

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book
November 9, 2020
Regular Meeting No. 647

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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. 647

Monday, November 9, 2020, 6:00 p.m.

Meeting Location: Webb Hall, Room 081, Mattoon

Citizens, faculty and staff may attend the meeting via teleconference by dialing 1-866-806-7140, when prompted enter conference ID 75526.

Trustees and members of the President's Cabinet will be physically present at the meeting location. Due to the COVID-19 health pandemic and following the guidelines in Governor Pritzker's Restore Illinois plan, in-person attendance by members of the public will be limited so that no more than 25 people will gather in this room. Seating will be arranged to support appropriate social distancing. Additionally, any person attending the meeting by being physically present will be expected to:

- Conduct a health self-assessment by completing the [COVID-19 Campus Visit Screening Form](#) prior to arrival.
- Wear face masks covering the nose and mouth.
- Maintain social distancing of 6' from others at all times.
- Follow all applicable guidelines in accordance with Lake Land College's [Return to Campus Plan](#).
- Enter campus via Entrance 2. Upon arrival, each person will be directed to the [COVID-19 Check-In Station](#) where a staff member will verify each person has a face mask and has completed the online [COVID 19 Campus Visitor Screening Form](#) and received a green approved.

For more information, please visit: <https://www.lakelandcollege.edu/covid-19/>.

Citizens, faculty and staff will be offered an opportunity to speak to the Board during the public comment portion per the agenda below and in alignment with Board Policy 03.17 – *Public Comment at Board Meetings*. Citizens, faculty and staff may also submit public comments by email prior to the Board meeting to be announced by the College President during the public comment portion of the meeting. Email submissions should be submitted by noon on Monday, November 9, 2020, and sent to officeofthepresident@lakelandcollege.edu.

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 October 12, 2020, Regular Meeting.
2. Approval of Minutes of October 12, 2020, Closed Session.
3. Approval of Agenda of November 9, 2020, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement. For summary and details of bills refer to:
http://www.lakeland.cc.il.us/col/board_minutes/download.cfm
5. Destruction of Tape Recording of May 13, 2019, Closed Session.

II. Hearing of Citizens, Faculty and Staff.

III. 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	Mr. Lucas Duduit
G. President's Report	Dr. Josh Bullock

IV. Business Items.

A. Non-Action Items.

	Board Book Page Number(s)
1. Calendar of Events.	24-25
2. Correspondence.	26-27

B. Action Items.

	Board Book Page Number(s)
1. Approval of Resolution No. 1120-006 to Authorize Property Tax Abatement for the Altamont/Effingham County Enterprise Zone Application.	28-32
2. Approval of Resolution No. 1120-007 for Support of the Extension of the Effingham Central Redevelopment Project Area and Industrial Area TIF Districts.	33-35
3. Presentation of Audit and Board Acceptance.	
4. Acceptance of Illinois Public Risk Fund Stimulus Grant.	36
5. Acceptance of Reporting of September 2020 Financial Statements.	37-48
6. Approval of Amended Government Telecommunications Consortium Contract.	49-82
7. Approval of Part-Time Rates and Stipends.	83-90
8. Approval of Bid for CNC Plasma Cutting Table for the Welding Program.	91-92
9. Approval of Gift-in-Kind Donation from the Lake Land College Foundation.	93-94
10. Approval of Agreement with BetterMynd.	95-102
11. Approval of Requested Change for Athletic Scholarships for Academic Year 2021-2022.	103-104
12. Closed Session. Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1), closed session is called to consider the appointment, employment, compensation, performance, discipline or dismissal of specific employees.	

[Return to Open Session - Roll Call]

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| 13. Appointment of Dean for Workforce Solutions and Community Education as Discussed in Closed Session. | |
| 14. Approval of Human Resources Report as Discussed in Closed Session. | 105-109 |

V. Other Business. (Non-action)

VI. Adjournment.

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



Regular Board Meeting No. 646
Webb Hall, Room 081, Mattoon, IL
October 12, 2020

Minutes

Call to Order.

