

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book

March 9, 2020

Regular Meeting No. 639

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

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



**Regular Meeting No. 639
Monday, March 9, 2020, 6:00 p.m.
Board & Administration Center, Room 011, Mattoon
*Agenda***

I. Routine.

A. Call to Order.

B. Roll Call.

C. Consent Item.

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

1. Approval of Minutes of February 10, 2020, Regular Meeting.
2. Approval of Agenda of March 9, 2020, Board of Trustees Meeting.
3. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement. For summary and details of bills refer to:
http://www.lakeland.cc.il.us/col/board_minutes/download.cfm

II. Presentation of Clem Phipps Exemplary Trustee Award (non-action).

III. Presentation of Pacesetter Award (non-action).

IV. Hearing of Citizens, Faculty and Staff.

V. Committee Reports.

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

VI. Business Items.

A. Non-Action Items.

	Board Book Page Number(s)
1. Faculty Focus on Advancing Student Success.	
2. Calendar of Events.	21-22
3. Correspondence.	23

B. Action Items.

	Board Book Page Number(s)
1. Approval of Proposed Revisions to Board Policies 09.14 – <i>College Keys</i> and 11.27 – <i>Photo ID System, College Photo ID Cards and Portraits for Employee Directory.</i>	24-29
2. Approval of Proposed Revisions to Board Policy 05.04.04- <i>Work Week.</i>	30-33
3. Adoption of Board Policy 10.39 – <i>Employee Reimbursement for Non-Travel Expenses.</i>	34-37
4. Acceptance of Reporting of January 2020 Financial Statements.	38-43
5. Approval of Tuition and Fees Rates for Academic Year 2021.	44

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| 6. Approval of Resolution No. 0320-015 – Supporting the Extension of the City of Charleston Central Area “Downtown” TIF District. | 45-48 |
| 7. Approval of Recipients for the Following Awards: | 49-50 |
| • Business Partnership Award; | |
| • Full-Time Faculty Award. | |
| 8. Approval of ICCB Comprehensive Agreement Regarding the Expansion of Educational Resources (Career) Agreement. | 51-56 |
| 9. Approval of Three Sabbatical Leave Requests. | 57 |
| 10. Approval of Professional Engineering Services Agreement for Neal Hall Remodel. | 58-98 |
| 11. Approval of Bid for West Building Flooring. | 99-100 |
| 12. Approval of Bid for Fire Tank. | 101-102 |
| 13. Approval of Bid for Veteran’s Memorial Park Lighting. | 103-104 |
| 14. Declaration of Surplus Equipment. | 105 |
| 15. Closed Session.
Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) and (2), closed session is called to consider the appointment, employment, compensation, performance, discipline or dismissal of specific employees and to discuss collective negotiating matters. | |
| [Return to Open Session - Roll Call] | |
| 16. Approval of Faculty Tenure Recommendations as Discussed in Closed Session. | |
| 17. Approval of Reemployment of Tenured and Non-Tenured Faculty Members as Discussed in Closed Session. | 106-111 |
| 18. Appointment of Division Chairs as Discussed in Closed Session. | 112 |
| 19. Approval of Agreement for Voluntary Resignation with the Vice President for Student Services effective March 6, 2020, and as Discussed in Closed Session. | 113-118 |
| 20. Appointment of Interim Vice President for Student Services. | |
| 21. Approval of Human Resources Report as Discussed in Closed Session. | 119-121 |

VII. Other Business. (Non-action)**VIII. Adjournment.**

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



Regular Board Meeting No. 638
Board and Administration Center, Room 011, Mattoon, IL
February 10, 2020

Minutes

Call to Order.

Chair Reynolds called the February 10, 2020, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board & Administration Center, Mattoon.

Roll Call.

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

Trustees Absent: None.

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

Approval of Consent Items.

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

1. Approval of Minutes of January 13, 2020, Regular Meeting.
2. Approval of Minutes of January 13, 2020, Closed Session.
3. Approval of Agenda of February 10, 2020, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$	1,181,409.21
Building Fund	\$	71,015.68
Site & Construction Fund	\$	365,869.53
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	50,060.95
Restricted Purposes Fund	\$	139,670.91
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	21,132.00
Student Accts Receivables	\$	8,129.19
Total	\$	1,837,287.47

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

5. Destruction of Tape Recording of August 9, 2018, Resource and Development Committee Closed Session.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

During the public comment period, Mr. Paul LeBeau of Watson, Illinois, expressed concern regarding the quality of the work performed on January 30-31, 2020, for the concrete construction component of the Foundation and Alumni Center project.

There were no additional public comments.

Committee Reports.

ICCTA/Legislative.

Trustee Sullivan said that the state ICCTA representatives were currently attending the national legislative summit in Washington D.C. to meet with various federal legislators and discuss issues pertinent to higher education. He also invited all trustees to attend an

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upcoming ICCTA East Central Region meeting to be held at Lake Land College on February 20, 2020, with a focus on mental health issues on college campuses.

Resource & Development.

Trustee Sullivan, 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 Cadwell, 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 provided an update on upcoming Foundation events, construction underway for the Foundation and Alumni Center project, a new administrative process for awarding Foundation scholarships, and the upcoming spring appeal.

Student Report.

Student Trustee Kile provided an update on the Navigator News, student activities and athletics, SGA and the upcoming Ag. Banquet.

President's Report.

Dr. Bullock said:

- For Fiscal Year (FY) 2020, a total of \$1,577,297 has been received for services provided through September for the Illinois Department of Corrections contract. A total of \$2,017,964 for services billed through December remains outstanding.
- For FY 2020, a total of \$112,521 has been received for services provided through September from the Illinois Department of Juvenile Justice contract. A total of \$157,092 for services billed through January remains outstanding.
- The State of Illinois issued payments of \$922,299 for FY 2020 credit hour reimbursement, and has not issued any equalization payments for FY 2020 since our January meeting. A total of \$2,221,751 in credit hour reimbursement and \$2,862,442 in equalization remains outstanding.

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Business Items.

Non-action Items.

Faculty Focus on Advancing Student Success.

Dr. David Turnbull, Biological Science Instructor, and Ms. Tara Blaser, Philosophy/English Instructor, jointly presented to the Board on their work with student accessibility. They highlighted the difference between accessibility, which is proactive, and accommodations, which is reactive. Trustees viewed a short video produced by Dr. Turnbull and Ms. Blaser on this topic.

Spring 2020 Tenth Day Enrollment Summary.

Ms. Beth Gerl, Vice President for Student Services, highlighted data from the Spring 2020 Tenth Day Enrollment Summary. She also provided an update on the success of two recently Board-approved pilot programs, the Micro-Grant Enrollment Incentive and the Community Outreach Office Special Tuition Waivers.

Fall 2019 End of Term Enrollment Summary.

Ms. Lisa Cole, Director of Data Analytics, highlighted data from the Fall 2019 end of term enrollment report.

Data Point Discussion – Part-Time Students.

Ms. Cole presented on data pertinent to our part-time students, with a focus on how part-time students pay for college.

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

Trustees heard a recommendation from Ms. Jean Anne Grunloh, Senior Executive to the President, for proposed revisions to Board Policy 09.14 – *College Keys* and Policy 11.27 – *Photo ID System, College Photo ID Cards and Portraits for Employee Directory*. Ms. Grunloh said the administration has plans underway to convert to the use of electronic proximity cards, instead of keys, for employee access to building exterior doors outside of normal business hours by July 1, 2020. She said staff will continue to utilize keys for access to doors inside a building (e.g. entry to classrooms, labs, offices, etc.) but proximity cards will be the only method of entry from the exterior of all campus buildings outside of normal business hours for the majority of staff.

Trustees reviewed details of the proposed changes which were submitted as first reading and will be brought to the Board for approval during the March 2020 regular Board meeting.

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Proposed Revisions to Board Policy 05.04.04 - Work Week.

Ms. Grunloh presented on proposed revisions to Board Policy 05.04.04 – *Work Week*.

Trustees reviewed details of the proposed changes which were submitted as first reading and will be brought to the Board for approval during the March 2020 regular Board meeting.

Proposed Adoption of Board Policy 10.39 – Employee Reimbursement for Non-Travel Expenses.

Ms. Grunloh submitted a recommendation for the Board to adopt Policy 10.39 – *Employee Reimbursement for Non-Travel Expenses*. Trustees learned that recommended language addresses employee reimbursement for non-travel expenses and aligns with Public Act 100-1094, which amended the Illinois Wage Payment and Collection Act. Ms. Grunloh said with recent amendments to Public Act 100-1094, Illinois employers must reimburse employees for “all necessary expenditures” incurred within the employee’s scope of employment and directly related to services performed for the employer. The Act defines “necessary expenditures” as all reasonable expenditures or losses required of the employee in the discharge of employment duties that inure to the primary benefit of the employer. Reimbursement for travel, meal and lodging expenses is addressed separately in Policies 10.34 through 10.34.05.

Trustees reviewed details of the proposed changes which were submitted as first reading and will be brought to the Board for approval during the March 2020 regular Board meeting.

Calendar of Events.

Trustees received a calendar of upcoming events.

Correspondence.

Trustee reviewed two items of correspondence.

Action Items.

Approval of Planned Retirement Requests.

Trustees heard a recommendation from Dr. Bullock for the Board to approve participation in the College’s planned retirement program for 14 employees including nine faculty members, two administrators, one supervisory staff member and two support staff. Dr. Bullock said these employees have been advised via oral and written communication that the Planned Retirement Program is not a four-year employment contract and their request must adhere to current Board Policy 05.22. Trustees reviewed the names and job positions of the employees requesting acceptance into the College’s planned retirement program.

Trustee Storm moved and Trustee Sullivan seconded to approve as presented participation in the College’s planned retirement program for the following 14 employees:

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Faculty (by seniority)	Effective Date
Salisa Hortenstine Olmsted	December 31, 2024
Lara Bacino Althaus	December 31, 2023
Iffat Ali	August 15, 2024
Scott Rhine	August 30, 2024
Emily Hartke	November 18, 2024
Jodi Birdwell	September 1, 2024
Gary Lindley	August 15, 2024
Neal Haarman	August 15, 2024
Anthony Reinhart	August 15, 2024

Administration (by seniority)	Effective Date
Jon Althaus	June 30, 2022
Jon Van Dyke	June 30, 2024

Supervisory (by seniority)	Effective Date
Chad Smith	April 30, 2024

Support (by seniority)	Effective Date
Gary Branson	December 31, 2024
Lisa Madlem	December 20, 2024

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

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

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

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

Trustee Sullivan moved and Trustee Curtis seconded to approve as presented proposed revisions to Board Policy 05.20 – *Holidays and Summer Work Week*.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

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Absent: None.
 Motion carried.

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

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

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

Trustee Cadwell moved and Trustee Wright seconded to approve as presented proposed revisions to Board Policies 11.04. – *Harassment* and 11.04.01 – *Sexual Harassment and Sex Discrimination*.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Acceptance of Reporting of December 2019 Financial Statements.

Trustees reviewed the December 2019 Financial Statements and a memorandum from Ms. Madge Shoot, Comptroller, highlighting variances for the statements. Trustees also reviewed corresponding monthly financial spreadsheets which provide a summary of all operational expenditures year to date as compared to budgeted amounts, a salary and benefits summary with FY 2020 projected final spending levels, and year to date spending through December 2019 for the College's other funds (Funds 3, 4, 5, 6, 11 and 12). Ms. Shoot highlighted significant variances on the spreadsheets.

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

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Recipients for the Following Awards:

- Distinguished Service Award;
- Alumnus Achievement Award;

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•**Retiree Wall of Fame Inductees;**
 •**Pacesetter Award.**

Trustees reviewed a recommendation from Ms. Christi Donsbach, Executive Director for College Advancement, and Ms. Amanda Tucker, Alumni Engagement & Special Events Coordinator, for the naming of recipients for the above four awards. Dr. Bullock requested the Board approve the naming of these award recipients as presented.

Trustee Curtis moved and Trustee Wright seconded to approve the naming of the following 2020 award recipients:

- Ms. Debbie Benefiel for the Distinguished Service Award;
- Mr. Wesley Wise For the Alumnus Achievement Award;
- Ms. Linda Ruholl, Ms. Sandra Gourley, and Mr. Wallace Taylor as Retiree Wall of Fame Inductees; and
- Ms. Danelle Jackson for the Pacesetter Award.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Acceptance of ICCB Transitional Instruction Math and English Pilot Grant Award.

Mr. Jon Althaus, Vice President for Academic Services, presented to the Board a recommendation to accept a \$15,000 grant award from ICCB. Mr. Althaus said this funding will allow the College to continue its support of transitional math and English coursework.

Trustee Sullivan moved and Trustee Curtis seconded to accept as presented an ICCB Transitional Instruction Math and English Pilot Grant award in the amount of \$15,000.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Contract Renewal for Audit Services.

Trustees reviewed a recommendation from Ms. Shoot for the Board to extend the contract with Kemper CPA Group for an additional three years as the College's contracted independent audit firm. Trustees reviewed details of the proposed contract renewal, with renewal rates of \$46,000 for fiscal year 2020, \$46,900 for fiscal year 2021, and \$47,800 for fiscal year 2022. Dr. Bullock said that per Board Policy 02.14, an audit firm shall be selected for up to a three

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year audit cycle and an auditing firm may perform this service for no more than two consecutive cycles, after which the auditing firm will be ineligible for consideration for the next cycle. He said Kemper CPA was hired as our independent audit firm in 2017 and they have completed their first three-year cycle.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented a three-year contract extension for Kemper CPA Group of Mattoon to be the College's independent audit firm for fiscal years 2020, 2021 and 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 Kile voted yes.

Absent: None.

Motion carried.

Approval of Government Telecommunications Consortium Contract.

Trustees reviewed a recommendation from Ms. Shoot for the Board to renew the Government Telecommunications Consortium Contract with local law enforcement partners Coles County, City of Charleston, City of Mattoon, and Eastern Illinois University. Trustees reviewed details of proposed contract and the original consortium agreement. Dr. Bullock said Lake Land College joined this consortium in 2018 when these partnering agencies identified the need to replace the county-wide leased copper network with our own point-to-point network. Trustees learned the new agreement's key language change will allow the Coles County Master Service Provider the authority to make budgeted purchases up to \$10,000 without seeking consortium board approval. Any purchase over \$10,000 will require approval by the consortium board.

Trustee Walk moved and Trustee Wright seconded to accept as presented a new Master Agreement with the Government Telecommunications Consortium that includes local law enforcement partners Coles County, City of Charleston, City of Mattoon, and Eastern Illinois University.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Amended Constitution for Laker Christian Fellowship Student Club.

Trustees reviewed a recommendation from the Student Government Association (SGA) and Ms. Valerie Lynch, Director Student Life, for the Board to approve changing the name of the student club SWAT or Servants with a Testimony to the Laker Christian Fellowship student club and approve the addition of annual dues for this club. Trustees learned that this club's

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request to change their name from the SWAT Club to the Laker Christian Fellowship Club was based upon their concern that SWAT caused confusion for potential members and they wanted to change their name to one that more clearly advertises the nature of the club. The Board of Trustees had previously approved the original constitution for this club in which no dues were charged. However, the club is requesting the addition of \$5 annually in dues from club members so that they may also receive additional funding from SGA.

Student Trustee Kile moved and Trustee Storm seconded to approve as presented the amended constitution for the Laker Christian Fellowship student club and approve the addition of annual dues for this club.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Termination of Sub-Lease Agreement with CEFS.

Trustees heard from Dr. Jim Hull, Vice President for Workforce Solutions and Community Education, regarding the request from CEFS to terminate their sublease agreement with the College one quarter early. Trustees reviewed the original sublease agreement. Dr. Hull said the administration had notified CEFS of plans for the College to no longer occupy the space at the Workforce Development Center, which they sublease, by June 30, 2021. Trustees learned CEFS has since found new space to lease as of April 1, 2020, and approval of their request for early lease termination with the College will ensure CEFS can provide uninterrupted service to students.

Trustee Cadwell moved and Trustee Walk seconded to approve the request from LWIA/CEFS Economic Opportunity Corporation to terminate their sublease agreement with Lake Land College effective March 31, 2020.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Resolution No. 0220-014 – Resolution providing for the issue of not to exceed \$12,500,000 General Obligation Community College Bonds, Series 2020, for the purpose of paying claims against the Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

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Dr. Bullock requested that the Board approved the above-referenced Resolution. He said this is the final step required by the Board for the issuance of up to \$12,500,000 in bonds to fund the Workforce & Community Education Building, Neal Hall Renovation, expansion of solar energy on campus and the Technology Refresh Project. He also said that upon Board approval of this final Resolution, the College will conduct a bond sale on February 25, 2020.

Trustee Sullivan moved and Trustee Cadwell seconded to approve as presented Resolution No. 0220-014 – a Resolution providing for the issue of not to exceed \$12,500,000 General Obligation Community College Bonds, Series 2020, for the purpose of paying claims against the Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Bid for Forklifts for Warehousing Educational Program at Southwestern Correctional Center.

Trustees heard a request from Dr. Jim Hull for the Board to award a bid to Forklifts of St. Louis for the purchase of two forklifts for the warehousing educational program at the Southwestern Correctional Center. Trustees reviewed the bid tabulation sheet for which two bids were received. Dr. Hull said that due to the inability for the lowest bidder, Technology International, Inc. of Lake Mary, Florida, to deliver the forklift until sometime in FY 2021, he was recommending that the bid be awarded to Forklifts of St. Louis who will be able to deliver prior to the end of this fiscal year. Trustees learned that Forklifts of St. Louis is in close proximity to the Southwestern Correctional Center and will be able to provide service and maintenance quickly while the competing bidder is located in Florida. Trustees also learned that the cost of this purchase will be covered by DOC via grant funds available to the College through DOC.

Trustee Storm moved and Trustee Walk seconded to approve the bid from Forklifts of St. Louis, St. Louis, Missouri, in the amount of \$68,539 for the purchase of two forklifts to be used in the warehousing program at Southwestern Correctional Center.

There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Human Resources Report as Discussed in Closed Session.

Trustees reviewed the Human Resources Report. Dr. Bullock requested the Board approve the report as presented and he highlighted a few of the personnel recommendations.

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

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

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

Additional Appointments

The following employees are recommended for additional appointments

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

Part-time - Grant Funded

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

The following employees are ending their additional appointment

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

New Hire-Employees

The following employees are recommended for hire

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

Full-time - Grant Funded

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

Part-time

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

Part-time - Grant Funded

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

College Work Studys

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

Terminations/Resignations

The following employees are terminating employment

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

Full-time

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

Part-time

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

College Work Studys

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

Lake Land College Board of Trustees
 Minutes – February 10, 2020
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Transfers/Promotions

The following employees are recommended for a change in position

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

Part-time - Grant Funded

Verdin, Brandy	TRIO SSS Enrollment Assistant Transferring From TRIO SSS Student Assistant	01/02/2020
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There was no further discussion.

Roll Call Vote:

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

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Other Business. (Non-action)

There was no additional discussion.

Adjournment.

Trustee Storm moved and Trustee Wright seconded to adjourn the meeting of the Lake Land College Board of Trustees at 7:28 p.m.

Motion carried with unanimous voice vote approval.

