualifications

Master's degree in counseling, psychology, social work or related field; current LCPC or LCPC supervision in progress required or plan to earn and successful completion of LCPC within the 3-year tenure review period

In order to conduct a search, interview, and hire a successful candidate in time for the start of the Fall 2021 semester, I would like to present the proposed addition to Board Policy 05.02.04 for waiver of first reading and approval to the Board of Trustees at their meeting on June 14, 2021. I am happy to answer any questions that you or the Board may have. Thank you.

05.02.04

Minimum Faculty Employment Requirements/Qualifications

The Vice President for Academic Services and the Vice President for Student Services will determine the need for faculty personnel to fill vacancies or to meet changing enrollment or changing demands within each area of instruction or academic support and follow the minimum qualification requirements as enumerated below:

Instructors

1. Workforce Ready/Career and Technical Curriculum

a. <u>Professional Competency</u>

Preparation shall include instructional organization, preparation of instructional materials, methods, and techniques of instruction specialty areas.

b. Field Experience and Academic Training

A minimum of two-thousand (2,000) hours of experience in the occupational field and/or a bachelor's degree in the field of instruction from an institution accredited by a recognized agency.

c. Compliance with legal, governmental, and professional requirements. For those occupations which employment or preparation is regulated by law or licensure, such laws and licensing requirements shall take precedence.

2. Pre-Baccalaureate Programs

a. <u>Professional Competency</u>

Preparation shall include coursework and/or experience in the teaching- learning process, instructional objectives, motivation, test construction, measurement, classroom management and related areas.

b. Academic Training

Master's degree from an institution accredited by a recognized agency with a minimum of eighteen (18) graduate hours in each field of specialization for which courses are taught, except in such areas in which work experience and related training are the principal learning mediums and tested experience qualifications appropriate to the assignment are met.

3. Basic Skills Instructors

a. <u>Professional Competency</u>

Preparation shall include course work and/or experience in the teaching- learning process, instructional objectives, motivation, test construction, measurement, classroom management and related areas.

b. Academic Training

Bachelor's degree from an institution accredited by a recognized agency with course work in academic area to be taught.

Academic Counselors

1. <u>Professional Competency</u>

Preparation shall include knowledge of human growth and development; learning principles; student needs assessment; provision of academic, career and personal counseling and consultation; multicultural counseling; crisis intervention and referral; and information management.

2. Academic Qualifications

Master's degree in counseling or college student affairs from an institution accredited by a recognized agency.

Financial Aid Advisor

1. <u>Professional Competency</u>

Preparation shall include knowledge of student financial assistance and/or veterans educational benefits; student needs assessment;

student advisement practices; information management and record keeping.

2. Academic Qualifications

Bachelor's degree from an institution accredited by a recognized agency.

Director of Student Life

1. <u>Professional Competency</u>

Preparation shall include knowledge of the administration and coordination of campus activity programs; assessment of student interests and needs; implementation and evaluation of programs for students; assistance to student organizations in planning and implementing their programs; advisement of student governance organizations and provision of training, education and development opportunities for students and advisors involved in student organizations.

2. Academic Qualifications

Master's degree in counseling, college student affairs, or higher education administration required from an institution accredited by a recognized agency.

Director of Career Services

1. <u>Professional Competency</u>

Preparation shall include knowledge of the administration and coordination of career service programs; career counseling and consultation; provision of career development training; human growth and development; program and event management; information management; and marketing and outreach.

2. Academic Qualifications

Master's degree in counseling, college student affairs, or business-related field from an institution accredited by a recognized agency.

Librarian/Resource Specialist

1. Professional Competency

Preparation shall include library organization, preparation of library materials, methods and techniques of library organization.

2. Academic Qualifications

Master's degree in library science from an institution accredited by a recognized agency.

Counselor for Student Accommodations and Mental Health Initiatives

1. -Professional Competency

Preparation shall include knowledge of human growth and development; learning principles; student needs assessment; provision of academic, career and personal counseling and consultation; multicultural counseling; crisis intervention and referral; and information management.

2. -Academic Qualifications

Master's degree in counseling, psychology, social work or related field; current LCPC or LCPC supervision in progress required or plan to earn and successful completion of LCPC within the 3-year tenure review period.

Prior to assuming their respective duties, faculty members will be required to file the following forms with Human Resources:

- 1. Official transcript(s) of all college work.
- 2. Completed Lake Land College Application for Employment.
- 3. Other documents required by the College or by state or federal law.

Adopted November 9, 1998 Revised July 14, 2003 Revised July 12, 2004 Revised May 8, 2017 Revised June 814, 2021