Chair Reynolds called the October 12, 2020, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 081 of Webb Hall, Mattoon. Due to the COVID-19 pandemic, citizens, faculty and staff were provided an opportunity to attend the meeting via teleconference.

Roll Call.

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

Trustees Absent: None.

Others Participating via Teleconference: None.

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

Approval of Consent Items.

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

1. Approval of Minutes of September 14, 2020, Regular Meeting.
2. Approval of Agenda of October 12, 2020, Board of Trustees Meeting.
3. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

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Education Fund	\$	202,990.06
Building Fund	\$	77,820.96
Site & Construction Fund	\$	598,029.16
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	6,280.10
Restricted Purposes Fund	\$	522,968.35
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	20,565.51
Student Accts Receivables	\$	1,909,254.14
Total	\$	3,337,908.28

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

4. Destruction of Tape Recording of April 8, 2019, Closed Session.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

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

Committee Reports.

ICCTA/Legislative.

Trustee Sullivan said he had no report at this time.

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.

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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. He will comment on finance-related action items when they appear later in the agenda.

Buildings & Site.

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

Foundation.

Chair Reynolds highlighted:

- College Advancement staff have recently moved into the new Foundation and Alumni Center.
- The second round of Foundation scholarships are being awarded to students for FY 2021.
- The Foundation's upcoming virtual donor reception and annual meeting will be held Monday, October 26.

Student Report.

Student Trustee Duduit highlighted various activities of PTK and SGA. He also expressed his support for the proposed new student club Active Minds, which the Board will be asked to approve later in the agenda.

President's Report.

Dr. Bullock said:

- In September 2020, we received \$550,094.84 from the Illinois Department of Corrections (IDOC) and \$72,329.47 from the Illinois Department of Juvenile Justice (IDJJ) toward the FY 2020 outstanding balances. Currently a total of \$2,064,118.55 remains outstanding from IDOC and \$215,277.17 from IDJJ for FY 2020.
- We received no payments for FY 2021 invoices from IDOC or IDJJ in September. A total of \$1,067,242.72 remains outstanding from IDOC and \$80,559.06 from IDJJ.
- In September, we received a \$293,607.50 CTE payment from the State of Illinois.
- The College received property tax payments totaling \$2,502,241.37 in September.

Business Items.

Non-action Items.

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Quarterly Investment Report.

Mr. Joe Fearday, financial advisor with SC3F Wealth Management Group, participated in the meeting via teleconference and presented on the College's Quarterly Investment Report for the period ending September 30, 2020.

Request for Approval of Resolution No. 1120-006 to Authorize Property Tax Abatement for the Altamont/Effingham County Enterprise Zone Application.

Trustees heard a presentation from Mr. Derek Sherman, economic development planner with the South Central Illinois Regional Planning and Development Commission, requesting the Board approve the above-referenced resolution to abate real estate taxes related to an enterprise zone application that will support community and economic development for the City of Altamont, Village of Beecher City and Effingham County. Trustees reviewed a map of the proposed enterprise zone area. Mr. Sherman participated in the meeting via teleconference. He highlighted the following:

- The City of Altamont has had an enterprise zone since 1991 that will be expiring on December 31, 2020.
- With this new application, the zone will include a designated Effingham County ordinance and a Village of Beecher City ordinance.
- The initial duration of the new zone abatement program will be for 15 years with a review after 13 years for an additional 10-year designation.
- There have been 15 businesses within the proposed enterprise zone area sign letters of support, projecting an estimate of 239 jobs created, 316 jobs retained, and a capital investment of \$21,350,000.
- Approval of the zone will be subject to certification by the Illinois Department of Commerce and Economic Opportunity. The effective date will be January 1, 2021, as determined by the state.

Dr. Bullock expressed his support for the Board to approve this request and said that per Board Policy 10.31, the proposed resolution was presented as first reading and will be presented to the Board for action during the November 9, 2020, regular meeting.