Approved by:

 Ms. Doris Reynolds, Board Chair

 Mr. Gary Cadwell, Board Secretary

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

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

Calendar of Events

Thursday, March 5, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, March 9, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Wednesday, March 18, 2020	2020 Spring Employee Recognition Event & Luncheon 11 a.m. – 1 p.m. Field House
Thursday, April 9, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, April 13, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Friday, April 24, 2020	Lake Land College WLKL-FM 45 th Anniversary Celebration 7 a.m. - 6 p.m. Northwest Building, Broadcast Communication Facility
Thursday, May 7, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, May 11, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, May 14, 2020	Commencement Practice 3 p.m. – Field House
Friday, May 15, 2020	10 a.m. - Nurse Pinning Ceremony - Field House 2:30 p.m. Dental Hygiene Ceremony – Theater 53 rd Annual Lake Land College Commencement Ceremony 5 p.m. Line up begins in the Library 6 p.m. Commencement Ceremony Field House
Wednesday, May 20, 2020	11:30 a.m. – 4 p.m. Board Retreat and Board Self Evaluation with ICCTA Board & Administration Center Board Room
Thursday, June 4, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011

Monday, June 8, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, July 9, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, July 13, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, August 6, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, August 10, 2020	5:15 p.m. – Board Dinner – Kluthe Center Room 219 6 p.m. – Board Meeting – Kluthe Center Room 220
Thursday, September 10, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, September 14, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011

Your kind expression of sympathy
and friendship will
always remain in our memories
Thank you for your thoughtfulness
the family of

Ken Niemerg

In Loving Memory



Kenneth Philip Niemerg

October 3, 1929 + January 31, 2020

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Jean Anne Grunloh, Senior Executive to the President

DATE: March 3, 2020

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

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

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

We presented proposed changes as first reading during the February 10, 2020, regular Board meeting and we have received no additional requests for changes since that time. Thus, I respectfully request the College Board of Trustees approve proposed revisions as presented during the March 9, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

09.14

Access to College Facilities~~College Keys~~

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

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

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

Adopted November 9, 1998
 Revised March 8, 2004
 Revised January 8, 2018
Revised xx/xx/xx.

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

Photo ID System

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

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

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

~~Student College~~ Photo ID Cards

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

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

Board Policy 11.27

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

Employee Photo ID Proximity Card

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

employee Photo ID Proximity Card.

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

Portraits for the Employee Directory

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

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

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LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jean Anne Grunloh, Senior Executive to the President
DATE: March 3, 2020
RE: Proposed Revisions to Board Policy 05.04.04 – *Work Week*

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

We presented proposed changes as first reading during the February 10, 2020, regular Board meeting and we have received no additional requests for changes since that time. Thus, I respectfully request the College Board of Trustees approve proposed revisions as presented during the March 9, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

05.04.04

Work Week

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

Non-Exempt Staff: Full-Time Employees

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

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

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

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

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

Non-Exempt Staff: Part-Time Employees

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

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

Exempt Staff

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

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

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Jean Anne Grunloh, Senior Executive to the President

DATE: January 24, 2020

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

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

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

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

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

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

I am happy to address any questions or concerns.

Attachment

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

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

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

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

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

Board Policy No. 10.39

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

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

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

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

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

Board Policy No. 10.39

Justice contract(s) shall prevail.

Adopted

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

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

DATE: February 21, 2020

RE: January 2020 Financial Statement Summary

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

Areas of Concern:

- We do not feel we have any significant budgetary areas of concern at this point in FY2020.

Overall Variances:

- *Revenue* – Total January revenue was \$1,354,058 resulting in an unfavorable variance of \$303,045 compared to the budgeted level. All aggregated revenue sources besides bond proceeds are favorable compared to budget by \$251,050. Year to date, total revenue is unfavorable to budget by \$2,248,950 strictly due to a timing issue associated with the bonds proceeds as we budgeted the bond proceeds for January 2020 but the bond proceeds will now be received in March 2020.
- *Expenditures* – Total January expenditures were \$2,745,859 resulting in an overall favorable variance of \$1,249,348. Year to date, expenditures remain favorable overall by \$4,100,620 with \$2,500,000 of the favorable variance being explained by the timing of the bond transaction and the remainder is mostly from a favorable variance in general materials and supplies

Revenue Variances:

- *Local Sources* – A monthly favorable variance exists of \$45,379 while the Year to date variance is favorable by \$295,694.
- *ICCB Credit Hour Grant* – We received credit hour payments in January totaling \$799,551 resulting in a favorable variance of \$439,397. This area is favorable \$765,456 YTD. The variances are timing related as we typically receive a larger payment in the 1st month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year end.

- *ICCB Equalization Grant* – We did not receive any equalization payments in January resulting in an unfavorable monthly variance of \$492,885. This area is unfavorable \$587,750 YTD. The unfavorable variance is timing related as we received the January payment on February 14th and the February payment is not vouchered on the comptroller's website as of yet.
- *Tuition & Fees* – December had a favorable variance for tuition of \$63,369 while fees were unfavorable by \$34,940. Year to date, there is an unfavorable variance for tuition of \$43,322 and a favorable variance for fees of \$460,047. The favorable variance in fees is a result of more textbook fees than were budgeted and more IDOT classes offered than had been budgeted.
- *Other State Sources* – An unfavorable variance of 286,529 existed for the month and the Year to Date variance in this area is unfavorable by \$573,057. The unfavorable variances are due to timing of not receiving any CTE payments from the State of Illinois as of yet this fiscal year. The first payment was expected in July and the second payment in January. A payment was vouchered on the comptroller's website on January 8, 2020 but no payment has been made as of yet. We expect this line item will normalize with the budgeted amounts over the course of the year as state payments are received as expected.
- *Other Revenue* – Year to date other revenue is unfavorable by \$66,019. The unfavorable amount will likely even out as more CBI and CDL classes are conducted over the remainder of the year.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall, the salary and wage lines had a favorable variance in January of \$185,095. Year to date the salary and wage area is favorable by \$1,134,740. The YTD variance is high due to timing of the faculty overload being later than normal and we expect it should even out more as the year progresses.
- *Employee Benefits (overall)* – Overall, there was a favorable variance in employee benefits in January in the amount of \$31,058. Year to date this area is favorable by \$142,882.
- *Instructional* – The Instructional expenditures had favorable variance in January of \$206,919 and is favorable \$1,233,420 for the year. The YTD variance is mainly attributable to the timing faculty overload discussed in overall salary and wages.
- *Academic Support* – The Academic Support expenditures had an unfavorable variance in January of \$31,736. Year to date, the Academic Support expenditures are favorable by \$196,882.
- *Student Services* – The Student Services expenditures had an unfavorable variance in January of \$5,547. Year to date, the Student Service expenditures are favorable by \$135,556.

- *Public Service/Continuing Education* – The Public Service/Continuing Education had an unfavorable January variance of \$6,097. Year to date, this area is unfavorable by \$15,671.
- *Operations & Maintenance* – The Operations and Maintenance expenditures had a favorable overall January variance of \$80,576. Year to date, this area is unfavorable by \$1,178,081 as a result of recording \$1,336,730 YTD in the well field expenses.
- *Institutional Support* – The Institutional Support expenditures had a favorable January variance of \$456,670. The area as a whole is favorable by \$3,243,486 for the year with \$2,500,000 of the favorable variance being timing of the bond proceeds.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area had a favorable variance for January of \$548,563. Year to date, this area is favorable 485,029. The favorable variance is attributable to timing as when waivers are posted to student accounts. Also, we created an enrollment incentive line for \$100k but only \$27k of it has been spent so far this year.

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.

Jan-20

General Fund--Funds 01 and 02--For Internal Use Only

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance	% Current YTD Budget Variance	Previous YTD	FY19 Final Audited Numbers	FY20 Annual Budget
Revenues:										
87,668	42,289	45,379	Local Sources	9,017,391	8,721,697	295,694	3.39%	8,473,174	8,866,053	9,013,374
799,551	360,154	439,397	ICCB Credit Hour Grant	3,286,536	2,521,079	765,456	30.36%	2,678,573	4,464,332	4,321,850
-	492,885	(492,885)	ICCB Equalization Grant	2,862,443	3,450,192	(587,750)	-17.04%	2,957,310	5,914,615	5,914,616
-	286,529	(286,529)	Other State Sources	-	573,057	(573,057)	-100.00%	320,155	1,140,489	1,154,557
-	-	-	Tech Refresh	2,500,000	2,500,000	-	0.00%	9,592,038	-	2,500,000
144,692	81,323	63,369	Tuition	9,126,320	9,169,642	(43,322)	-0.47%	3,739,432	9,810,850	9,150,241
205,369	240,310	(34,940)	Fees	3,838,399	3,378,352	460,047	13.62%	-	3,263,351	3,030,135
-	-	-	Bond Proceeds	-	2,500,000	(2,500,000)	-100.00%	-	-	2,500,000
116,778	153,614	(36,836)	Other Revenue	744,912	810,931	(66,019)	-8.14%	822,496	1,570,573	2,044,426
-	-	-	Gift in Kind	-	-	-	0.00%	125,636	-	-
1,354,058	1,657,102	(303,045)	Total Revenues	31,376,001	33,624,951	(2,248,950)	(2)	28,708,814	35,030,263	39,629,199
Expenditures:										
Instructional										
696,613	847,667	151,055	Salary and Wages	6,854,059	7,366,619	512,560	6.96%	7,044,169	11,039,058	11,763,802
98,711	128,699	29,988	Employee Benefits	1,180,231	1,526,638	346,406	22.69%	1,301,917	2,104,659	2,701,468
50,020	70,510	20,490	Contractual Services	85,811	138,475	52,664	38.03%	88,752	366,539	432,640
59,039	68,885	9,846	General Materials and Supplies	289,179	521,850	232,671	44.59%	287,111	506,951	719,847
8,494	4,247	(4,247)	Travel and Meeting Expenses	28,232	78,437	50,205	64.01%	18,440	51,794	172,482
13,873	10,400	(3,473)	Fixed Charges	17,457	27,813	10,356	37.23%	13,678	48,473	72,225
224	3,483	3,259	Capital Outlay	256	28,813	28,557	99.11%	1,860	157,747	46,312
-	-	-	Other Expenditures	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	117,686	-	-
926,972	1,133,891	206,919	Total Instructional	8,455,224	9,688,644	1,233,420	12.73%	8,873,613	14,275,221	15,908,776
Academic Support										
37,415	43,703	6,289	Salary and Wages	323,613	424,435	100,822	23.75%	215,365	345,704	385,484
5,422	5,546	124	Employee Benefits	68,096	73,980	5,884	7.95%	46,673	79,584	84,218
-	-	-	Contractual Services	-	550	550	100.00%	89	539	2,550
50,631	11,480	(39,151)	General Materials and Supplies	131,204	207,520	76,316	36.78%	159,307	199,282	224,340
1,844	2,845	1,001	Travel and Meeting Expenses	19,626	32,250	12,624	39.14%	23,367	23,507	12,400
-	-	-	Fixed Charges	4,514	5,200	686	13.19%	4,693	4,693	5,200
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	50	-	-
95,311	63,575	(31,736)	Total Academic Support	547,053	743,935	196,882	26.46%	449,545	653,311	714,192
Student Services										
117,057	127,110	10,053	Salary and Wages	907,118	1,004,434	97,316	9.69%	892,755	1,414,739	1,633,591
18,819	16,809	(2,010)	Employee Benefits	226,386	218,901	(7,485)	-3.42%	237,569	400,755	382,148
-	-	-	Contractual Services	9,322	9,772	450	4.60%	9,322	9,322	9,322
7,606	3,371	(4,235)	General Materials and Supplies	51,792	88,266	36,474	41.32%	28,970	85,555	140,014
10,301	945	(9,356)	Travel and Meeting Expenses	25,903	35,454	9,551	26.94%	13,374	34,649	45,429
-	-	-	Other Expenditures	4,500	3,750	(750)	-20.00%	4,660	7,500	7,500
153,783	148,235	(5,547)	Total Student Services	1,225,021	1,360,576	135,556	9.96%	1,186,651	1,952,520	2,218,004
Public Service/Cont Ed										
27,632	24,739	(2,893)	Salary and Wages	209,755	185,545	(24,210)	-13.05%	238,771	419,456	321,611
5,883	2,154	(3,729)	Employee Benefits	39,064	28,716	(10,348)	-36.03%	41,344	63,295	50,156
10,231	2,000	(8,231)	Contractual Services	26,776	20,670	(6,106)	-29.54%	28,064	42,987	37,490
3,656	12,398	8,743	General Materials and Supplies	38,144	63,422	25,277	39.86%	57,821	97,191	95,246
63	351	289	Travel and Meeting Expenses	2,267	2,524	257	10.16%	1,536	5,034	4,304
13,059	12,784	(275)	Fixed Charges	89,131	88,591	(541)	-0.61%	88,511	152,695	151,933
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
-	-	-	Other	-	-	-	0.00%	-	-	-
-	-	-	G/K	-	-	-	0.00%	7,900	-	-
60,524	54,426	(6,097)	Total Public Service/ Cont Ed	405,138	389,467	(15,671)	-4.02%	463,946	780,659	660,740
Operations & Maintenance										
73,461	85,319	11,858	Salary and Wages	563,694	633,420	69,726	11.01%	579,553	941,972	1,086,925
13,714	15,590	1,876	Employee Benefits	172,299	197,132	24,833	12.60%	186,187	318,871	342,483
42,337	71,846	29,509	Contractual Services	184,455	173,443	(11,011)	-6.35%	165,232	240,116	256,570
22,602	35,491	12,888	General Materials and Supplies	107,640	124,290	16,650	13.40%	134,108	235,059	257,900
-	300	300	Travel and Meeting Expenses	34	1,000	966	96.60%	271	374	1,250
12,945	11,180	(1,765)	Fixed Charges	102,300	73,260	(29,040)	-39.64%	74,870	233,286	124,160
96,877	122,787	25,909	Utilities	643,810	732,291	88,481	12.08%	707,950	1,072,437	1,278,585
-	-	-	Capital Outlay	1,336,730	15,000	(1,321,730)	-8811.53%	10,250	559,988	15,000
-	-	-	Contingency Funds	16,955	-	(16,955)	0.00%	-	-	65,000
-	-	-	Gift In Kind	-	-	-	0.00%	-	-	-
261,936	342,512	80,576	Total Operation and Maint	3,127,917	1,949,836	(1,178,081)	(87)	1,858,421	3,602,103	3,427,873
Institutional Support										
260,545	269,279	8,734	Salary and Wages	1,641,364	2,019,890	378,526	18.74%	1,968,038	3,554,944	3,499,494
39,215	44,023	4,808	Employee Benefits	692,160	475,752	(216,408)	-45.49%	525,432	888,771	833,446
137,109	82,436	(54,673)	Contractual Services	367,406	479,239	111,833	23.34%	293,660	650,525	761,063
112,987	244,895	131,708	General Materials and Supplies	741,300	1,374,137	632,837	46.05%	694,856	1,478,217	1,168,505
3,741	11,085	7,344	Travel and Meeting Expenses	22,183	57,715	35,532	61.56%	32,668	103,542	123,415
2,959	2,475	(484)	Fixed Charges	207,148	240,755	33,607	13.96%	224,096	230,167	255,246
-	375	375	Capital Outlay	3,477	17,025	13,548	79.58%	22,200	52,200	18,900
12,299	71,200	58,901	Contingency Funds	52,772	218,398	165,626	75.84%	24,797	63,272	1,900,095
-	-	-	Other	-	2,500,000	2,500,000	100.00%	-	328,836	2,500,000
570,043	840,000	269,957	Tech Refresh	2,282,243	1,680,000	(602,243)	-35.85%	-	-	2,500,000
70,000	100,000	30,000	Strategic Initiatives	109,372	300,000	190,629	63.54%	83,448	329,983	400,000
-	-	-	Gifts In Kind	-	-	-	0.00%	-	-	96,256
1,208,897	1,665,568	456,670	Total Institutional Support	6,119,425	9,362,911	3,243,486	4	3,869,195	7,680,456	14,056,420
38,437	587,000	548,563	Scholarships, grants, waivers	691,971	1,177,000	485,029	41.21%	721,145	787,970	1,235,066
2,745,859	3,995,207	1,249,348	Total Expenditures	20,571,749	24,672,369	4,100,620	16.62%	17,422,515	29,732,240	38,221,071
(1,391,801)	(2,338,104)	946,303	Revenue Less Expenditures	10,804,251	8,952,582	1,851,670	(2)	11,286,299	5,298,023	1,408,128
28,656	117,344	88,688	Transfers Out:	620,958	821,408	200,450	24.40%	610,031	1,267,924	1,408,128
Excess of Revenues over Expenditures & Transfers										
(1,420,457)	(2,455,448)	857,615		10,183,293	8,131,174	1,651,220	(2)	10,676,268	4,030,099	-

Current Month				Current YTD	Current YTD	Current YTD
Current Month	Budget	Variance		Actual	Budget	Budget Variance
1,212,721.92	1,397,817.41	185,095.49	Salary and Wages	10,499,602.86	11,634,342.57	1,134,739.71
181,764.02	212,821.92	31,057.90	Employee Benefits	2,378,236.69	2,521,118.72	142,882.03
239,696.70	226,791.55	(12,905.15)	Contractual Services	673,769.36	822,148.93	148,379.57
256,519.62	376,319.49	119,799.87	General Materials and Supplies	1,359,259.48	2,379,484.47	1,020,224.99
24,442.65	19,773.16	(4,669.49)	Travel and Meeting Expenses	98,245.32	207,379.65	109,134.33
42,834.90	36,838.51	(5,996.39)	Fixed Charges	420,550.01	435,618.07	15,068.06
96,877.38	122,786.67	25,909.29	Utilities	643,810.28	732,291.06	88,480.78
223.80	3,858.00	3,634.20	Capital Outlay	1,340,462.77	60,838.00	(1,279,624.77)
12,298.54	71,200.00	58,901.46	Contingency Funds	52,771.93	218,397.53	165,625.60
-	-	-	Other Expenditures	4,500.00	2,503,750.00	2,499,250.00
2,067,379.53	2,468,206.71	400,827.18	Total	17,471,208.70	21,515,369.00	4,044,160.30

Lake Land College

FY2020 Salary, Wage & Benefits Detail

Salary & Wages	Year to Date			FY2020 Budgeted	FY20 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Salary and Wages - Instructional	\$6,854,059	\$7,366,619	\$512,560	\$11,763,802	\$11,480,620	\$11,763,802	\$283,182
Salary and Wages - Acad. Support	\$323,613	\$424,435	\$100,822	\$385,484	\$359,532	\$385,484	\$25,952
Salary and Wages - Stud. Svcs	\$907,118	\$1,004,434	\$97,316	\$1,633,591	\$1,471,328	\$1,633,591	\$162,263
Salary and Wages - Public Svc.	\$209,755	\$185,545	(\$24,210)	\$321,611	\$436,234	\$321,611	(\$114,623)
Salary and Wages - Maintenance	\$563,694	\$633,420	\$69,726	\$1,086,925	\$979,651	\$1,086,925	\$107,274
Salary and Wages - Inst. Support	\$1,641,364	\$2,019,890	\$378,526	\$3,499,494	\$3,697,141	\$3,499,494	(\$197,647)
Total Salary and Wages	\$10,499,603	\$11,634,343	\$1,134,740	\$18,690,907	\$18,424,506	\$18,690,907	\$266,401

Employee Benefits	Year to Date			FY2020 Budgeted	FY20 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Employee Benefits - Instructional	\$1,180,231	\$1,526,638	\$346,406	\$2,701,468	\$2,176,361	\$2,701,468	\$525,107
Employee Benefits - Acad. Support	\$68,096	\$73,980	\$5,884	\$84,218	\$121,844	\$84,218	(\$37,626)
Employee Benefits - Stud. Svcs	\$226,386	\$218,901	(\$7,485)	\$382,148	\$375,933	\$382,148	\$6,215
Employee Benefits - Public Svc.	\$39,064	\$28,716	(\$10,348)	\$50,156	\$51,983	\$50,156	(\$1,827)
Employee Benefits - Maintenance	\$172,299	\$197,132	\$24,833	\$342,483	\$328,402	\$342,483	\$14,081
Employee Benefits - Inst. Support	\$692,160	\$475,752	(\$216,408)	\$833,446	\$851,919	\$833,446	(\$18,473)
Total Employee Benefits	\$2,378,237	\$2,521,119	\$142,882	\$4,393,919	\$3,906,441	\$4,393,919	\$487,478

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
 From: Greg Nuxoll, Vice President for Business Services
 Date: February 26, 2020
 Subject: Proposed Academic Year 2021 Tuition and Fee Rates

Lake Land College is committed to delivering a high quality education to our students, while remaining one of the most affordable educational options in the State of Illinois. As the College has begun planning for the fiscal year 2021 budget, we are working diligently to balance our commitment to sustaining the value of a Lake Land College education, with the uncertainties surrounding state and local funding.

Tuition

Although Lake Land College's tuition rate has not increased since Fall 2018, we believe a modest increase of \$5 per credit hour for academic year (AY) 2021 will assist the College in maintaining the quality education our students have come to expect, while addressing the budget uncertainties. The tuition rate for AY 2021, compared to AY 2020 is outlined below:

	<u>In-District</u>	<u>Out-of-District</u>	<u>Out-of-State</u>
AY 2020	\$105.50	\$232.96	\$426.36
AY 2021	\$110.50	\$237.96	\$431.36

Activity Fee:

We are recommending that Lake Land College maintain the same \$2.50 per credit hour activity fee rate for the upcoming 2020-2021 Academic Year.

Service and Rec Fee:

We are recommending that Lake Land College maintain the same \$29.67 per credit hour service and rec fee rate for the upcoming 2020-2021 Academic Year.

Dual Credit Fee:

We are recommending that we maintain the dual credit fee at the same \$18.42/credit hour rate for Academic Year 2020-2021.

The above represents the College's recommendation to the Board of Trustees for tuition, activity fees, service and rec fees, and Dual Credit fees for Academic Year 2021. Please do not hesitate to contact me if you have any questions or need any further clarification on any of these items.

LAKE LAND COLLEGE

MEMO

TO: Board of Trustees

FROM: Dr. Josh Bullock, President

DATE: February 14, 2020

RE: Resolution to Support Extending the Life of the City of Charleston Central Area
"Downtown TIF District"

The City of Charleston is proposing an extension of its Tax Increment Financing (TIF) District for an additional 12 years. This current TIF District was established in 1986 with a life of 23 years and granted a 12 year extension in 2010 that is now set to expire on December 31, 2022. The extension of the life of this TIF District would allow the City of Charleston to complete redevelopment projects within the TIF boundary. As a result, the City of Charleston has requested support from its taxing bodies in the form of a Resolution approved by each taxing district board. I respectfully request that the Board approve the attached resolution to support extending the life of the City of Charleston Central Area "Downtown" TIF District for an additional 12 years.

Attachments

Lake Land College Board of Trustees



RESOLUTION NUMBER: 0320-015

DATE: March 9, 2020

RESOLUTION SUPPORTING THE EXTENSION OF CITY OF CHARLESTON CENTRAL AREA "DOWNTOWN" TIF DISTRICT

WHEREAS, the City of Charleston has a Tax Increment Financing (TIF) District, the Central Area "Downtown" TIF District, which was established in 1986 with a life of twenty-three (23) years, granted a twelve (12) year extension in 2010, and now set to expire on December 31, 2022; and

WHEREAS, the City of Charleston desires to extend the life of this TIF District for an additional twelve (12) years in order to complete development projects; and

WHEREAS, the City of Charleston is requesting support for the extension from the taxing districts located in the TIF District.

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, State of Illinois (the "Board") does hereby adopt this resolution in favor of the extension of the life of the City of Charleston Central Area "Downtown" TIF District for twelve (12) years.

ADOPTED this 9th day of March, 2020 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

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 for Supporting Extension of the City of Charleston Central Area "Downtown" TIF District 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 9th day of March, 2020.

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 ____ day of _____, 20____.

Secretary, Board of Trustees

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jon Althaus, Vice President for Academic Services *SW*
DATE: February 26, 2020
RE: ICCTA Business Partnership Award Nominee

It is with sincere pleasure that Academic Services and the Technology Division nominate the Illinois Asphalt Pavement Association (IAPA) for the 2020 ICCTA Business Partnership Award.


Lake Land College and IAPA have enjoyed a long-standing relationship by partnering on various projects over the past several years, and IAPA's Executive Vice-President, Mr. Kevin Burke, has played a significant role in helping Civil Engineering Technology students fund their final year of college and secure additional certifications to increase their competitiveness in the industry.

In 2016, Mr. Burke collaborated with the IAPA Scholarship Foundation and Josh Fulk, Civil Engineering Technology Instructor/Coordinator, to establish an IAPA scholarship for Lake Land College Civil Engineering Technology sophomores who meet specified requirements. To date, the scholarships have provided \$22,000 to 11 students in their final year at Lake Land College.

Please accept this nomination of the Illinois Asphalt Pavement Association for the 2020 ICCTA Business Partnership Award.

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Jon Althaus, Vice President for Academic Services 

DATE: February 28, 2020

RE: ICCTA Full-Time Outstanding Faculty Member Award

It is my sincere pleasure to submit the nomination of Ms. Deborah Thomason, Dental Hygiene Instructor, for the 2020 ICCTA Full-Time Outstanding Faculty Member Award.

Debbie is a graduate of the Dental Hygiene Program and has served as an instructor at Lake Land College since 1984. Debbie currently serves as Director of Dental Hygiene for the College where she oversees all operations pertaining to the dental clinic, management of staff, student instructional needs and adherence to accreditation standards. Debbie is a loyal and dedicated instructor who focuses on student success, community outreach and the establishment of regional partnerships.

I respectfully request that the Board of Trustees accept this nomination at their March 9, 2020 regular meeting.

Community College Educational Agreement

Comprehensive Agreement Regarding the Expansion of Educational Resources

THIS AGREEMENT is entered into by and among the **BOARD OF TRUSTEES** from each participating community college for the expressed purpose of providing additional educational programs to the residents of each district involved in this Agreement.

Black Hawk College
Carl Sandburg College
City Colleges of Chicago
College of DuPage
College of Lake County
Danville Area Community College
Elgin Community College
Heartland Community College
Highland Community College
Illinois Central College
Illinois Eastern Community Colleges
Illinois Valley Community College
John A. Logan College
John Wood Community College
Joliet Junior College
Kankakee Community College
Kaskaskia College
Kishwaukee College
Lake Land College
Lewis and Clark Community College
Lincoln Land Community College
McHenry County College
Moraine Valley Community College
Morton College
Oakton Community College
Parkland College
Prairie State College
Rend Lake College
Richland Community College
Rock Valley College
Sauk Valley Community College
Shawnee Community College
South Suburban College
Southeastern Illinois College
Southwestern Illinois College
Spoon River College
Triton College
Waubonsee Community College
William Rainey Harper College

WITNESSETH:

WHEREAS, it is the desire of the parties hereto to expand educational services to the greatest number of students in each district served by the parties; and

WHEREAS, the parties hereto believe this Agreement should be one of the means to establish a viable method of cooperation between the parties hereto; and

WHEREAS, by means of this agreement, the parties hereto desire to share programs of each institution and thereby maximize the utilization of the finances, facilities, equipment, and personnel of each institution, and by so doing, provide educational services which might otherwise be impracticable for any of the parties individually; and

WHEREAS, the parties hereto believe that the implementation of this Agreement holds great promise for further development of higher education in Illinois; and

WHEREAS, this Agreement supersedes and takes the place of any and all prior cooperative agreements, and that all said prior agreements are hereby terminated.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Institutional Identification

For the purpose of this Agreement, the college district sending the students to another college will be referred to as the "Sending College" and the college receiving students from another college district will be referred to as the "Receiving College".

2. Terms of Agreement

The educational programs offered by the colleges as part of this Agreement shall be programs approved by the Illinois Community College Board (ICCB) and the Illinois Board of Higher Education. The Agreement is explicitly for programs of study leading to an Associate in Applied Science degree or certificate in Career and Technical Education.

3. Duration of Agreement

This Agreement shall be in force upon adoption by the Board of Trustees of each of the participating colleges and will continue until terminated under the provision of item seven (7).

4. Amendments to Agreement

Amendments and/or revisions to this Agreement may be made at a time by mutual consent of all parties in writing. Such amendments and/or revisions shall be prepared in the form of an addendum agreement. The procedure for approval of such addenda and/or revisions shall follow the same procedure employed in securing approval by all parties in the original Agreement. All amendments to the agreement require the approval of the ICCB.

In the event of amendments and/or revisions to this Agreement, students who have entered an educational program shall be allowed to complete the program under the terms of this Agreement.

5. Coordination of Agreement

This Agreement shall commence in April 2017 and shall be continuous with automatic renewal. The ICCB in consultation with member institutions will coordinate changes and distribution of those changes to the other colleges on an annual basis when necessary.

6. Program Eligibility

The ICCB shall maintain a Program Directory on the ICCB website to assist the colleges in determining which programs qualify under the agreement. At a minimum, this list shall provide a comparison of program titles and CIP codes.

Delivery methods and minor program differences (e.g. length of semester, online versus face-to-face, competency-based, differences in program credit hours, minor course requirement differences, etc.) do not constitute a difference in program. Generally, differences should be based upon CIP codes and Occupational Outlook for completers.

7. Termination of Agreement

The participation of any college(s) in this Agreement may be terminated at the end of any spring semester to be in effect the following fall term at the request of the College President. Notice shall be given in writing on or before March 1 of the preceding academic year to each of the other College Presidents and the ICCB. In the event of such termination, students who have entered an educational program shall be allowed to complete the program under the terms of this Agreement.

8. Residents Eligibility

Approval for students participating within this Agreement resides with the Sending College. Upon approval from the Sending College, a resident may take advantage of the educational opportunity provided through this Agreement to apply for acceptance at a program not available in his/her home district. Furthermore, a resident may not enroll under the provisions of this Agreement in a program of a participating institution outside of his/her own if that resident's educational objective can be met in the college of his/her home district.

Students may choose to complete some or all of any required Illinois Articulation Initiative general education coursework at their Home College (Sending College) or the Receiving College, as appropriate.

9. Registration

Upon written approval from the Sending College, students shall register at the Receiving College and shall be members of that district for the terms of their enrollments. Under the terms of this agreement, students may take approved courses at either institution. Upon successful completion, courses taken at the Sending College shall be acceptable to transfer to the Receiving College for completion of the program, or vice versa.

10. Additional Educational Services

The Receiving College shall provide access to its Learning Resources Center and other instructional resources for students from the Sending College, equal to those provided for any other student at their campus. The Receiving College shall also provide counseling/guidance and other services that will facilitate the learning process.

11. Records and Recognition of Completion

The Receiving College shall maintain admissions records and transcripts and issue any and all degrees or certificates to students completing the educational program. The Receiving College will provide copies of such records to the Sending College at the student's request.

12. Scholarships and Student Activities

The Receiving College shall be considered the home district for athletic eligibility and/or any activity where the student officially represents an institution as well as for military and Illinois State Student Assistance Commission Scholarships. Athletic eligibility will be determined by the

rules of the college's athletic conference. Students from any Sending College may be eligible at any Receiving College for any other extracurricular activities, scholarships, or other recognition of excellence in the program for which they are attending at the Receiving College.

13. Publicity

The educational programs offered through this Agreement shall be noted in college catalogs and publicized by the participating districts in a manner consistent with ICCB requirements and institutional publicity policies.

In the spirit of raising awareness and providing access to students, colleges may market and recruit for programs articulated in the ICCB Program Directory outside their own district so long as advance notification has been provided to the sending district's college president. Such notification should reference the ICCB Program Directory listing and lack of availability within the sending district. Colleges are free to enter into less strenuous notification procedures should they wish. If such agreements are made, notification should be immediately provided to ICCB for documentation.

For the purposes of this agreement, marketing and recruiting activities include participation in career fairs, college fairs, high school visits, company visits, traditional advertising, and digital advertising. In these instances, the primary marketing message in both the materials made available and any advertisements should be the availability of Career Agreement programs listed in the ICCB Program Directory. General college materials may also be made available upon request of the student.

General college marketing outside of a college's home district is not permitted without the permission of the sending district. Permission requirements do not apply to shared media markets or shared high school districts. *Permission requirements do not apply* when a college is invited to attend a specific event (e.g. FFA meetings, career fairs, college fairs, etc.)."

The ICCB, in consultation with the ICCCP, shall develop common language and a common logo for the purposes of advertising educational programs offered through this agreement. Colleges shall adopt this common language and common logo for the purposes of advertising educational programs offered through this agreement in their catalogs and on their respective websites.

14. Communication of Agreement

The Sending College shall communicate the terms of this Agreement to its students attending a Receiving College. Said students will be responsible for all normal operating rules and conditions of the campus he/she is on at any given time.

15. Reimbursement

The Receiving College shall be eligible to file all claims for State apportionment for any student from the Sending College enrolled in the Receiving College's programs covered by this Agreement.

16. Transportation

Students shall be responsible for their own transportation to and from Sending and Receiving Colleges.

17. Tuition and Fees

Students from the Sending College will pay the resident tuition and fees of the Receiving College. All students seeking state or federal financial assistance are required to make application at the Receiving College.

18. FTE Reporting

For purposes of capital (construction space), FTE enrollment in the classes taken are reported by the Receiving College.

19. Student Enrollments

The cooperating institutions in this Agreement shall be treated as one district in relation to admission policies for the programs included herein; however, residents of the respective college districts may have priority consideration where limited program space is available.

20. Chargeback

Colleges sending students to receiving colleges identified in this Agreement will not pay chargebacks. Procedurally, students who wish to enroll at a Receiving College herein identified will secure from their home college a letter designating them as participants in an approved program. A copy of such letter will be sent to the Receiving College, which will thus know not to charge the out-of-district rate.

21. Dispute Resolution

All disputes that arise through this agreement shall follow the arbitration process outlined below:

- a. Involved parties shall attempt to settle the dispute through mutual agreement.
- b. In the event that mutual agreement cannot be reached, parties may request a decision by a committee of their peers. If requested, a committee of three college presidents shall be appointed by the President of the ICCCP within 14 business days of the request. In the event that the President of the ICCCP is party to the disagreement, the Secretary shall appoint the committee.
- c. Said parties may request an advisory opinion from the ICCB. Upon request, the ICCB shall provide this opinion to the affected parties within 14 business days of the request. This request may be made concurrently with or independently of the committee process.
- d. The decision of the committee shall be considered final and all parties agree to be bound by the committee's decision.

22. Special Note

Nothing contained in this Agreement shall operate to create a relationship of Principal and Agent between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Community College Educational Agreement

Comprehensive Agreement Regarding the Expansion of Educational Resources

PARTICIPATING INSTITUTIONS

- | | |
|---|--|
| <input type="checkbox"/> Black Hawk College
<input type="checkbox"/> Carl Sandburg College
<input type="checkbox"/> City Colleges of Chicago
<input type="checkbox"/> College of DuPage
<input type="checkbox"/> College of Lake County
<input type="checkbox"/> Danville Area Community College
<input type="checkbox"/> Elgin Community College
<input type="checkbox"/> Heartland Community College
<input type="checkbox"/> Highland Community College
<input type="checkbox"/> Illinois Central College
<input type="checkbox"/> Illinois Eastern Community Colleges
<input type="checkbox"/> Illinois Valley Community College
<input type="checkbox"/> John A. Logan College
<input type="checkbox"/> John Wood Community College
<input type="checkbox"/> Joliet Junior College
<input type="checkbox"/> Kankakee Community College
<input type="checkbox"/> Kaskaskia College
<input type="checkbox"/> Kishwaukee College
<input type="checkbox"/> Lake Land College
<input type="checkbox"/> Lewis and Clark Community College | <input type="checkbox"/> Lincoln Land Community College
<input type="checkbox"/> McHenry County College
<input type="checkbox"/> Moraine Valley Community College
<input type="checkbox"/> Morton College
<input type="checkbox"/> Oakton Community College
<input type="checkbox"/> Parkland College
<input type="checkbox"/> Prairie State College
<input type="checkbox"/> Rend Lake College
<input type="checkbox"/> Richland Community College
<input type="checkbox"/> Rock Valley College
<input type="checkbox"/> Sauk Valley Community College
<input type="checkbox"/> Shawnee Community College
<input type="checkbox"/> South Suburban College
<input type="checkbox"/> Southeastern Illinois College
<input type="checkbox"/> Southwestern Illinois College
<input type="checkbox"/> Spoon River College
<input type="checkbox"/> Triton College
<input type="checkbox"/> Waubonsee Community College
<input type="checkbox"/> William Rainey Harper College |
|---|--|

Local District Signature Page

<hr style="border: 1px solid black;"/> College	<hr style="border: 1px solid black;"/> District Number
<hr style="border: 1px solid black;"/> College Designee for Agreement	<hr style="border: 1px solid black;"/> Contact Information
<hr style="border: 1px solid black;"/> Chair of the Board of Trustees	<hr style="border: 1px solid black;"/> Date
<hr style="border: 1px solid black;"/> President	<hr style="border: 1px solid black;"/> Date

MEMO

TO: Jonathan Bullock, President
FROM: Jon Althaus, Vice President for Academic Services *JWA*
DATE: February 18, 2020
RE: Sabbatical Leave Committee Recommendations

In accordance with Art.II.F.4 of the agreement between Lake Land College and the Lake Land College Faculty Association, the Sabbatical Leave Committee has reviewed three applications for sabbatical leave. The committee's decision was to recommend all three applicants for sabbatical leave in the following rank order:

1. Ms. Krista Burrell – Coursework, literature review and research regarding mental health counseling. (Fall semester 2020)
2. Mr. Shane Rogers – Develop and establish an internship program for Political Science majors. (Fall semester 2020)
3. Mr. Casey Reynolds – Coursework to learn best practices, current trends and emerging scholarship of technology as it relates to foreign language coursework. (Spring semester 2021)

LAKE LAND COLLEGE

MEMO

TO: Greg Nuxoll, Vice President for Business Services

FROM: Madge Shoot, Comptroller

DATE: February 26, 2020

RE: Professional Services Agreement for Hanson Professional Services Inc.

Lake Land College is partnering with the Capital Development Board (CDB) to remodel Neal Hall. As part of this process Dr. Bullock and Scott Rawlings, Director of Physical Plant Operations, worked with CDB to choose an Architect-Engineer for the project. Hanson Professional Services Inc. was chosen as the A-E. They are located in Springfield, Illinois and have performed other similar projects for the Capital Development Board.

Attached for your review is the Professional Services Agreement between the Capital Development Board on behalf of Lake Land College and Hanson Professional Services Inc.

I respectfully request the Board's approval of this agreement.

Attachment

State of Illinois
CAPITAL DEVELOPMENT BOARD

PROFESSIONAL SERVICES AGREEMENT

Project Number	810-058-032
Contract Number	20041610
Total Contract Amount	\$82,320.00
Professional Liability Insurance Amount	\$1,000,000.00

AGREEMENT, entered into by the parties on the date last signed below on signature page,

Between the

CAPITAL DEVELOPMENT BOARD

of the

STATE OF ILLINOIS ("CDB")

Principal Office and

Place of Business Located at

And

Hanson Professional Services Inc.