Trustee Wright asked Mr. Sherman if he could provide history on the success of Altamont's current enterprise zone that is expiring. Mr. Sherman said he will contact the mayor of Altamont to provide this information prior to the November meeting.

Announcement of 2020-2021 Student Ambassadors.

Dr. Tina Stovall, Interim Vice President for Student Services, announced the selection of the 2020-2021 Student Ambassadors. Due to the pandemic and for the safety of our students, she said the decision was made to retain the ambassadors from last year, with eight highly qualified students agreeing to serve for a second year. Trustees learned each of these

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students will receive the \$500 yearly scholarship for serving on the ambassador team as official representatives of the College.

Student Laureate Nomination.

Dr. Stovall announced Mr. Lucas Duduit, Student Trustee, as this year's Lake Land College nominee for the Illinois Community College Student Laureate Award from the Lincoln Academy of Illinois. Trustees reviewed the nomination form that will be submitted to ICCB. The Board congratulated Mr. Duduit for this nomination.

Curriculum Committee Highlights.

Mr. Jon Althaus, Vice President for Academic Services, highlighted the listing of new courses and curricula as well as changes in current courses and curricula that have been brought before the Curriculum Committee and passed from March 2020 to September 2020.

Calendar of Events.

Trustees reviewed a calendar of upcoming events.

Correspondence.

Trustees reviewed one item of correspondence.

Action Items.

Approval of Agreement with Institutional Review Board at Eastern Illinois University.

Trustees heard a recommendation from Ms. Jean Anne Grunloh, Senior Executive to the President, on behalf of the College's Research Review Board (RRB) for the Board of Trustees to approve a proposed agreement with the Institutional Review Board at Eastern Illinois University (EIU). Trustees reviewed details of the agreement. Ms. Grunloh said securing the agreement with the Institutional Review Board at EIU will be beneficial to the College in case a Lake Land faculty member, staff, or student chooses to conduct research using human subjects at Lake Land. Trustees learned that EIU maintains a Federal-Wide Assurance (FWA) for the protection of human subjects in compliance with the requirements in the Health and Human Services Protection of Human Subjects regulations found in 45 CFR 46. Ms. Grunloh said that although our Research Review Board has established a policy to review any potential research conducted at Lake Land College, our RRB cannot provide official approval to conduct research using human subjects. Lake Land has not pursued a FWA because we do not conduct enough research on a regular basis to make obtaining and maintaining a FWA a worthwhile endeavor.

Trustee Sullivan moved and Trustee Wright seconded to approve as presented the agreement between Lake Land College and the Institutional Review Board at Eastern Illinois University (EIU).

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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 Duduit voted yes.

Absent: None.

Motion carried.

Approval of Resolution No. 1020-003 - Intent to Continue Foundation Tax Levy.

Trustees heard a presentation by Mr. Greg Nuxoll, Vice President for Business Services, requesting the Board approve the above-referenced resolution. Trustees reviewed details of the resolution. Mr. Nuxoll said this is an annual action item and the Illinois Community College Board has certified that Lake Land College is authorized to levy 29.09 cents per \$100 of equalized assessed valuation for the 2020 tax year.

Trustee Storm moved and Trustee Sullivan seconded to approve as presented Resolution No. 1020-003 - Intent to Continue Foundation Tax Levy. [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 Duduit voted yes.

Absent: None.

Motion carried.

Approval of Resolution No. 1020-004 to Adopt the SURS Deferred Compensation Plan & Approve the Employer Participation Agreement.

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve the above-referenced resolution for adopting the State University Retirement System (SURS) Deferred Compensation Plan with an effective date of January 1, 2021, and approving the related Employer Participation Agreement. Trustees reviewed details of the resolution, SURS Deferred Compensation Plan and related Employer Participation Agreement. Trustees learned the plan, under 457(b) of the Internal Revenue Code, was adopted by the SURS Board of Trustees this past April. Mr. Nuxoll said the College's adoption of this plan will provide our employees another avenue to save money for retirement. Trustees learned the College has already established various 403B and 457 plans with other vendors, thus adoption of this plan will enable our employees to choose another vendor. Additionally, if applicable, participating employees will be eligible for an employer match per Board Policy 05.38 – 403B/457 Plan Matching Incentive.