1525 S Sixth Street
Springfield, IL 62703

Hereinafter referred to as
("Architect-Engineer" or "A/E")

For the following Project(s)

Renovate Neal Hall
Lake Land College - Mattoon

For the use and benefit of

Illinois Community College Board
Lake Land College

Hereinafter referred to as the
("Using Agency" or "User")

CDB 414-9-9

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APPENDIX A COMPENSATION RATES & SCHEDULES

APPENDIX B CONSULTANTS

APPENDIX C STANDARD CERTIFICATIONS

APPENDIX D STANDARD DISCLOSURES

PROJECT SCOPE STATEMENT

STANDARD CONDITIONS

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

ARTICLE 1 DEFINITIONS

- 1.1 **Addendum.** A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.
- 1.2 **Agreement.** The agreement is composed of these documents:
 - A. Professional Services Agreement and Appendices
 - B. Standard Documents for Construction
 - C. Design and Construction Manual
 - D. Program Statement and/or Scope of Work Attachment
 - E. Any Approved Modifications to the Agreement
- 1.3 **Architect.** Architect means a person who is licensed as an architect by the Department of Financial and Professional Regulation, State of Illinois.
- 1.4 **Architect Engineer (A/E).** The Architect/Engineer (A/E) is the firm, and its consultants, that prepare the bidding documents and have certain construction phase duties under contract to CDB. For certain projects, CDB may use staff to prepare the bidding documents and will act as the A/E.
- 1.5 **Assigned Contractor.** An assigned contractor is a contractor who has been assigned to the coordinating contractor for the limited purposes of scheduling and coordination of the work. This assignment is limited and CDB retains certain rights of the contract.
- 1.6 **Change Order.** A change order is a written change in a contract term, other than as specifically provided for in the contract, which authorizes an addition, deletion or revision in the work or necessitates any increase or decrease in the cost of the contract or the time to completion.
- 1.7 **Modification.** A modification is a written change order to a professional services agreement.
- 1.8 **Contractor.** The contractor is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a prime construction contract with CDB.

- 1.9 **Coordinating Contractor.** The designated contractor for the project to whom CDB may assign limited administration of the other contracts.
- 1.10 **Direct Wage Expense (DWE).** Actual hourly wages paid employees, exclusive of statutory and fringe benefits, personal and/or performance/profit bonuses.
- 1.11 **Engineer.** Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Financial and Professional Regulation, State of Illinois.
- 1.12 **Subcontractor and Suppliers.** A subcontractor is any individual, firm, partnership, corporation, joint venture, or other entity, other than the contractor, who furnishes any goods or services of any kind under a subcontract entered into with a construction contract with CDB's prime contractors. This legal definition shall govern in general, but various contract Articles herein shall distinguish between a subcontractor and a supplier. In those cases, a subcontractor is a business entity that has responsibility for a portion of the work that includes onsite installation labor. Suppliers are business entities that furnish only goods produced off site which will be incorporated into the work by others. The clause on change orders and others makes such a distinction.
- 1.13 **Consultant.** A consultant is any individual, firm, partnership, corporation or other entity that enters into an agreement with the A/E firm contracting with CDB for purposes of fulfilling, or assisting the A/E in fulfilling the services required by this agreement between the A/E and CDB.
- 1.14 **User or Using Agency.** State agency or governmental entity benefiting from the project improvement that will occupy and/or operate the facility, equipment, etc.
- 1.15 **Moveable Equipment.** Equipment that is not fixed to the building structure and/or is not permanently wired or plumbed in. Moveable equipment is not designed by the A/E nor installed by the Contractor(s). A budget amount for moveable equipment may be included in the total project funding, but that amount will not be included in the Construction Budget and shall not be used in the calculation of the Basic Services Fee.
- 1.16 **Work.** The work comprises the complete construction required by the contract documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.17 **Substantial Completion.** A condition which occurs when CDB accepts the certification of the A/E that construction is sufficiently complete in accord with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized by the using agency for its intended purpose.
- 1.18 **Final Acceptance.** A condition which occurs when CDB accepts the certification of the A/E that the contractor has complied with all requirements of its contract, and that the contractor is authorized to receive final payment in full, including all retainage.

ARTICLE 2 A/E'S RIGHTS AND RESPONSIBILITIES

- 2.1 **A/E's Principal in Charge.** The A/E shall designate a principal in charge for the agreement. CDB shall address all questions and concerns about this agreement and the A/E's performance of its duties of the agreement to the A/E's principal in charge.
- 2.2 **Federal and State Laws.** All applicable Federal and State laws and the rules and regulations of all authorities having jurisdiction over the design of the project shall apply to the agreement throughout, and they will be deemed to be included in the contract the same as though written therein in full.

- 2.3 **Project Codes, Standards and Regulations.** The A/E shall prepare the bidding documents in accordance with the CDB Design and Construction Manual.
- 2.4 **Building Codes.** The A/E shall design the project in substantial compliance with the building code requirements in the CDB Design and Construction Manual. The design shall be prepared in accordance with all applicable codes and standards in effect at the time bidding documents are issued. All requests for deviation shall be documented by the A/E in writing and subject to approval by CDB.
- 2.5 **Legal Responsibility.** Notwithstanding any other provision herein, the A/E shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The A/E shall be responsible for the performance of persons retained by the A/E and states that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.
- 2.6 **Standard of Project Quality.** The A/E shall exercise professional expertise and judgment in establishing a standard of quality appropriate for each project and its budget. The standard shall be communicated to CDB and the using agency early in the design process for review.
- 2.7 **A/E's Consultants.** The A/E shall employ, and be contractually responsible for, all consultants necessary for the performance of the services herein described and be required to complete the project scope. Professional consultants shall be pre-qualified in their respective professions with CDB. The A/E shall complete and submit Appendix B to the agreement listing all consultants to be used on the project. A/E shall include in Appendix B, all consultants as listed on CDB Form 255. Exceptions to this requirement may be requested by the A/E in writing and addressed to the CDB Administrator of Contract Administration for consideration.
- 2.8 **Construction Supervision.** The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures, supervision or for safety precautions and programs in conjunction with the project or work thereon.
- 2.9 **Contractor Performance Evaluation.** The A/E will, at the completion of construction and as requested by the CDB Project Manager (PM), prepare an evaluation of each contractor's performance.
- 2.10 **Defaulting Contractor.** The A/E, in the event of default by any contractor, agrees to work in concert with CDB and the surety for the defaulted contractor to ensure completion of the contract. The A/E may be entitled to additional compensation for services provided in assisting CDB in completion of the defaulted contract.
- 2.11 **Redesign.** Should the lowest responsible competitive bid obtained on any contract be in excess of the final detailed statement of probable construction costs, to the extent that CDB elects not to award the project, CDB may request the A/E, in consultation with CDB, redesign and re-bid the project within the statement of probable construction costs at no additional compensation including miscellaneous expenses such as bid document printing and postage. However, should CDB elect not to redesign, the A/E shall not lose its right to compensation in accordance with Article 6.
- 2.12 **Addenda and Change Orders.** Upon notice or discovery, and as directed by the CDB PM, the A/E shall perform the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. This service shall be performed without additional compensation.
- 2.13 **Project Schedule.** The project schedule is included in the agreement as shown on Appendix A. The A/E will be required to maintain the schedule without delay. Changes to the schedule will be by written modification duly executed by both parties.

ARTICLE 3 CDB RIGHTS AND RESPONSIBILITIES

3.1 Project Manager.

- A. CDB will designate a PM for the project who shall be CDB's primary representative in the administration of this agreement. The A/E will report to the PM.
- B. The CDB PM shall be the liaison between the A/E and the using agency. All correspondence between the A/E and the using agency shall be communicated to the PM.

3.2 CDB Review. CDB shall have the right to review and accept the A/E's submittal of the respective phases of design services for conformance with the provisions of this agreement and to require a written response to all questions raised regarding such services. CDB's review and any acceptance of the A/E's submittal does not relieve the A/E of its responsibilities.

3.3 Interpretation of Agreement. CDB shall have the authority to determine questions of fact that arise in relation to the interpretation of this agreement and the A/E's performance hereunder. However, such determinations, except terminations of the contract, are subject to alternative dispute resolution (ADR) as described herein. Unless the parties agree otherwise, such determinations and/or mediation procedures shall not be cause for delay of the performance of this agreement. The A/E shall proceed diligently with the performance of this agreement and in accordance with CDB's decision whether or not the A/E or anyone else has an active claim pending. Continuation of the performance of this agreement shall not be construed as a waiver of any rights accruing to the A/E.

3.4 Error/Omission Change Order Policy. CDB reserves the right to recover from the A/E all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the A/E. Consequential damages, including any delay of work or damages incurred by other parties due to errors and omissions may be included in the recovery.

3.5 Ownership, Dissemination and Publication of Documents. The drawings, specifications, reports, renderings, models, electronic media and all such other documents to be prepared and furnished by the A/E pursuant to this agreement, including the copyrights, shall be the property of CDB. All documents listed above may be issued for informational purposes without additional compensation to the A/E. The A/E is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

3.6 A/E Performance Evaluations. CDB will evaluate the performance of the A/E at the completion of the design and construction phases or as deemed appropriate. CDB may also request the using agency or contractors to evaluate the A/E. The A/E has the right to review and respond to its performance evaluations.

ARTICLE 4 COMPENSATION AND PAYMENT

4.1 Appendix A. An attachment to the agreement that delineates the compensation to the A/E for the various services agreed upon and establishes the project schedule. Each compensation amount or reimbursable budgets established will be exclusive for that service only and shall not be used for other services without written modification duly executed by both parties per Article 4.3.

4.2 Basic Services Fee. As compensation for design, bidding, construction and close-out phase services under the agreement, the A/E shall receive the basic services fee as set forth in Appendix A.

- A. **Design Phase Compensation.** Progress payments shall be paid to the A/E upon successful completion of each level. Progress payments proportional to the percentage of completion of services may be made monthly. To be eligible for monthly progress payments, A/E shall submit evidence of services completed that is acceptable to the CDB PM.
- B. **Bidding Phase Compensation.** This compensation is payable upon completion of the analysis of bids received and submittal of acceptable electronic and paper bidding documents to CDB. Compensation for services performed in this phase is payable to the A/E regardless of CDB's ability to award the project based on bids received as compared to available funds.
- C. **Construction Phase Compensation.** Progress payments will be paid to the A/E in installments proportional to the percentage of construction completed.
- D. **Project Closeout Phase Compensation.** This compensation is payable in one lump sum payment upon completion of all contracted services as set forth in Article 16, (Project Closeout Phase), except the requirements set forth in Article 16.7, (Nine Month Inspection), are not required to be completed as a pre-requisite for full payment. In circumstances of protracted duration of the closeout phase through no fault of the A/E, the A/E may petition the CDB PM for partial compensation for services completed.
- E. The expense of administering subcontracts shall be considered a basic service.

4.3 **Changes in Contract Scope or Compensation**

- A. Changes to the contract may only be made by written modification duly executed by both parties.
- B. A/E will not perform any work outside the written scope of work or any work reflecting a scope change (as described in Article 4.4) until a written modification pertaining to same has been executed.
- C. Reimbursables (including on-site observation) may only be expended per the line-item description and amount listed on Appendix A. No reimbursable work may be authorized or paid for in excess of the individual line item amount or for work other than the individual line item description.
- D. Upon receipt of the A/E's final payment application and in accordance with Article 16.8.C, CDB shall be permitted to make final adjustments to the budgetary values indicated on lines B., E. and F. on Appendix A to reflect actual expenditures without written modification duly executed by the contracting parties.

4.4 **Changes in Scope and Funding.** Should CDB elect to change the project scope to the extent that services to be performed by the A/E are substantially altered, then CDB and the A/E will negotiate an equitable adjustment in the A/E's compensation per Article 4.3.

- A. Changes to design requested or approved by CDB in the preparation of the bidding documents may be compensable as additional services if the requested change adds services or requires revisions to previously accepted documents.
- B. Supplemental funding of a project shall not be cause for additional compensation without substantial modification to the scope of work or scope of A/E services.

4.5 **Contract Administration Fee.** The Contract Administration Fee (CAF) is three percent (3.0%) of the basic services fee plus all additional services fees rounded down to the next hundred dollars as shown on Appendix A. The full amount of this Fee shall be invoiced by the A/E on the initial progress payment request. Prior to the approval of the second progress payment request and no later than 20 calendar days after receipt of the warrant for the initial payment request, the A/E shall direct to the Office of Fiscal Management of CDB, a check or money order made payable to CDB in the amount of the CAF. Additional CAF imposed as a result of an increase of basic services and/or additional services fees shall be invoiced in the first subsequent pay request and paid to CDB as stated above.

- 4.6 **Additional Services.** The A/E shall provide additional services germane to the agreement when authorized by CDB in writing. Compensation, as agreed to and set forth in such authorization, will be based on a negotiated lump sum fee. Payment for additional services shall be made upon completion of the services or as otherwise agreed upon in writing with CDB.
- A. At CDB's option, compensation may be based on a negotiated not-to exceed fee payable at DWE times the overhead and profit multiplier rate shown on Appendix A. Evidence of DWE and time expended shall be furnished to receive payment.
 - B. Change orders which alter the project scope shall, with prior approval of the PM, be prepared and processed as additional services.
- 4.7 **On-Site Representative Compensation.** Appendix A indicates the allowance for on-site compensation. A/E must provide site visit reports to receive compensation as set-forth herein. Should the A/E anticipate a need for additional on-site compensation, a written request for said expenses shall be submitted to CDB for review in a timely fashion. No additional on-site observation beyond that authorized in the contract shall be done until a modification has been executed per Article 4.3.
- A. The A/E shall be reimbursed the actual direct wage expense (DWE) of the approved on-site representative times the overhead and profit multiplier indicated in Appendix A. Proof of the on-site representative's DWE shall be submitted with the applicable pay requests.
 - B. Full-time, on-site representatives (5 days/week) shall not be reimbursed for travel time. Part-time on-site representatives may bill up to a maximum of three hours per day of actual travel time to and from the project site at their DWE rate times the overhead and profit multiplier indicated in Appendix A.
- 4.8 **Reimbursable Expenses.** The A/E shall be reimbursed for actual costs of each reimbursable service as set forth in Appendix A. Unless approved in writing by CDB, no mark-up will be allowed. The A/E shall provide evidence of an authorized expense when requesting any reimbursement. Should the A/E require additional reimbursable expenses or wish to change the allocation of funds assigned to the individual reimbursable line items in Appendix A, a written request for said change shall be submitted to CDB for review in a timely fashion. No reimbursable work shall be authorized or expenditure made until a modification has been processed per Article 4.3.
- 4.9 **Withholding of Payments.**
- A. CDB may withhold payments, in whole or in part, for a material breach of the agreement, including but not limited to, the A/E's failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this agreement.
 - B. Pursuant to 15 ILCS 405/10.05, CDB reserves the right to withhold payments as a set off when the A/E is liable to CDB in connection with any agreement, past or present, that the A/E has performed for CDB.
 - C. CDB will notify the A/E in writing and in accordance with the Prompt Payment Act or the offset provisions (if applicable) when any payments are withheld. In the event of any withholding, CDB will promptly investigate the facts and will make payments when the grounds for withholding have been removed.

- 4.10 **Pay Request.** A/E requests for compensation shall be in accordance with Appendix A of the agreement and as described in this section.
- 4.11 **Performance of Services.** Payments of the Basic Services fee are based, in part, on the assumption that the entire contracted scope of services will be performed. If the entire contracted scope of services is not performed by the A/E, then CDB reserves the right to recoup monies in order to achieve a fair and reasonable compensation.

ARTICLE 5 INSURANCE REQUIREMENTS

- 5.1 **General.** The A/E shall purchase and maintain insurance coverage as set forth herein for the life of the agreement. CDB shall exercise sole discretion to determine the acceptability of the A/E's insurance carriers as of the time of contract execution. Subsequent to execution, if the A/E chooses to change carriers, CDB approval is required. Subsequent to execution, if CDB requires the A/E to change carriers due to an erroneous acceptability determination, the additional cost of the change shall be borne by CDB.
- 5.2 **A/E's Duty to Maintain Insurance.** The A/E shall have the duty to confirm that the terms of all insurance comply with the agreement. No action or failure to act on the part of CDB shall constitute a waiver of any requirement.
- 5.3 **Failure to Maintain.** If CDB determines at any time that the insurance does not meet the requirements, this shall constitute a material breach of the agreement and CDB shall provide prompt notice to the A/E and, in its sole discretion, may take measures to protect itself and the public from the effect of the A/E's breach.
- 5.4 **Evidence of Insurance.**
- A. The A/E shall file with CDB evidence of complete coverage of all insurance required with the original signature of the insurance company's authorized agent. Fax copies will be accepted:
 - 1. A binder or certificate of insurance, or
 - 2. The complete insurance policy.
 - B. The agreement will not be executed until acceptable evidence of coverage is on file with CDB. The A/E shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. CDB may stop payment to the A/E if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of CDB to receive policies or certificates or to demand receipt be construed as a waiver of the A/E's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.
 - C. The Certificates of Insurance shall include CDB and the Using Agency as additional named insureds for occurrences arising, in whole or part, out of the work and operations performed. This does not apply to Workers Compensation and Professional Liability policies.

5.5 General Liability Insurance Requirements.

A. Comprehensive Automobile Liability.

1. Required minimum insurance coverages. The policy shall cover owned, non-owned and hired vehicles.
 - a. \$ 500,000 Bodily Injury Per Person
 - b. \$1,000,000 Bodily Injury Per Occurrence
 - c. \$ 500,000 Property Damage Per Occurrence
 - d. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

B. Commercial General Liability. Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability, and contractual obligations. Coverage shall not be excluded because of the A/E's negligence.

1. The general aggregate limit shall be endorsed on a per project basis.
 - a. \$1,000,000 Bodily Injury Per Person
 - b. \$1,000,000 Bodily Injury Aggregate Limit
 - c. \$ 500,000 Property Damage per Occurrence
 - d. \$1,000,000 Property Damage Aggregate Limit
 - e. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

C. Umbrella or Excess of Loss Coverage. If the limits specified in Article 5.5.A and 5.5.B are not met, an Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages is acceptable.

5.6 Worker's Compensation Requirements.

A. Statutory Requirement. Worker's compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

B. The A/E may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the A/E shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

C. Employers Liability

- | | |
|--------------------------|-----------|
| 1. Each accident | \$500,000 |
| 2. Disease-policy limit | \$500,000 |
| 3. Disease-each employee | \$500,000 |

D. The worker's compensation insurance carrier, or self insurance service agency where applicable, shall certify that, to the best of its knowledge, the A/E has properly reported wage and workforce data and made premium payments in compliance with Illinois' rates and worker classifications.

- 5.7 **Professional Liability Insurance Requirements.** Professional liability insurance shall cover the A/E against claims the A/E may become obligated to pay arising out of the performance of the A/E under the agreement and caused by any error or omission of the A/E or of any person employed by the A/E, or any others for whom the A/E is liable. The limit amount of the insurance shall be on a per claim basis.
- A. The required coverage is stated in the agreement.
 - B. If project funding increases, the required coverage amount may be increased by modification.