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Trustee Cadwell moved and Trustee Curtis seconded to approve as presented Resolution No. 1020-004 to adopt the State Universities Retirement System (SURS) Deferred Compensation Plan with an effective date of January 1, 2021, and approve the related Employer Participation Agreement. [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 Duduit voted yes.

Absent: None.

Motion carried.

Approval of Resolution No. 1020-005 for Agreement to Extend Fall 2020 Memorandum of Understanding (MOU) with the Lake Land College Faculty Association into Spring 2021 Term.

Trustees heard a recommendation from Dr. Bullock and Mr. Althaus for the Board to approve the above-referenced resolution to extend the Fall 2020 MOU with the Lake Land College Faculty Association into the Spring 2021 term for addressing changes in working conditions due to the pandemic. Trustees reviewed details of the resolution and original MOU.

Trustee Curtis moved and Trustee Wright seconded to approve as presented Resolution No. 1020-005 for Agreement to Extend Fall 2020 Memorandum of Understanding (MOU) with the Lake Land College Faculty Association into Spring 2021 Term. [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 Duduit voted yes.

Absent: None.

Motion carried.

Certification of Fall Student Government Association Election Results.

Trustees heard a request from Dr. Stovall that the Board certify the results of the Student Government Association election held September 16-17, 2020. Trustees reviewed memorandums from Dr. Stovall and Ms. Valerie Lynch, Director of Student Life, detailing the election results.

Trustee Walk moved and Trustee Curtis seconded to certify the results as presented for the Student Government Association election held September 16-17, 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 Duduit voted yes.

Absent: None.

Motion carried.

Acceptance of Reporting of August 2020 Financial Statements.

Trustees reviewed the August 2020 Financial Statements and a memorandum from Mr. Nuxoll highlighting variances for the statements. Trustees also reviewed corresponding monthly financial spreadsheets which provided a summary of all operational expenditures year-to-date as compared to budgeted amounts and a salary and benefits summary. Mr. Nuxoll provided a brief overview of the significant variances during the meeting.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented the August 2020 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 Duduit voted yes.

Absent: None.

Motion carried.

Approval of Health, Dental and Vision Insurance Plan Renewal and Rates with Aetna.

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve the renewal of the employee health, dental and vision insurance plan for 2021 with Aetna. Trustees reviewed details of key changes and impact to employees for the proposed premium rates including:

- Health Insurance – A 0% change overall.
- Dental Insurance – A 5% increase in premiums to cover a cost/funding gap that has occurred over several years as the dental rates have not been increased since the College transitioned to Aetna in 2017.
- Vision Insurance - A 1.5% decrease overall.

Mr. Nuxoll said the College's insurance consultant, Gallagher, recently met with the College's Health Insurance Committee to review the proposed renewal rates, and the Committee has approved these recommendations.

Trustee Curtis moved and Trustee Storm seconded to approve the employee health, dental and vision insurance plan renewal for 2021 as presented with Aetna.

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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 Duduit voted yes.

Absent: None.

Motion carried.

Approval of Bid for Printing and Mail Preparation for the Fall 2020 and Spring 2021 College Magazine.

Trustees heard a recommendation from Dr. Stovall for the Board to award the bid from FCL Graphics of Harwood Heights in the amount of \$38,000 for the printing and mailing preparation for the 2020 Fall and 2021 Spring Lake Land College Magazine editions. Trustees reviewed the bid tabulation sheet which detailed bids received from eight companies and the reasons why the bids from three companies did not meet bid specification requirements. Dr. Stovall said FCL Graphics submitted the lowest bid meeting specifications.

Trustee Wright moved and Trustee Sullivan seconded to approve the bid from FCL Graphics of Harwood Heights, in the amount of \$38,000, for the printing and mailing preparation for the 2020 Fall and 2021 Spring Lake Land College Magazine editions.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Approval of Bid for Comprehensive Digital Marketing Services.