ARTICLE 6 TERMINATION AND SUSPENSION OF THE AGREEMENT

- 6.1 **Suspension.** CDB may suspend this agreement upon written notice. With any suspension of at least 12 months, the agreement will be subject to renegotiation. The A/E shall be paid for services performed prior to the suspension plus any reimbursable expenses then due.
- 6.2 **Termination for Convenience of the State.** CDB may terminate this agreement on ten (10) calendar days written notice to the A/E for the best interest of the State of Illinois. The A/E shall deliver to CDB all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the A/E in the performance of services under this agreement, whether complete or in progress, within a time prescribed by CDB in writing. The A/E shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due and other reasonable and unavoidable non-labor costs. Notwithstanding this, payments for work performed made previous to the termination are based on the assumption that the entire contracted scope of services will be performed. CDB reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the A/E, in order to establish a fair and reasonable amount of final compensation.
- 6.3 **Availability of Appropriation; Sufficiency of Funds.** This agreement is contingent upon and subject to the availability of sufficient funds. CDB may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this agreement have not been appropriated or otherwise made available to CDB by the State or the Federal funding source, (ii) the Governor or CDB reserves funds, or (iii) the Governor or CDB determines that funds will not or may not be available for payment. CDB shall provide notice, in writing, to the A/E of any such funding failure and its election to terminate or suspend the contract as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice, unless otherwise indicated.
- 6.4 **Termination for Cause.** If the A/E fails to perform any of its obligations under this agreement, CDB may, after ten (10) calendar days written notice during which period the A/E fails to perform such obligations, terminate the agreement. This shall be without prejudice to any other remedy CDB may have. CDB reserves the right to recoup any or all previous payments, or deduct from payments due the A/E, then or thereafter, for the cost of correcting such deficiencies with a completing A/E and, including but not limited to, the cost of additional A/E services made necessary by such failure to perform. CDB may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the A/E. If CDB's expenses in completing the agreement exceed the unpaid balance or the agreement sum, the A/E shall pay the difference to CDB.
- A. Should CDB terminate the A/E after bidding and prior to completion of the project, CDB shall not waive any claim it may have as a result of errors or omissions, except that the terminated A/E shall not be liable for any changes to the documents made by another A/E contracted by CDB to complete the project.

- 6.5 **Contract Ending Date.** The agreement shall terminate on the contract ending date as shown on Appendix A. Changes to the contract ending date will be done by written modification duly executed by the contracting parties.

ARTICLE 7 GENERAL PROVISIONS

- 7.1 **Governing Law.** This agreement shall be governed by the laws of the State of Illinois.
- 7.2 **Severability of Clauses.** It is agreed that the illegality or invalidity of any term or clause of this agreement shall not affect the validity of the remainder of this agreement, and the agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
- 7.3 **Waiver of Breach.** The waiver by either party of any breach of this agreement shall not constitute a waiver as to any other breach.
- 7.4 **Written Notice.** Written notice shall be deemed to have been given on the date of the postmark if sent through the U.S. Postal Service or other mail service, and on the date of transmittal if sent by fax or Internet E-mail. Any notice shall be sent to the last known business address of the recipient. If the intended recipient does not actually receive the notice, upon notice of same the sender must send a duplicate to the intended recipient within five days. When not actually received, timely notice must be established by the sender through competent evidence such as U.S. Postal Service records of registration, certification or certificate; or a fax machine-printed confirmation of receipt.
- 7.5 **Obligations Survive.** The obligations or duties imposed upon the A/E under the agreement shall survive any termination or closeout of the agreement.
- 7.6 **Successors and Assigns.** CDB and the A/E each binds itself, its partners, successors and assigns and legal representative to other party hereto and the partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.
- 7.7 **Independent Contractor.** The A/E is an independent contractor and in providing its services under this agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the agreement.
- 7.8 **Work of other Professional Service Firms and Contractors.** CDB reserves the right to execute other agreements in connection with the project.
- 7.9 **Indemnification.** The A/E hereby agrees to indemnify, keep and save harmless, CDB, the using agency and the State of Illinois and their respective board members, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees which are the result of an error, omission or negligent act of the A/E or any of its employees or agents arising out of or resulting from the performance of service under this agreement, except where such is due to the active negligence of the party seeking to be indemnified. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.
- 7.10 **Non-Assignment.** The A/E acknowledges that CDB is induced to enter into this agreement by, among other things, the professional qualifications of the A/E. The A/E agrees that neither this agreement nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of CDB.

- 7.11 **Fair Employment Practice.** The A/E agrees in performing this agreement to comply with all statutory employment requirements, including, but not limited to, the provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.).
- 7.12 **Record Keeping and Right to Audit.** In accordance with 30 ILCS 500/20-65, the A/E shall maintain, for a minimum of three (3) years after the completion of the agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the agreement. These records shall be available for the review and audit by CDB, the Auditor General, Chief Procurement Officer, or their designees. The A/E agrees to cooperate fully with any such audit and shall provide full access to all relevant materials. Failure to maintain the records required by this provision shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate records are not available, through some fault of the A/E, to support their purported disbursement. The A/E or consultant shall not impose a charge for audit or examination of the A/E's or consultant's books or records.
- 7.13 **Blank.**
- 7.14 **Confidentiality.** The A/E shall keep all information concerning the project confidential, except for communications incident to completion of the project between the CDB, the A/E, using agency, and the assigned contractors, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by CDB and communications in connection with filings with governmental bodies having jurisdiction over the design and construction of the project.
- 7.15 **Cooperation with CDB's Consultants.** The A/E agrees to cooperate with any consultant retained by CDB, but the A/E shall not be contractually responsible for such consultants.

ARTICLE 8 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- 8.1 **General.** Except as otherwise provided below, CDB will resolve disputes and its decision will prevail unless otherwise removed to a court of competent jurisdiction. Before any party files litigation it shall submit the dispute to ADR, and all parties and their subcontractors or agents who are involved in the dispute shall participate in the ADR. CDB expressly retains all rights under the Articles titled CDB Rights and Responsibilities and Termination and Suspension of the Agreement contained herein. CDB's exercise of its rights shall not be subject to ADR, but disputes concerning amounts due and owing are subject to ADR. Legal rights and remedies of any party that may be provided by law shall not be waived or tolled by participation in ADR, unless otherwise agreed in writing.
- 8.2 **Not a Cause for Delay.** CDB decisions or pending ADR shall not be cause for delay of the work. The A/E shall proceed diligently with the performance of this agreement and in accordance with CDB's decision whether or not the A/E or anyone else has an active claim pending. Continuation of the performance of this agreement shall not be construed as a waiver of any rights accruing to the A/E.
- 8.3 **Definitions.**
- A. **Dispute:** Any contested claim or matter growing out of the project or CDB's project contracts regarding payment or time for performance, but not including personal injury cases (including worker injuries), vehicle accidents, contractor-subcontractor matters in the nature of lien actions, employment matters, contract suspension or termination, contractor prequalification suspension, or any other action on prequalification.

- B. **Parties:** Parties to a dispute shall be defined broadly to include anyone who may have a stake in the dispute or whose participation is perceived as essential to resolution, whether or not there is a direct contractual relationship. Parties shall also include any other entity holding a contract with CDB whose performance of its contract relates in any way to the dispute or claim.
 - C. **ADR:** ADR is a process conducted with the assistance of a neutral person or persons the parties agree is unbiased and qualified to understand the dispute and make the determinations that may be required. Forms of ADR that may be utilized include, but are not limited to, mediation, mini-trials, a dispute resolution board, or resolution through expert opinion, but do not include arbitration or binding decisions.
- 8.4 **Cooperation.** In the event that disputes arise, CDB and the A/E agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. Litigation shall be considered as a last resort to be employed only when ADR methods fail. At the request of any party to a dispute, regardless of dollar amount, CDB and the A/E agree to cooperate in resolution by first conferring with the other parties and by submitting the matter to ADR. CDB and the A/E agree that ADR shall be a condition precedent to filing a Court action or administrative proceeding seeking economic recovery greater than \$25,000. When ADR is utilized, the A/E and CDB agree to have in attendance a person with actual authority to resolve the dispute. When approval of CDB's Board is required, CDB personnel shall be exempt from the requirement but shall notify all concerned at the earliest possible time when it is apparent the Board approval will be required for ultimate resolution. If the parties to the dispute cannot agree on a form for ADR or a neutral to facilitate the ADR, then CDB shall make the determination and its determination shall be final.
 - 8.5 **Sharing Expenses.** All parties to ADR shall share the expense of the neutral equally or on a pro rata basis if agreed. Individuals must bear their own costs such as travel expenses, attorney fees, or fees charged by consultant hired by the individual.
 - 8.6 **Subconsultants.** The A/E shall require its subconsultants to agree to and be bound by this provision.
 - 8.7 **Confidentiality.** All ADR procedures shall be strictly confidential. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation. In no event shall a mediator or other neutral party engaged to assist in ADR be deposed or called to testify in any subsequent litigation.

ARTICLE 9 STATUTORY REQUIREMENTS

- 9.1 **General.** The A/E shall comply with all State and Federal requirements governing the design of the project and this agreement. The A/E, in cooperation with CDB, shall review the project and determine if any of the statutory requirements apply.
- 9.2 **Federally Funded Projects.** Certain projects may be funded in full or in part with federal funds which may have specific restrictions. On federally funded projects, standards of the federal agency may supplement or take precedence. Special requirements for individual projects will be provided by the CDB PM.

ARTICLE 10 GENERAL SERVICES

- 10.1 **General.** The A/E shall provide the services indicated herein in accordance with the terms and conditions of the agreement.

- 10.2 **Design Criteria and Policies.** CDB has adopted certain design policies in force at the time of execution of this agreement that shall be incorporated into the A/E's basic services. A/E shall comply with all applicable design policies and submission requirements as set forth in the CDB Design and Construction Manual.
- 10.3 **Meetings.** The A/E shall be in attendance at, and record minutes of, all meetings required by this agreement throughout the course of the project as set forth herein. A/E shall distribute copies of meeting minutes to participants and other interested parties as directed by the CDB PM within seven (7) calendar days. A/E consultants shall attend each meeting as appropriate or as requested by the CDB PM.
- A. Orientation / Fee Negotiation
 - B. Design Submittal Review(s)
 - C. Pre-Bid
 - D. Pre-Construction
 - E. Construction Pay/Progress
 - F. Substantial Completion
 - G. Final Acceptance
- 10.4 **Monthly Progress Reports.** The A/E shall submit monthly progress reports of design/construction activities to the CDB PM. Failure to submit monthly reports may result in delay to A/E's progress payments. The report shall include:
- A. Activities completed and items pending since last report.
 - B. Projected progress.
 - C. Comparison of schedule and actual progress.
 - D. Decisions or information required.
- 10.5 **Site Surveys.** The A/E shall be required to provide or obtain surveys essential to the design and construction of the project as a basic service. A/E is responsible for obtaining its own benchmarks, location of utilities and topography information for establishing building and site improvements locations.
- 10.6 **Utility Agreements.** The A/E shall review each agreement between a public utility and the using agency to confirm that the proposed utility service capacity, equipment, entrance location(s) and routing path has been provided to meet the requirements of the project design. The A/E shall include all utility costs in the Proposed Project Cost Budget (PPCB) form at 100% design submittal.
- 10.7 **Permits.** When specifically directed by CDB, prior to the bidding phase, the A/E shall provide the local authority (or authorities, where more than one local authority has jurisdiction) with sufficient design documents as it may require for purposes of review and/or issuance of general building permits. A/E shall provide CDB with all review correction notices or comments issued by the local authority. When directed by CDB, A/E shall make corrections to the documents and resubmit to the local authority for review and/or issuance of permits.

A/E shall design to the standards necessary to receive permits from municipal, state and federal agencies having jurisdiction over any aspect of the project. (EPA, IEPA, Army Corps of Engineers, Water Reclamation Districts, etc.), and shall be responsible to submit for and obtain such permits.

- 10.8 **Application of Professional Seals.** Final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the architect, structural engineer or professional engineer responsible for the document or under whose supervision the document was prepared.
- A. Drawings, including record drawings, shall be sealed in the prescribed manner above.
 - B. For project manuals and technical reports the seal shall be provided by the design professional responsible for the overall coordination of the project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover, or on a separate signature sheet immediately following the table of contents.
 - C. CDB will waive the requirement for professional seal for asbestos abatement projects prepared by a Certified Industrial Hygienist (CIH), providing the CIH binds a copy of its valid IDPH issued license in the Project Manual immediately after the Table of Contents and provides two additional copies of the license to the CDB PM.

ARTICLE 11 PROJECT BUDGET AND ESTIMATING

11.1 Project Budget.

- A. The project budget is the total funding available for the project. Any changes to the project budget will be issued in writing by the PM. The construction budget indicated on Appendix A is the funds available for construction. The Design Budget indicated on Appendix A represents ninety percent, (90%), of the construction budget. The Base Bid design cannot exceed the design budget unless authorized in writing by CDB.
- B. The A/E shall use the Proposed Project Cost Budget form (PPCB), to show the distribution of the project costs.

11.2 Contingency Budget. Ten percent, (10%), of the construction budget shall be set aside for the project contingency. When appropriate, CDB may permit the base bid to be designed up to 95 percent of the construction budget for selected projects.

11.3 Alternate Bids. The A/E shall prepare the bidding documents to include all elements of the work. When the base bid design clearly exceeds the design budget, the A/E shall evaluate the components of the design and move any portion not essential to the function of the project to an alternate bid. All alternate bids shall be clearly identified on the PPCB form.

- A. Alternate bids may not be included in the project without permission of the PM.
- B. The A/E shall develop in conjunction with the using agency and the PM, an order of priority to be used in awarding alternates.
- C. When the base bid design fully accomplishes the scope of work, alternate bids that enhance the base bid qualifies for additional service compensation.
- D. CDB may negotiate an adjustment to the construction phase services fee for services not rendered as a result of not awarding any alternate.

11.4 Estimates. Estimates of probable construction costs shall be prepared at each stage of the project design phase. The A/E shall submit these estimates with each review submittal. Itemized and detailed final estimates incorporating all addenda are required prior to the bid opening. CDB reserves the right to cancel the bid opening if the estimate is not submitted prior to the bid

opening. The A/E shall be responsible for all costs incurred including re-bidding for failure to comply with the provisions of this Article.

ARTICLE 12 DESIGN PHASE

12.1 Programming.

- A. A project scope statement will be supplied by CDB for projects with a simple or well-defined scope. The scope may contain background and justification for the project and quantification of work items contained in the project. The project scope statement will define the project budget.
- B. For new construction and major rehabilitation projects, CDB may provide a program statement describing proposed program activities, space requirements, and equipment needs.
- C. In the event a program statement is not provided by CDB and programming is required from the A/E, it will be considered as an additional service with compensation negotiated.

12.2 Moveable Equipment. The responsibility for specifying, purchase and installation of moveable equipment is that of the using agency and the Department of Central Management Services.

- A. The A/E shall cooperate by providing the using agency with dimensional, color finish, etc. information necessary to specify any equipment not included in the CDB project.
- B. A/E will be compensated with Additional Services for any design and specification related to moveable equipment requested by CDB beyond that described above.

12.3 Telecommunications, Technology and Audio/Visual. Telecommunications, technology and audio/visual equipment for State facilities generally falls under the jurisdiction of the Department of Innovation and Technology. The PM and using agency will instruct the A/E when/where outlets, conduits, wiring, etc. are to be included in the CDB project. Coordinate with Utility Company and other agencies.

12.4 Program Analysis.

- A. Review and coordinate the data contained in the project scope statement, consult with designated representatives of CDB and the using agency when required and visit the project site to obtain a thorough understanding of the existing conditions and the project.
- B. Provide a program analysis report containing the coordinated project scope supplemented by all other information necessary to form a complete basis for the project design. Including field verification of any information provided by CDB and the Using Agency.
 - 1. For remodeling projects, A/E shall provide a statement of the status of asbestos inspections and/or abatement. The A/E shall review the asbestos inspection report and/or management plan, where available, and note any possible disturbances of asbestos-containing materials as a result of the project. Provide a listing of the type and quantity of materials tested positive that will be disturbed. Note also, any materials listed as "assumed" to be positive for containing asbestos and indicate the quantity of samples proposed to be taken and sampled to verify the assumed condition. CDB Form 9 as provided in the CDB Manual for Statewide Asbestos Surveys (most current edition) is an acceptable format for this purpose.

2. Opinion of probable construction costs including asbestos abatement in scope itemization format. Include CDB CAF (3.0%), and 10% contingency budget.
 3. Estimated duration of project construction schedule including asbestos abatement.
- C. Resolve, in consultation with CDB and the using agency, any discrepancies in the project scope or budget prior to proceeding to the applicable design phase as set forth in the project schedule as indicated on Appendix A of the agreement.

12.5 Schematic Design.

- A. Based on the program analysis, A/E shall prepare up to three (3) design studies for review and consideration by CDB and the Using Agency. Design studies may include written descriptions and alternatives, drawings and other documents as appropriate.
- B. Cost estimates for each schematic design study shall be provided.
- C. Upon review and comment of the schematic design by CDB and the Using Agency, the A/E shall proceed to the applicable design level for one of the proposed designs as modified by any comment during the review.

12.6 Design Development.

- A. Prepare design development submittal based on the program analysis and accepted schematic design if included in the agreement. Submittal shall illustrate the resolution of all building and site elements.
- B. A/E shall not proceed beyond design development phase until provided with a written statement properly endorsed by CDB and the using agency signifying acceptance of the proposed design. Acceptance statement shall include all agreed upon revisions to the design submitted.

12.7 Bidding Documents.

- A. Prepare bidding documents consisting of Project Manual, Bid Form(s), and Drawings based on the accepted design development submittal, including all agreed upon revisions, in a form suitable for public bidding of contracts in conformance with the Illinois Procurement Code, and CDB Rules and Regulations.
- B. Documents shall be submitted and reviewed at the stages of completion as set forth in Appendix A. Each submittal will contain, (at a minimum) the Project Manual, Drawings, detailed cost estimate and PPCB form.
- C. Additional information to be submitted to the CDB by the 100 percent bidding documents submittal includes the final code analysis/regulatory review action checklist, copies of all permits and approvals, proposed list of critical work, explanation of factors used in determining specified construction duration and executed utility agreements, as applicable.

12.8 Review Process.

- A. Submit documents for review as required by the agreement. The A/E shall provide up to ten (10) sets of review documents for CDB and using agency for each review. CDB shall reimburse A/E for additional review sets.

- B. Following the reviews, the A/E shall respond to the PM in writing to all review comments and questions within 14 calendar days.

ARTICLE 13 BIDDING PHASE

- 13.1 **General.** All bidding documents require the approval of CDB prior to the A/E printing and distributing documents to the public. Upon approval, the A/E shall sign, seal and date all drawings and the project manual with the same date. Dates shall reflect the most recent state of completion.
- 13.2 **Official Advertisement for Bids.** The Illinois Procurement Code 30 ILCS 500/1 requires that contracts shall be advertised at least fourteen (14) calendar days before the bid opening. The A/E shall provide type of contract(s) to be bid and estimate information necessary for the advertisement to the CDB PM.
- 13.3 **Document Distribution.** The reproduction and distribution of bidding documents is the responsibility of the A/E. The A/E shall maintain an accurate record of all vendor provided printing costs. "In-House" printing of bid sets is permitted when included in the agreement.
 - A. The A/E shall distribute bid documents to all interested bidders, subcontractors, suppliers, etc.
 - B. Plan holders shall make a reasonable plan deposit, (as determined by the A/E with PM concurrence), or be a member of a non-cash deposit program in accord with the advertisement for bids. The A/E shall comply with all CDB supported non-cash deposit programs. The plan deposit may be cash or company check. Plan holders that return bidding documents within forty-five (45) calendar days of the bid opening shall have their deposit returned to them. The A/E will return the deposit within 10 days of receipt of bidding documents if the plans are in good reusable condition. The contractors awarded the work shall not be required to return their bidding documents but their deposits shall be returned to them. An accurate record of all deposits shall be kept by the A/E and submitted to the PM. All deposits not returned shall be credited to the A/E printing reimbursable account and reported with the A/E's regular pay requests.
 - C. Plan holders shall not be charged handling and postage to obtain bidding documents for the number of sets included in Appendix A of the agreement. Additional sets above the number listed in Appendix A shall be a reimbursable to the agreement. Postage to return documents shall be at the plan holder expense.
 - D. The following individuals and offices shall receive the bidding documents, or portions of the bidding documents as directed by the project manager. These individuals and offices shall be listed on the plan holder lists.
 - 1. **Dodge Plan Rooms.** The A/E shall send one complete set of bidding documents to the F.W. Dodge Corporation Plan Room in Springfield, IL. Projects located in the northern region shall also be filed at the Chicago office. Projects located in the southern region shall also be filed at the St. Louis Area office.
 - 2. **Other Plan Rooms.** All participating plan rooms are listed on the CDB Website under Procurement Opportunity Information, General Bid Information.

3. **CDB Offices.** Bidding documents shall be distributed at the time of public distribution to various CDB personnel and sections as listed below:
 - a. PM - one set of bidding documents, PPCB, plus detailed estimate.
 - b. CDB Fair Employment Practices Technician - one project manual
 - c. Construction Technician - one printed set of bid drawings along with one set of drawings and project manual on compact disk (CD).
 - d. CDB Contracts unit – one project manual, detailed estimate and PPCB.
 - e. CDB Bid Receiving Office (other than Springfield) - one project manual, and PPCB plus one detailed estimate.
 4. **Using Agency.** Two sets of bidding documents.
- 13.4 **Plan Holder Lists.** Periodically, the A/E shall submit the list of plan holders, including address, telephone number, and contract(s) the plan holder intends to bid to the PM. A list of plan holders shall be submitted to the PM for verification of contractor's pre-qualification no later than seven (7) calendar days prior to the bid opening date. A/E shall submit a final list of plan holders to the PM and CDB Bid Officer on each day bids are received.
- 13.5 **Addenda.** The A/E shall prepare all required addenda.
- A. All addenda, including all revised drawings and sections, must be approved by the PM prior to distribution. A/E shall allow sufficient time for CDB review and acceptance of each addendum.
 - B. Plan holders, CDB and the using agency shall receive copies of all addenda.
 - C. Pre-bid conference minutes and bid tabulations are not to be issued as addenda.
- 13.6 **Bid Openings.** The A/E shall attend all bid openings for the project unless specifically excused by the PM.
- A. A/E shall provide bid results to all parties that require the information. CDB will provide A/E with one set of bid tabulations at the bid opening. In the event the PM excused the A/E from attending the bid opening, the PM will telefax the bid tabulations to the A/E.
 - B. For projects that have a coordinating contractor, A/E shall provide the assigned contractor bid tabulations to the coordinating contractor bidders within two (2) business days. These bid tabulations are to be issued for informational purposes only and shall not be issued as an addendum.
- 13.7 **Bid Analysis.** A/E shall provide assistance to CDB to identify the apparent successful bidder or bidders.
- A. Review all product substitutions submitted in accordance with procedures set forth in Standard Documents for Construction and provide CDB with a written recommendation to accept or reject the proposed substitution.
 - B. Review all unit prices submitted and provide written recommendation or rejection.
 - C. Bids submitted that fail to acknowledge all addenda issued shall be reviewed. A/E will be requested to attest that, in the A/E's opinion, the addenda not acknowledged is, or is not, work related for that particular contract.

- D. Bids submitted that contain additional verbiage applied by the bidder shall be reviewed. A/E will be requested to attest whether, in the A/E's opinion, the additional verbiage does or does not constitute a qualifying statement.
 - E. When lowest bid received differs substantially from all other bids received, A/E shall contact the low bidder and review the bid as it pertains to the requirements of the project. Report findings to the CDB Project Manager in writing.
 - F. When single bids are received, A/E shall provide the CDB Project Manager with a written explanation of all efforts used to obtain bidders and include an informed opinion addressing the suspected reason(s) a single bid was received.
- 13.8 **Contract Award.** CDB will notify the A/E and all successful bidders of our intent to award a contract by copy of the Notice of Award (NOA) letter.
- 13.9 **Presumption of Award.** A/E shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by CDB.

ARTICLE 14 CONSTRUCTION PHASE

- 14.1 **General.** The A/E shall perform administrative duties during this phase of the project.
- 14.2 **CDB's Representative.** The A/E shall consult and advise CDB and act as CDB's representative as provided in the Standard Documents for Construction and herein. CDB's instructions to the contractors may be issued through the A/E who shall have authority to act on behalf of CDB to the extent provided in this document and the Standard Documents for Construction.
- 14.3 **Construction Documents.** The A/E shall issue documents stamped and dated "Issued for Construction" to the contractors. A/E shall include all addenda issued during bidding within the documents.
- A. Each contractor will receive construction documents in quantity as determined by CDB up to a maximum of six sets. The contractor may purchase additional sets for a charge to cover reproduction and handling.
- 14.4 **Contractor Submittals / Shop Drawings, Product Data, Samples.**
- A. A/E shall review and monitor all required submittals for timeliness and conformance with the contract documents and project schedule. A/E shall review and respond to submittals within 14 calendar days.
 - B. Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.
 - C. The A/E shall only review those materials and equipment specified in the contract documents. The A/E shall not make changes in the contract requirements through the review of submittals. The contractor may not submit and gain approval of material substitutions through the shop drawing review process.
 - D. If in reviewing the submittal the A/E determines that contract changes are required, notify the CDB PM and request approval of the required changes prior to returning the submittal to the contractor.

- E. No activity requiring review of submittals shall be commenced without A/E approval. The A/E shall notify the contractor to cease the activity until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.
 - F. The contractors are responsible for any applicable licensing with the appropriate authority in accordance with the Contractor Licenses Section of the Standard Documents for Construction. The A/E shall receive and review all applicable licenses prior to that contractor or tradesman commencing any work. Evidence of proper licenses shall be forwarded to the CDB PM. The A/E shall not knowingly allow any work to commence or accept any work installed by a non-licensed firm or tradesman where licenses are required.
- 14.5 **Contractor's Schedule of Values (CSV).** The A/E shall review the CSV form for each contractor to ensure each item of work required for the contract is indicated and all values are expressed in separate line item costs for material and labor prior to any contractor making application for payment.
- A. The Standard Documents for Construction requires that a percentage of the work be performed by the contractor's own forces. The A/E shall reject any contractor's schedule of values that does not comply with this requirement.
 - B. The A/E and CDB must approve all changes to the CSV subsequent to the initially approved document.
- 14.6 **Construction Schedule.** The A/E shall review the schedule for conformance with the contract requirements.
- 14.7 **Contractor Stored Materials.**
- A. The A/E shall attest to the existence of any stored materials, its protection and identification in accordance with the Contract Documents by initialing the appropriate item on the Stored Material Log, (SML).
 - B. CDB will compensate the A/E for travel and review time to inspect off-site stored materials at the hourly billable rate for on-site representative up to a maximum of eight (8) hours total. A/E is not required to inspect materials stored at any location which cannot be inspected within this compensation limit. A/E shall reject contractor requests for stored material inspection and payment until such time the contractor moves the material to a location within the compensation limit.
- 14.8 **Interpretations.** When requested by CDB or a contractor, the A/E shall provide interpretation of the contract documents. A/E shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. A/E shall expedite all interpretations in such a manner as to not adversely affect the project schedule or sequence of work and to avoid the potential for a claim by the contractor.
- 14.9 **Claims and Disputes.**
- A. A/E shall record any observed occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the CDB PM. A/E shall enter the claim or dispute into a claims log and provide a current copy of the log to CDB at each monthly progress/pay meeting.
 - B. A/E shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. A/E shall provide a written response,

interpretation and recommendation for resolution to the claimant and CDB. CDB shall make a final determination on all disputes unless removed to ADR and/or the Courts.

- C. While work is in progress, A/E shall observe, measure and verify costs incurred that are related to the dispute. Immediately notify the CDB PM if additional on-site representation is required to monitor the disputed work.

14.10 **Change Orders.**

- A. Only the CDB PM can authorize the A/E to prepare a Request for Proposal/Change Order (RFP/CO). The A/E shall prepare an RFP/CO for each contract affected by the proposed change.
- B. The A/E shall prepare each RFP/CO including supplemental drawings and/or specifications to fully describe the change in the work. When requested by the CDB PM, the A/E shall submit a cover letter to the change order package explaining the need for the contract change.
- C. The A/E shall review the contractor's proposal for completeness and conformance with the RFP/CO and contract documents. Where change orders require additional clarification or additional back-up, the A/E shall obtain such information from the contractors prior to forwarding the change order package to CDB.
- D. The A/E shall recommend issuance of a change order to CDB. Recommending issuance shall mean that the A/E has reviewed all quantities, prices and other data in the contractors' proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.
- E. When applicable, the A/E shall be responsible for obtaining the signatures of the coordinating contractor and using agency representative prior to forwarding the change order package to CDB.
- F. When requested by CDB, the A/E and any consultants shall be required to attend Board meetings to explain any change orders presented for Board approval.

- 14.11 **Contractors' Record Drawings.** The A/E shall observe the contractors' record drawings at intervals appropriate to the construction, or not greater than every thirty (30) days. Notify CDB of any contractor's apparent failure to maintain up-to-date records in accordance with the contract documents.

- 14.12 **Periodic Site Visits.** As a basic service of this agreement, the A/E shall make periodic site visits as set forth herein and as reasonably necessary in accordance with the complexity of the contracted work and the scheduled construction activities. The A/E shall observe the construction operations and report on the progress and quality of the work being performed to determine, in general, that the work is proceeding in accordance with the approved construction schedule and that the materials, finishes and workmanship are in accordance with the contract documents.

The A/E is required to conduct periodic site visits when contractors are present on the site and installing their respective trade work. Site visits shall be made by appropriately experienced personnel with specific knowledge of the requirements of the project as designed and specified. Unless otherwise agreed, minimum site visits shall be as set forth below for each trade contract included in the project through substantial completion providing sufficient work is being performed. When minimal work is being performed, the A/E may make one all-inclusive project site visit in addition to the services provided in Article 14.12 B.

<u>Fee Group</u>	<u>Combined Work</u>	<u>General</u>	<u>Combined Work</u>	<u>MEP</u>
1 (R or N)	2 visits/month		4 visits/month	
2 (R or N)	2 visits/month		2 visits/month	
3 (R or N)	1 visit/month		1 visit/month	

- A. Combined General Work shall include demolition, civil and structural work. Combined MEP Work shall include mechanical, electrical, and plumbing systems work including, derivative specialty systems such as temperature control, building automation, fire alarm etc.
- B. Payment and Pay/Progress meetings are a basic service and are not compensable as a reimbursement expense, but are permissible in fulfilling the requirements of Article 14.12 providing:
1. Contractors are present on site and installing their respective trade work.
 2. Observation is provided by appropriately experienced personnel with specific knowledge of the requirements of the project.
 3. Observation reports are filed in accordance with Article 14.14.
- C. CDB shall be notified immediately if, in the A/E's opinion, the materials, finishes and/or workmanship does not conform to the contract documents, requires special inspection or testing (beyond the specified requirements), or has been disapproved or rejected by the A/E.
- D. The A/E and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the project.

14.13 On-Site Representative.

- A. When included in the agreement as a reimbursable service expense, the A/E may provide one or more representatives on-site to facilitate the progress of the project and report on special conditions and critical installations as delineated herein. The duties of the on-site representative are exclusive of Article 14.12 and are limited to:
1. Observe installation of critical systems or components as set forth in Article 15.
 2. Observe and verify installed quantities of material specified in the project as an allowance.
 3. Observe specified field tests and CDB approved special testing recommended by A/E as a result of observations provided in Article 14.13.
 4. When specifically requested by CDB, or by a contractor with CDB concurrence, provide field clarification of document interpretations issued in accordance with Article 14.8.
 5. Observe, measure and verify costs incurred by contractors related to any disputes or claims.
 6. Prior to commencing the construction phase, A/E shall submit the name, resume', and DWE for each proposed on-site representative to the CDB PM for

approval. CDB shall provide written acceptance or rejection of each person proposed.

14.14 Observation Reports.

- A. A written report shall be submitted to the CDB PM for each site visit made under basic services and each on-site representative's visit. Each report shall be clearly identified as being provided as either a periodic site visit (14.12), or as an on-site representative site visit (14.13). Reports shall be submitted in a timely manner as the construction activity dictates. In no case shall submission interval exceed seven (7) days from the date of the site visit. CDB shall not provide any reimbursement for on-site representative visits without an observation report.
- B. CDB may withhold a portion of the construction phase fee if the A/E fails to provide observation reports as set forth herein.
- C. When directed by the CDB PM, the A/E shall provide copies of reports to the coordinating contractor, assigned contractors and using agency representatives.

ARTICLE 15 COMMISSIONING

- 15.1 A/E shall specify all tests required for all systems, equipment and devices to be tested. Specify testing procedures as appropriate. A/E shall witness tests, review and evaluate test reports and notify CDB promptly of any deficiencies. A copy of all test results shall be provided to CDB and the Using Agency.
- 15.2 A/E shall advise the CDB PM and using agency regarding on-site representation for observing specific work critical to the success of the project. A/E shall compile a list of work they have determined to be critical and submit it for CDB and using agency review at the 100% completion stage of design. The submittal shall include justification of the need for on-site representation, the A/E staff responsible for observing the work and an estimate of the duration/frequency of the observation with the resulting cost and overall impact on the on-site representation budget as indicated in Appendix A.
- 15.3 CDB, A/E and using agency will reach consensus regarding the submitted critical work list and advise the awarded contractors of the list at the Pre-Construction Meeting so that the A/E can be sufficiently notified and make arrangements for on-site representation.
- 15.4 A/E shall attest that each contractor, as required by the contract documents, perform a thorough and systematic performance test and start-up of their respective work. Each general, mechanical, electrical and fire suppression element and the total system shall be tested in the presence of the A/E, all appropriate consultants, and the using agency prior to substantial completion of the project. When requested, and if not previously provided in the contract documents, the A/E shall provide the contractor with all design criteria and system design/operation concepts to facilitate performance testing and start-up.
- 15.5 The A/E shall provide a report to CDB and the using agency that they have observed the performance testing and start-up process, and that each contractor has demonstrated that all systems comply with the requirements of the contract documents. The report shall include any changes and/or reconfiguration which may have occurred during the performance testing and start-up process.
- 15.6 The A/E shall attest that each contractor required by the contract documents provide the specified training of the using agency's designated personnel prior to substantial completion. The A/E shall

attend the training sessions to observe and provide any input into the operation and maintenance of the systems as designed.

ARTICLE 16 PROJECT CLOSEOUT PHASE

- 16.1 **General.** The A/E shall be responsible for certifying the completion of all contracts.
- 16.2 **Notification and Preliminary Inspection.** The contractor shall provide written notification to the A/E that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The A/E shall then make a preliminary inspection of the work and preliminary punch list. If A/E is in agreement with the contractor, notify the CDB PM that a substantial completion inspection meeting is warranted.
- The A/E shall prepare the certificate of substantial completion with the completed punch list and forward the package to the coordinating contractor and each assigned contractor.
- 16.3 **Guarantees, Warranties and Bonds.** At substantial completion, the A/E shall obtain from the contractors and assemble all guarantees, warranties, maintenance data and bonds. Check for coverage, start date and duration in accordance with the contract documents before forwarding to the using agency. The A/E shall obtain and deliver to the CDB PM a signed receipt for all materials turned-over to the using agency.
- A. The A/E shall obtain from each contractor a final list of all suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.
- 16.4 **Materials and Equipment.** The A/E shall confirm that all extra materials and equipment specified in the contract documents which are the property of CDB are properly identified, delivered and stored as specified. A/E shall obtain and transmit signed receipts of such deliveries by the contractor to the authorized agency or the using agency accepting the delivery. Proper identification shall include the CDB project number, project specification number, description of the item and its purpose for use, name, address and phone number of the contractor that provided the item.
- 16.5 **Notification and Final Inspection.** Upon contractor notification, the A/E shall make an inspection of the completed work. If the A/E is in agreement with the contractor that all of its work is complete, the A/E shall notify the CDB PM that a final acceptance meeting is warranted.
- A. When the work is confirmed as finally accepted by the A/E and CDB, the A/E shall prepare and issue a Certificate of Final Acceptance to each contractor.
- B. The A/E shall expedite the closeout and final payment for each contractor as they complete their contractual obligations.
- 16.6 **Contractor Final Payment.** A/E shall process and certify final payment including retention only after all items of the contract are completed. A/E shall ensure that the final pay request package is complete in accord with the contract prior to forwarding to CDB.
- A. A/E shall obtain from the contractor all releases, waivers of lien, and the contractor's final declaration form (CDB Form CFD).
- B. A/E shall reconcile all waivers and provide a statement of final accounting to CDB when the final waivers are not for the full amount of the subcontract.

- C. The A/E shall complete a Contractor's Performance Evaluation (CPE) and forward this along with the contractor's final pay request to CDB.
 - D. The A/E shall acknowledge receipt of the contractor's record drawings on the contractor's final closeout package (CFCP) form. This form shall be used as a checklist of the required documentation for closeout and it shall be transmitted with the contractor's final pay request to the CDB PM.
- 16.7 **Nine Month Inspection.** CDB will notify the A/E, who shall make arrangements with the using agency for an inspection of the contracted work nine months after substantial completion of the project. The A/E shall provide a written report of the inspection to CDB and the using agency within seven (7) calendar days. CDB shall notify affected contractor of any corrective action noted in the report.
- 16.8 **A/E Closeout.**
- A. Prior to CDB processing A/E's final payment, A/E shall submit to CDB two sets of revised contract documents labeled "Record Construction Drawings," which show all changes reported by the contractor(s), and all changes made by change orders, addenda, and clarifications made by the A/E during construction. Documents shall be submitted in electronic format. One blackline paper copy may also be submitted for use by the Using Agency's on-site personnel. Verify requirement with the CDB PM.
 - 1. A/E shall provide a statement on the cover sheet certifying the following: "With this seal, we do hereby certify that no asbestos-containing materials were specified or approved for the construction identified within these documents."
 - 2. For asbestos abatement projects and other projects that included asbestos abatement, the A/E shall complete an Asbestos Abatement Project Summary Report and forward it to the CDB PM. The report format can be found in the Appendix 5 of the Design and Construction Manual – "Project Manual Workbook for Asbestos, Lead, UST and PCB".
 - B. A/E final payment is dependent upon final resolution of any fee adjustments required of CDB and/or required by the agreement.
 - C. A/E shall submit final payment under letterhead cover addressed to the CDB PM. Cover letter shall indicate that A/E takes no exception to CDB de-obligating un-used reimbursement funds without written modification duly executed by the contracting parties to the value indicated on line 11.K. (Do not pay line) of the Invoice-Voucher Form. A/E shall indicate specific amounts waived in line items B. (Additional Services), E. (On-Site Representative Compensation), and F. (Reimbursable Expenses) as applicable.

ARTICLE 17 CDB DESIGN DISCLOSURES AND CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: A/E certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 17.1 **IDFPR Filing.** The A/E certifies the firm has complied with the necessary filing requirements of the Illinois Department of Financial and Professional Regulation, both individually and as a corporation or partnership.
- 17.2 **SOS Filing.** The A/E certifies the firm to be in good standing with the Illinois Secretary of State.

- 17.3 **Conformance with QBS Act.** The parties to this Agreement hereby certify that this Agreement is made in conformance with the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1 et seq.) and further agree that additional selections relevant to this Agreement and subject to that Act shall also be in compliance.
- 17.4 **Solicitation of State Employees.** The A/E and consultant(s) shall notify CDB's Ethics Officer if it solicits or intends to solicit for employment any of CDB's employees during any part of the procurement process or during the term of the contract.
- 17.5 **A/E Disclosure.** The A/E shall provide CDB copies the A/E's completed and signed CDB Certifications, and the A/E's completed and signed CDB Disclosure Forms when submitting the signed contract. The Disclosures and Certification forms shall be submitted to CDB electronically as separate PDF documents.
- 17.6 **Consultant Disclosure.** The A/E shall submit on the attached Appendix B the names and CDB issued identification (ID) numbers (prequalification ID number or registration ID number) of all consultants. For all first tier consultants with a subcontract value greater than \$50,000 to be utilized by the A/E in the performance of this contract and any lower tier consultant with a subcontract value greater than \$50,000 and where the A/E retains the right to approve and/or make payments for work, the A/E shall provide CDB copies of the consultants' completed and signed CDB Certifications, and the consultants' completed and signed CDB Disclosure Forms within twenty (20) days of execution of this contract or of the subcontract, whichever is later. Each of the two documents shall be submitted to CDB electronically as separate PDF documents. The subcontract shall include reference for compliance with Illinois Procurement Code 30 ILCS 500/20-120. The A/E shall promptly notify CDB in writing of any additional or substitute consultants meeting the above criteria hired during the term of this contract (names, addresses, expected contract amount and CDB ID nos.). No work can be performed by these subcontractors until the Certifications and Disclosure documents have been reviewed and approved by the State Purchasing Officer.

SCOPE OF SERVICES

CDB PROJECT NO. 810-058-032

The scope of work provides for upgrading the HVAC system in Neal Hall including replacing boilers, controls, hot water pumps, connecting to the geothermal system, and installing associated components and ductwork. The scope of work also provides for renovating Neal Hall including replacing ceilings, lighting, lighting controls, and flooring; providing door access controls; replacing windows; repairing damage from water infiltration; replacing interior wall coverings and painting; providing electrical and data in the common areas; installing ADA work and eye wash stations in the science labs; replacing casework in the art studios/labs; installing exhaust fans in the kiln room; modifying the dark room area including removing the revolving door; and exterior upgrades including tuckpointing, upgrading the front entrance, hardscape, and landscaping.

17.7 Endorsements. This Agreement may be executed in any number of counterparts, each of which may be deemed an original. The following documents and attachments are included in this Agreement:

A. Documents:

1. Design and Construction Manual dated March 2009
2. Supplement to Design and Construction Manual dated January 2013
3. Standard Documents for Construction dated March 2009

B. Attachments:

1. Appendix A - Compensation Rates & Schedule
2. Appendix B - Consultants
3. Appendix C - Standard Certifications
4. Appendix D - Standard Disclosures
5. Project Scope/Program Statement

This Agreement, together with the above attachments, constitutes the entire Agreement between the two parties superseding all previous understandings and agreements with respect to this project. Except as provided herein, this Agreement may be amended only by a written instrument signed by both parties.

In Witness Whereof, this Agreement has been duly made by the parties on the date last signed below.

Firm Name: Hanson Professional, Inc. Using Agency: _____
 By: [Redacted] BY: _____
 Printed Name: Thomas E. Bartolomucci Using Agency Authorized Representative
 Title: Senior Vice President Date: 2/25/20 Printed Name: _____
 ATTEST: [Redacted] 2/25/20 Capital Development Board:
 *Corporation/ BY: _____
 Executive Director Date
 Printed Name Jim Underwood
 Project Number: 810-058-032
 Contract Number: 20041610

STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: Hanson Group Inc.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: 37-1301332

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: February 17, 2020

APPENDIX A- PA/SD ONLY

A/E NAME: Hanson Professional Services Inc.

CDB PROJECT NO: 810-058-032

CONSTRUCTION BUDGET: \$4,594,200.00

CONTRACT NO: 20041610

DESIGN BUDGET: \$4,134,780.00

A	Basic Services Fee	\$78,520.00	
B	Additional Services	\$0.00	
C	Const. Administration Fee, CAF	\$2,300.00	
	Total Items A, B, C		\$80,820.00
D	Overhead & Profit Multiplier (Items B & E)	2.875	
E	On-Site Representative Reim		\$0.00
F	Reimbursable Expenses		

1	Print Bid Documents in excess of 0 sets	\$500.00	
2	Contractor assistance	\$1,000.00	
	Total Item F:		\$1,500.00

PROJECT SCHEDULE

Program Analysis/Schematic Design	8 weeks
Design Development Phase	TBD
100 % Design	TBD
Bid Document Release	TBD
Prime Bid	TBD
A/E Substantial Completion	TBD
A/E Final Acceptance	TBD
A/E Contract Completion Date	9/30/2023

(Excluding CDB and Using Agency review and final disposition of review.)

BASIC SERVICES FEE PAYMENT SCHEDULE

Program Analysis	11%
Schematic Design	9%
Design Development	13%
Bid Documents	34%
Bid Phase	4%
Construction Phase	22%
Construction Close-out	7%

TEB
2/25/20
BSN
2/26/2020

FOR CDB USE ONLY:

Total Contract Obligation (A + B + C + E + F) \$ \$82,320.00

Rev. July 2009

Attachment A1 - Appendix A Clarifications

Compensation negotiated according to procedures set forth in the CDB Centralized Fee Negotiation Handbook, dated March 2009. Group Classification: 2R

Reference Item A. Basic Services:

The Basic Services fee provides for the design services necessary to accomplish the scope of work defined for this project. Other expenses such as Additional Services, CDB - CAF, On-site Representative Reimbursable Allowance and Reimbursable Expenses, if applicable, are separately described. All are summarized in Appendix A and some further explained below. See Note A, below, and following pages as referenced.

Reference Item E. On-Site Representative:

The on-site representative allowance indicated is for budget purposes only. CDB will pay the actual DWE of the representative times the multiplier indicated. A/E to provide resume of each proposed representative and evidence of their DWE to the CDB PM prior to the Construction Phase of the project. CDB shall provide written acceptance or rejection of the proposed representative.

A/E to monitor the on-site compensation budget and may request (in writing) additional on-site compensation funds from the CDB PM in the event a shortfall is anticipated. Such request shall not be made prior to expending 90% of the compensation budget.

A/E is required to provide 2 General and 2 MEP visits per month as a part of the basic services.

Reference Item F. Reimbursable Expenses:

1. Printing: \$500 (for bid sets or any review sets in excess of 10 sets)
2. Contractor Assistance: \$1,000 (Masonry Investigation)

Reference Project Schedule:

Any reference to 95% or 100% construction documents shall be interpreted to mean complete construction documents but which have not yet been given final review and approval by CDB and the Using Agency and are not yet signed, sealed and released for construction. The Contract Ending Date is the date that the A/E contract will terminate.

Note A

Until otherwise amended, services under this agreement are limited to Program Analysis / Schematic Design Services as further delineated (with notable exclusions) in the A/E's proposal letter of February 4, 2020. The proposal letter (5 pages) follows.

TEB
2/25/20
BJN
2/26/2020



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

February 4, 2020

Via Email brad.nell@illinois.gov

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

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

Dear Mr. Nell:

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

This proposal is for Program Analysis and Schematic Design services only.

Project Understanding:

1. Overview: Lake Land College (LLC) desires to make upgrades to lighting, windows and HVAC system, including boilers, controls, hot water pumps and connections to the geothermal system. Neal Hall is a 46,282 square foot, one story building established in 2000.

The project will consider the (potential) work enumerated below. An objective of the Program Analysis / Schematic Design services will be the prioritization of the construction scope in consideration of funds available for construction.

- HVAC system upgrades:
 - Replace boilers
 - Condition survey of mechanical systems
 - VAV boxes replacement
- Controls system upgraded
- Ceiling replacement and lighting:
 - Overall lighting to be replaced with LED including bathroom lighting.
- Replace carpet throughout building.
- Windows to be assessed and improvements made to address apparent window leaking.
- Modifications to door and lighting in darkroom
- Science Lab upgrades (Rooms 105 and 106)
- Sealed concrete floor installed in Room 110

- 2 -

- VersaPro walls in classrooms
- Landscape improvements
- Exhaust Fans replaced in Kiln room
- Building security improvements (potential Alternate Bid Item)

2. Scope of Professional Services Consultant's services

Program Analysis and Schematic Design Services

Services will be provided in accordance with CDB's Design and Construction Manual and will be limited to the following:

HVAC PA / SD

- Review original building drawings and Geothermal renovation drawings.
- Review Geothermal system trend data (to be provided by LLC).
 - (To be based on well field sizing design provided by LLC. Campus wide geothermal analysis is not included.)
- Evaluate Geothermal Heating / Chilled water plants
 - Assess building heating and cooling loads and consider with LLC what heating and cooling issues they have experienced. Energy model and load model are not included.
 - Determine new heating plant equipment options to integrate with existing cooling equipment.
 - Assess piping and pumping to support new configuration.
 - Evaluate heating coil replacements for Air Handlers and VAV boxes
 - Assess sizing of geothermal piping into building to serve heating demand.
 - One site visit.
- Ventilation
 - Perform ventilation calculations to verify compliant ventilation rates for air handlers.
 - Size replacement exhaust fans for entire facility, including kiln room exhaust fan. (It is understood there will be no changes to fume hoods or fume hood controls.)
 - Evaluate modifications to front office ventilation for comfort.
- Controls
 - Review with controls vendor the adaptability of the existing campus front end software to support the proposed changes at Neal Hall.
- Schematic Drawings of first and second floor mechanical rooms.

Plumbing and Fire Sprinkler System

- Plumbing
 - Assess ADA compliance for lab eye wash stations and coordinate findings with Architect.
 - Consider plumbing in association with casework improvements.
- Fire Sprinkler System
 - Existing building is sprinklered. No modifications to the sprinkler system are included.

Electrical PA / SD

- Site visit and survey
- Review existing drawings

- 3 -

- Evaluate existing lighting systems
- Evaluate existing power distribution system
- Provide photometric analysis, preliminary lighting selections and preliminary layout
- Coordinate power system with plans for new mechanical equipment
- Analyze existing electronic access control system and provide basis of design and OPCC for extending to Neal Hall.
- Provide basis of design, minimum design requirements, and OPCC for Electrical Work.

Landscape Architecture (to be provided by Massie Massie and Associates)

- Evaluation of existing site conditions including site pavements, site furnishings, trees, turf areas and other plant material.
- Diagrammatic plan to convey site improvement recommendations including:
 - Building entry areas
 - Site furnishings
 - Trees and other plant material for shade, screening, and overall environmental quality
- Narrative describing proposed improvements
- Opinion of construction cost

Architectural PA / SD (to be provided by Bailey Edward Design)

- Site investigation/evaluation of exterior windows to consider potential source of water damage.
- Site investigation/evaluation of exterior walls.
- Site verify existing spaces affected by scope of intended construction.
- Quantify and evaluate material and labor budgets for:
 - New countertops and associated casework (Labs).
 - New carpet tile, rubber base, sealed concrete floors.
 - Acoustical ceiling tile replacement.
 - Work associated with removal of revolving door at Art Room.
 - Work at entry doors as it relates to access control upgrades.

Notable Exclusions:

- Site investigative work is limited to visual assessment of readily accessible elements considered to be representative of similar systems in the building. Review of existing conditions by Hanson and Hanson's consultants will not be exhaustive. Neither Hanson nor our consultants represent that all deleterious conditions that may exist within the facility will be identified during the performance of our services.
 - Consideration of new roof, coat penthouse walls, and solar panels installation which are to be completed under a separate project by LLC.
 - Hazardous materials testing and reporting.
 - Internal review of ductwork is not included.
 - Lift rental is not included.
 - Hanson understands this project will not seek LEED certification. If a decision is made to achieve LEED certification at a later date, Hanson's Scope of Services and additional fee on a time and materials basis, plus expenses as required to provide the necessary data, will be considered between CDB and Hanson.
3. Project budget: Total project funds available for construction will be considered at approximately 80% of \$5,000,000 or \$4,000,000.

- 4 -

4. Anticipated Schedule:

Program Analysis and Schematic Design	8 weeks
CDB and Using Agency Review	3 weeks
Finalize Schematic Design report	2 weeks
Total	13 weeks

5. Project Team:

- a. Hanson Professional Services Inc. will provide Mechanical, Electrical, and Structural Engineering services. Hanson's team is expected to include:

Gary Clack, P.E., S.E., Project Manager
 Scott Neuner, P.E., Mechanical Engineer
 Joseph Fehrenbacher, P.E., Mechanical Engineer
 Ryan Nation, P.E., Electrical Engineer
 Joshua Couey, P.E., Electrical Engineer
 Tom Packman, P.E., Structural Engineer

- b. Architectural services will be provided to Hanson by Bailey Edward Design.
 c. Landscape Architecture services will be provided to Hanson by Massie Massie and Associates
 d. Cost Consultant services will be provided to Hanson by Middleton.

Deliverables:

Report with recommendations and opinion of cost. Schematic Drawings will be prepared at Hanson's discretion to the extent necessary to complement the narrative descriptions.

Compensation:

Based upon the *Project Understanding, Professional Services and Notable Exclusions* above, we propose professional service fees as follows:

	Fee	Percent of Total	MBE/WBE/VBE
Hanson	\$61,600	74%	NA
Bailey Edward Design	\$15,300	18%	WBE
Massie Massie and Assoc.	\$3,000	4%	WBE
Middleton	\$2,000	2%	VBE
Subtotal	\$81,900		
Reimbursable – Printing Allowance	\$500	1%	NA
Reimbursable – Contractor Assistance for masonry investigation	\$1,000	1%	NA
Total	\$83,400	100%	

Refer to Appendix A

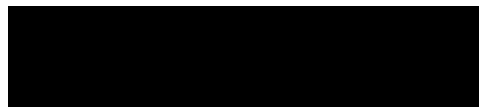
BEW TEB
 2/24/2020 2/25/20

- 5 -

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

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



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

APPENDIX B

A/E'S SUBCONTRACTORS/CONSULTANTS

In compliance with Paragraph 2.7 of this agreement, the A/E submits the following list of proposed subcontractors/consultants to be employed on this project. No changes to this list are to be made without prior approval of CDB Administrator of Contract Administration.

If consultants are not employed on this project please indicate so by inserting the word "None" below.

Subcontractor/Consultant Name & Address	Discipline	Subcontractor/Consultant Fee (Approx.)	If Applicable
Massie Massie + Associates 1210 S. Fifth Street Springfield, IL 62703 FEIN 37-1218974	Landscape Architect	\$2,880	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native Prequalification Expires: 8/2/2020
Bailey Edward Design 35 East Wacker Drive, Suite 2800 Chicago, IL 60601-2308 FEIN 37-1218974	Architect	\$14,688	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native Prequalification Expires: 7/31/2020
Middleton Construction Consulting, LLC 5600 N. River Rd., Suite 950 Rosemont, IL 60018 FEIN 46-1310941	Cost Consulting	\$1,920	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Black <input checked="" type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native Prequalification Expires: 01/31/2021
46-1310941 FEIN Prequalification Expires:			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native

This endorsement, effective 12.01 a.m., 01/01/2020 forms a part of
 Policy No. DPR9953116
 Issued to Hanson Professional Services Inc
 by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph A. Cancellation is amended by the addition of the following:

In the event that the Company cancels this Policy for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide ~~thirty~~ (30) days' notice of cancellation of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of this Policy, provided that:

1. The Company receives, at least fifteen (15) days prior to the date of cancellation, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice and;
2. The written request includes the name and address of each person or entity designated by the NAMED INSURED to receive such notice.

This endorsement does not apply to non-renewal of the Policy, cancellation at the INSURED'S request, or to cancellation of the Policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: February 21, 2020

RE: Approval of Bid for West Building Flooring Project

The College recently solicited re-bids for the West Building flooring project. The flooring to be replaced is located in the Cosmetology areas in the West Building.

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:

<u>Name</u>	<u>Total Bid</u>
TSI Commercial Floor Covering Champaign, Illinois	\$49,135.00
Carpet Weaver's Commercial Champaign, Illinois	\$50,923.00

Based on the bids received, it is my recommendation that we award this bid to TSI Commercial Floor Covering, Champaign, Illinois, for the West Building Flooring Project.

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

**LAKE LAND
COLLEGE
BID TABULATION**

**5001 Lake Land Boulevard
Mattoon, Illinois 61938**

West Building Flooring

Project No. 2020-003

BID DATE: February 18, 2020 - 1:00 PM

[illegible]



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: February 28, 2020

RE: Approval of Bid for Fire Tank Project

The College recently solicited bids for the Fire Tank project. This project will bring our 100,000 gallon fire tank up to current code and rectify inspection deficiencies.

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:

<u>Name</u>	<u>Total Bid</u>
FE Moran FPS Champaign, Illinois	\$58,500.00

Based on the bids received, it is my recommendation that we award this bid to FE Moran FPS, Champaign, Illinois, for the Fire Tank Project.

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

**LAKE LAND
COLLEGE
BID TABULATION**

**5001 Lake Land Boulevard
Mattoon, Illinois 61938**

Fire Tank

Project No. 2020-004

BID DATE: February 28, 2020 - 2:00 PM

[illegible]

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: February 28, 2020

RE: Approval of Bid for Veterans Memorial Park Lighting Project

The College recently solicited bids for the Veterans Memorial Park Lighting project.

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 three bids were received. Below is a listing of the bids that were received:

<u>Name</u>	<u>Total Bid</u>
Nadler Electrical Contracting, Inc. Sullivan, Illinois	\$38,850.00
Anderson Electric Inc. Mattoon, Illinois	\$49,610.00
Pals Electric Inc. Teutopolis, Illinois	\$51,950.00

Based on the bids received, it is my recommendation that we award this bid to Nadler Electrical Contracting, Inc., Sullivan, Illinois, for the Veteran's Memorial Park Lighting Project.

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

**LAKE LAND
COLLEGE
BID TABULATION**

**5001 Lake Land Boulevard
Mattoon, Illinois 61938**

Veterans Memorial Park Lighting

Project No. 2020-005

BID DATE: February 28, 2020 - 2:30 PM

[illegible]

LAKE LAND COLLEGE

MEMO

TO: Greg Nuxoll, Vice President for Business Services

FROM: Lee Spaniol, Director of Information Systems & Services

CC:

DATE: February 21, 2020

RE: Declaration of Surplus Equipment

Below are items that have become surplus. They are obsolete and have little value to the College. As with past surplus items, we will seek the best financial route to follow to dispose of these items. Those routes could include sales to individuals, auction house consignment, and/or wholesale purchasers. I recommend declaring these items as surplus and seek authorization to dispose of these items in a manner most beneficial to the college.

Description	Quantity
Dell R730 Server	33
Dell R720 Server	1
Dell R710 Server	4
Enterasys Chassis	3
Enterasys Modules	8
Dell SAN units	3
QNAP Storage Units	5
Dell 2950 PC	1

LAKE LAND COLLEGE

MEMO

TO: Lake Land College Board of Trustees

FROM: Dr. Jonathan Bullock, President

DATE: February 27, 2020

RE: Reemployment or Non-reemployment Recommendations for Tenured and Non-tenured Faculty Members for 2020/2021 Academic Year

All performance evaluations have been completed for faculty by the Division Chairs and by the appropriate Vice President. Based upon the results of the Vice Presidents' recommendations and extended conversations with them, I recommend reemployment of the following faculty members:

<u>First Year Non-Tenure</u>	<u>Division</u>
Nicki Amigoni	Allied Health (Spring 2020 Hire)
David Chambers	Social Science and Education
Mackenzie Floyd	Allied Health
Sarah Harley	Math and Science
Tara Haskenherm	Allied Health
Casey Hoenes	Allied Health
Hayden Wilder	Agriculture

<u>Second Year Non-Tenure</u>	<u>Division</u>
Madison Dailey	Social Science and Education
Laura Rincker	Math and Science
Matthew Rodgers	Agriculture

<u>Third Year Non-Tenure</u>	<u>Division</u>
Timothy Flowers	Vandalia Correctional Center (Spring 2018 Hire)
Beulah Uphoff	Allied Health (Spring 2018 Hire)

<u>Fourth Year Tenure</u>	<u>Division</u>
Tanille Ulm	Social Science and Education
Molly Yeske	Allied Health

<u>Continued Tenure Status</u>	<u>Division</u>
Iffat Ali	Math and Science
Daniel Allen	Math and Science
Lara Bacino Althaus	Social Science and Education
Dyke Barkley	Agriculture
Cheryl Beam	Allied Health
Michael Beavers	Technology
Jodi Birdwell	Humanities and Communication
Tara Blaser	Humanities and Communication
Haylee Brandt	Allied Health
Andrea Bright	Counseling
Dewayne Brown	Vandalia Correctional Center
Bryan Burrell	Counseling
Krista Burrell	Counseling
Dion Buzzard	Technology
Greg Capitosti	Math and Science
John Carpenter	Business

Michael Ben Cohan	Humanities and Communication
Marc DalPonte	Math and Science
Kathleen Daugherty	Business
Kimberly Davis	Social Science and Education
Angela Davison	Business
Laura Deters	Allied Health
Suzett Doty	Math and Science
Danielle Downs	Financial Aid and Veteran Services
Scott Drone-Silvers	Library
Lisa Earp	Business
Terri Fields	Social Science and Education
Kay Foreman	Allied Health
Joshua Fulk	Technology
Andy Gaines	Counseling
Judy Garner	Humanities and Communication
John Gentry	Technology
Tisha Goad	Allied Health
Matt Greider	Social Science and Education
Neal Haarman	Technology
Karla Hardiek	Allied Health
Emily Hartke	Counseling
Elizabeth Hartrich	Allied Health
Helen Hendren	Social Science and Education
Sarah Hill	Library
Kristen Holsapple	Allied Health
Shannon Hood	Allied Health

Salisa Hortenstine-Olmsted	Humanities and Communication
Brenda Hunzinger	Math and Science
Charles Jarrell	Social Science and Education
David Johnson	Social Science and Education
Bambi Jones	Math and Science
Nichole Jones	Allied Health
Kris Kersey	Technology
Tynia Kessler	Business
Leo Kitten	Technology
Ty Knebel	Vandalia Correctional Center
Cassie Koester	Allied Health
Matt Landrus	Humanities and Communication
Jon Lebold	Business
Gary Lindley	Technology
Katie Lotz	Social Science and Education
Brian Lynch	Social Science and Education
Valerie Lynch	Student Life
Brian Madlem	Technology
Walter McHenry	Math and Science
Jennifer Melton	Counseling
Claire Miller	Math and Science
Kevin Miller	Technology
Nathan Miller	Vandalia Correctional Center
Robert Miller	Agriculture
Martha Mioux	Allied Health
Tina Moore	Career Services

James Munger	Business
Rakhasha Nasseripour	Math and Science
Russell Neu	Agriculture
Robert Newell	Humanities and Communication
Mark Niemerg	Agriculture
Heather Nohren	Counseling
Maria Nohren	Allied Health
Ikemefuna Nwosu	Math and Science
Ryan Orrick	Agriculture
Katie Parrish	Social Science and Education
Cynthia Phipps	Business
Cassandra Porter	Allied Health
Gregory Powers	Humanities and Communication
Anthony Reinhart	Agriculture
Casey Reynolds	Humanities and Communication
Scott Rhine	Business
Eva Ritchey	Humanities and Communication
M. Shane Rogers	Social Science and Education
Mike Rudibaugh	Math and Science
Marcy Satterwhite	Business
David Seiler	Social Science and Education
Kimberly Smithenry	Allied Health
Peggy Strange	Business
Erin Swingler	Allied Health
Edward Thomas	Humanities and Communication
Joe Tillman	Technology

David Turnbull	Math and Science
Lori Walk	Technology
Tara Veach Watson	Humanities and Communication
Jeff White	Math and Science
Ryan Wildman	Agriculture
Nicole Zeller	Allied Health

MEMO

TO: Dr. Josh Bullock, President
FROM: Jon Althaus, Vice President for Academic Services *JA*
DATE: February 27, 2020
RE: Appointment of Division Chairs

I respectfully request the appointment and reappointment of the following individuals to serve as division chairs for the Fall 2020 and Spring 2021 Semesters.

Ryan Orrick	Agriculture Division
Karla Hardiek	Allied Health Division
Tynia Kessler	Business Division
Salisa Hortenstine Olmsted	Humanities and Communications Division
Ike Nwosu	Math/Science Division
Charles Jarrell	Social Science and Education Division
Michael Beavers	Technology Division

SEVERANCE AGREEMENT AND RELEASE

This AGREEMENT AND RELEASE made and entered into this ____ day of March, 2020, between Lake Land College ("College") and Beth Gerl ("Gerl").

W I T N E S S E T H:

WHEREAS, Gerl is currently employed by the College as Vice-President for Student Services; and

WHEREAS, Gerl has voluntarily elected to resign from employment with the College as Vice-President for Student Services effective March 6, 2020; and

WHEREAS, the College has agreed to accept Gerl's resignation from the College and her position of Vice-President for Student Services; and

WHEREAS, the College and Gerl are mutually agreeable to entering into this Agreement which confirms the terms and conditions of Gerl's resignation from the position of Vice-President for Student Services, and releases and waives any claims or other potential litigation between the parties.

NOW THEREFORE, in consideration of the promises and mutual agreements of the parties hereto, it is hereby agreed by the College and Gerl as follows:

SECTION 1. RESIGNATION

Gerl voluntarily resigns as Vice-President for Student Services, effective March 6, 2020, 2020, and agrees to release and waive any rights regarding her employment with the College. A copy of Gerl's irrevocable letter of resignation is attached hereto as **Exhibit A**.

SECTION 2. ACCEPTANCE OF RESIGNATION

The College accepts Gerl's irrevocable letter of resignation from her position of Vice-President for Student Services, in accordance with Section 1 of this Agreement and releases Gerl from her employment as Vice-President for Student Services.

SECTION 3. SEPARATION PACKAGE CONSIDERATION

In exchange for the covenants, promises and consideration made by Gerl in this Agreement, the College agrees as follows:

- (a) To pay Gerl a lump sum payment of Thirty-Five Thousand Four Hundred and Thirty Three Dollars and Sixty Cents. (\$35,433.60) an amount equal to 12 weeks of Gerl's current annual salary. Such payment shall be subject to all payroll taxes and other legally required withholdings and Gerl will not perform services to the College in connection with this payment. This payment will be reported on a Form W-2.
- (b) To pay Gerl a lump sum payment of Eight Thousand Eight Hundred and Eighty Seven Dollars (\$8,887.00) which is an amount equal to 120.42 hours of accrued but unused vacation days. Such payment shall be subject to all payroll taxes and other legally required withholdings. This payment will be reported on a Form W-2.
- (c) Provided Gerl elects COBRA Continuation Coverage through the College for health and/or dental insurance, the College will pay the employer share of the COBRA premium(s) for the elected coverage on behalf of Gerl for a period of twelve (12) weeks immediately after Gerl and the Board's execution of this Agreement and expiration of the "ADEA Effective Date". After the twelve (12) week period, Gerl will be solely responsible for any and all COBRA premium payments. If Gerl becomes eligible for health insurance coverage based on new employment during this twelve (12) week period, she will immediately notify the College and COBRA premium payments by the College under this paragraph will cease.

SECTION 4. RELEASE AND WAIVER OF CLAIMS

In exchange solely for the covenants, promises and considerations made by the College in this Agreement:

Gerl, her heirs, administrators, agents, representatives and assignees, to the extent permitted by law, releases, waives and forever discharges the College, their respective members, officers, employees, representatives, agents, attorneys, assignees, successors, and insurers from any and all claims, demands, actions, grievances, charges, complaints, lawsuits, damages (including but not limited to compensatory, exemplary and/or punitive damages, etc.), or causes of action, including any and all costs, expenses, and attorneys' fees, and any and all other demands which Gerl may have against the College, whether known or unknown, asserted or unasserted, arising out of her employment with the College as the Vice-President for Student Services, her resignation from employment, or this Agreement, except for the implementation of its terms and conditions, including, but not limited to, all claims of discrimination, retaliation, harassment, tort, or any other claims based on violation of any local, city, state, or federal laws, regulations, ordinances, constitutional provisions, public policy, common law, personnel or Board policy or handbook, collective bargaining agreement, or other contract with the College. Gerl also releases, waives and forever discharges the College from any and all claims of continued employment after March 6, 2020.

Nothing herein prohibits Gerl from reporting good faith allegations of unlawful conduct to federal, state or local officials or agencies for investigation, participating in any appropriate federal, State or local government agency enforcing discrimination laws, making any truthful statement or disclosure required by law, regulation or legal process, or requesting/receiving confidential legal advice. However, Gerl may not accept any money or anything of economic value as a result of her reporting, participation, or making

any truthful statement or disclosure, as described herein. Gerl further agrees that, if any of the claims lawfully released under the terms of this Agreement are brought on Gerl's behalf or for her benefit in a court or administrative agency, Gerl will not accept any award or money or other damages, including but not limited to attorney's fees, as a result of the claim.

SECTION 5. RELEASE FROM AGE DISCRIMINATION CLAIM

The College hereby advises Gerl of her right to consult with an attorney prior to executing this Agreement. Gerl acknowledges that she has been given the opportunity to consult with or has consulted with an attorney prior to executing this Agreement and waives all legal and equitable remedies provided under the Age Discrimination in Employment Act, as amended, 29 U.S.C. §621 that she may have against the College. Gerl acknowledges that she has been informed of and understands all rights and claims pursuant to the *Older Worker's Benefit Protection Act of 1990*, P.L. 101-433 ("Act") including, without limitation, the following:

- (a) That Gerl waives rights or claims under the Act only in exchange for consideration in addition to anything of value to which Gerl already is entitled to arising out of Gerl's employment relationship with the College;
- (b) That Gerl has twenty-one (21) days to consider this Agreement prior to execution. Gerl may elect to sign the Agreement prior to the expiration of this 21-day review period; and
- (c) That for a period of at least seven (7) days following the execution of this Agreement, Gerl may revoke this Agreement, and the Agreement shall not become effective or enforceable until the revocation period has expired. The eighth day following Gerl's execution of this Agreement shall be the "ADEA Effective Date" of this Agreement.

SECTION 6. RETURN OF PROPERTY AND OTHER INFORMATION

Gerl agrees to return immediately all property of the College in her possession, including but not limited to, all keys, documents, papers, notebooks, records, computer software and hardware, and any material which relates to or contains information belonging to the College in connection with her employment as the Vice-President for Student Services, and she agrees not to retain any copies thereof.

Gerl acknowledges that she has received information covered by the College's College Records policy (11.08), its Security of Critical and Sensitive Information policy (11.28), and its Confidential and Sensitive Information Guide. Gerl acknowledges that she is familiar with these policies and guidelines and, to the extent permissible by law, agrees to continue to protect and safeguard confidential and sensitive information which she had access to during the course of her employment.

SECTION 7. INQUIRIES FROM PROSPECTIVE EMPLOYERS

All requests for employment references will be directed to the College's Human Resources Department. The Director or her/his designee will respond to any such requests only by providing Gerl's dates of employment, the last position held and her salary.

SECTION 8. NON-DISPARAGEMENT

Gerl agrees that she will not disparage the College or any of its officers, directors or employees. For purposes of the Section "disparage" shall mean any negative statements, whether written or oral, about the College, Board of Trustees, the College President or any other College employee or agent.

SECTION 9. CONFIDENTIALITY OF AGREEMENT AND COLLEGE INFORMATION

Gerl and the College agree to maintain the confidentiality of this Agreement and its terms to the extent allowed by law and/or statute.

SECTION 10. EFFECT OF AGREEMENT

This Agreement shall inure to the benefit of the Board and Gerl, and shall bind the Board, Gerl, their agents, representatives, assignees, and successors. This Agreement rescinds and supersedes any prior agreement between the Board and Gerl.

SECTION 11. COMPLETE UNDERSTANDING

This Agreement sets forth all the promises, agreements, conditions and understandings between the parties related to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

SECTION 12. SEVERABILITY

If any of the provisions, terms and clauses of this Agreement are declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, those provisions, terms and clauses shall be deemed severable, and all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all the parties hereto.

SECTION 13. AMENDMENT OF AGREEMENT

No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

SECTION 14. VOLUNTARY NATURE OF AGREEMENT

The parties agree that they are freely, knowingly, voluntarily and without duress, coercion or undue influence signing this Agreement. The parties agree that they intend to be legally bound by the terms of this Agreement.

SECTION 15. CONTROLLING LAW

The parties agree that this Agreement shall be interpreted under the laws of the State of Illinois and that venue arising out of any dispute with respect to this Agreement will be a court of competent jurisdiction in the State of Illinois.

SECTION 16. SIGNATURE IN COUNTERPARTS

This Agreement may be executed in counterparts each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of March, 2020.

BETH GERL

LAKE LAND COLLEGE

Beth Gerl

President Jonathan "Josh" Bullock

Date: _____, 2020

Date: _____, 2020

EXHIBIT A

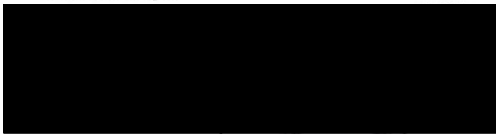
February 28, 2020

Board of Trustees of
Community College District 517
5001 Lake Land Boulevard
Mattoon, IL 61938

Dear Board of Trustees:

This letter will confirm my voluntary resignation as Vice-President for Student Services of Lake Land College.

Sincerely,

A large black rectangular redaction box covering the signature area.

Beth Gerl

cc: Jonathan "Josh" Bullock, President

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
March 09, 2020**

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

Askins, Tonya	FMLA Intermittent	01/31/2020
Epting, Antonio	FMLA Intermittent	01/10/2020
Foreman, Kay	FMLA Intermittent	01/31/2020
Niemerg, Kellie	FMLA	4/06/2020-06/28/2020

The following employee is recommended for General Leave of Absence without pay. Board policy 05.04.14

Taylor, Debra	GLWP	04/17/2020-05/17/2020
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Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Volunteer Unpaid		
Earp, Dave	Interim Head Basketball Coach	03/10/2020
Larry, Julian	Interim Head Basketball Coach	03/10/2020
Part-time		
Godinez, Julio	Adjunct Faculty Social Science Primary Position is Baseball Coach	01/13/2020
Maxey, Sara	Tutor-Disability Services - Student Primary Position is Tutor - Student Lrng Asst	01/27/2020
Maxey, Sara	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	01/27/2020
Part-time - Grant Funded		
Figueroa, Chaskiesha	Pathways Substitute Instructor Primary Position is Pathways Classroom Asst	02/03/2020
Maxey, Sara	Tutor-Student Carl Perkins Primary Position is Tutor - Student Lrng Asst	01/27/2020

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Unpaid Volunteer		
Christman, Lynnetta	BNA Clinical Instructor	12/02/2018

Part-time

Huddlestun, William	Welding Instructor/Adult Education	12/15/2019
Lee, Yu Jin	International Studies Student Asst	12/03/2019

New Hire-Employees**The following employees are recommended for hire**

	Position	Effective Date
Full-time		
Hedges, Jennifer	Financial Aid Loan Specialist	03/23/2020
Full-time - Grant Funded		
Brouard, Steve	Corr Career Tech Instr-East Moline CC	02/18/2020
Lowe, Stacy	Correctional Office Asst-Big Muddy CC	03/17/2020
McCullum, William	Associate Dean of Correctional Program-Illinois River CC	02/11/2020
Parks-Parton, Toni	Associate Dean of Correctional Program-IYC Harrisburg	03/02/2020
Saathoff, Sara	Correctional Office Assistant-Graham CC	02/11/2020
Smart, Adam	Correctional Construction Occupations-Pinckneyville CC	02/11/2020

Unpaid Volunteer

Hale, Tori	Dual Credit Instructor	01/27/2020
Lovell-Hayes, Nicole	Auxiliary Services Volunteer	01/28/2020

Part-time

Gardner, Michelle	Assistant Softball Coach	02/03/2020
Hensley, Beth	Sign Language Interpreter	02/03/2020
Hoene, Katelyn	Print Shop Student Assistant	02/27/2020
Keplar, Vera	Non-Credit Instructor	02/12/2020
Maxey, Sara	Tutor - Student Learning Assistance	01/27/2020

Part-time - Grant Funded

O'Connor, Margaret	Adjunct DOC College Funded Instructor	03/16/2020
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Terminations/Resignations**The following employees are terminating employment**

	Position	Effective Date
Unpaid Volunteer		
Kaczmarek, Tabitha	Peer to Peer Assistant – Adult Education	02/07/2020
Full-time		
Columbus, Samuel	Corr Auto Technology Instr-Western IL CC	02/11/2020
Colvin, Brandon	Sports Information/Compliance Coordinator	05/15/2020
Goines, Tim	Corr Mnfg Skills Instr – Murphysboro CC	01/13/2020
Kull, Karen	Director of Kluthe Center-Retiree	02/29/2020
Rawlings, Daniel	Corr Custodial Maintenance – Decatur CC	02/21/2020

Roy, Kyle	Mathematics Instructor	05/18/2020
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Part-time

Blades, Chad	Adjunct Doc College Funded Instr	08/12/2018
Davison, Larry	Adult Ed Adjunct Faculty	12/15/2019
Lascelles, Anita	Pathways Classroom Assistant	01/12/2020
Miller, Chad	Adult Education Instructor	12/15/2019

College Work Studys

Begay, Robyn	College Work Study-Adult Education	10/20/2019
Houser, Kyle	College Work Study-Printshop	12/01/2019
Parsons, Riley	College Work Study-Bookstore	02/03/2020

Transfers/Promotions

The following employees are recommended for a change in position

	Position	Effective Date
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Full-time

Browning, Braddi	Academic Scheduling Coordinator (SPT)	04/06/2020
	Transferring From Academic Services Specialist (PP)	

Full-time - Grant Funded

Gravatt, Tomi	Associate Dean of Correctional Program- Murphysboro Life Skills	03/02/2020
	Transferring From Associate Dean Correctional Program - IYC Harrisburg CC	

Part-time

Welch, Christina	Auxiliary Services Office Coordinator	02/10/2020
	Transferring From Bookstore Rush Worker	