Trustees heard a recommendation from Dr. Stovall for the Board to approve an agreement with Interact Communications of La Crosse, Wisconsin, for the College's digital marketing services from October 13, 2020 to August 30, 2021. Trustees reviewed details of the agreement, with page five specifying the fee structure and a total project cost of up to \$64,800 for services to cover the College's Spring 2021 and Summer/Fall 2021 marketing campaigns.

In response to the College's Request for Proposals (RFP), Dr. Stovall said the College received proposals from nine companies, two of which did not meet the specifications. Trustees learned that MPR staff evaluated each of the seven proposals and scored them based on the requirements of the RFP. The top three were invited to give virtual presentations for further evaluation of their comprehensive digital marketing services and campaign proposal. Dr. Stovall highlighted the qualifications for Interact Communications and said this is a national company that focuses on the art and science of community college enrollment. She

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also reported that since this company's founding nearly 25 years ago, Interact Communications has worked with more than 425 community and two-year technical colleges.

Trustee Cadwell moved and Trustee Storm seconded to approve as presented the Service Agreement for Digital Marketing Services with Interact Communications of La Crosse, Wisconsin, with a total cost of up to \$64,800 for the College's Spring 2021 and Summer/Fall 2021 marketing campaigns.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Renewal of Guidelines for Talented Student Awards.

Trustees reviewed a request from Dr. Stovall that the Board approve the guidelines for administration of the Talented Student Awards for the Presidential Scholarship, Livestock Judging Scholarship, and Athletic Scholarship for the next three two-year cycles 2021-2023, 2022-2024, and 2023-2025. Trustees reviewed details of the guidelines and learned they will remain the same as in the current three two-year cycle.

Trustee Wright moved and Trustee Sullivan seconded to approve as presented the guidelines for administration of the Talented Student Awards for the Presidential Scholarship, Livestock Judging Scholarship, and Athletic Scholarship for the next three two-year cycles 2021-2023, 2022-2024, and 2023-2025.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Approval of New Student Club – Active Minds.

Trustees reviewed a recommendation from Dr. Stovall, on behalf of the Student Government Association, for the Board to approve a new student club, Active Minds. Trustees reviewed the club's proposed Constitution. Dr. Stovall said the Active Minds club will provide an excellent opportunity for student engagement at Lake Land College, and with peers nationally, and serve as an important guide and resource for supporting the College's efforts to expand awareness and action regarding student mental health to effect positive change. Trustees

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learned that Mr. Andy Gaines, Academic Counselor/Coordinator of Student Accommodations, will serve as the club's advisor.

Student Trustee Duduit motioned and Trustee Cadwell seconded to approve Active Minds as a new student club at Lake Land College and approve as presented the club's Constitution and By-Laws.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Acceptance of Governor's Emergency Education Relief (GEER) Grant Award.

Trustees heard a recommendation from Mr. Nuxoll that the Board accept the Governor's Emergency Education Relief (GEER) Grant award in the amount of \$384,576 through ICCB. He said this grant will help the College mitigate the barriers, due to the COVID-19 crises, to initial or ongoing enrollment for underrepresented, first generation or low income students. Trustees learned the funds will be utilized for the following initiatives:

- \$166,576 - payment of outstanding college and tuition fee balances for low income, first generation and underrepresented students from Spring 2020, Summer 2020 and Fall 2020 terms who maintain their enrollment through the Fall 2020 term.
- \$50,000 - assist low income, first generation and underrepresented students who applied for CARES Act Funding but did not meet Title IV requirements.
- \$100,000 - provide mental health counseling services for students who are struggling with many aspects of life in these uncertain times.
- \$60,000 - employ a second full-time nurse to assist with COVID-19 related processes and contact tracing.
- \$8,000 - purchase a shed to aid with the College's COVID-19 check-in station process.

Trustee Cadwell motioned and Trustee Sullivan seconded to accept the Governor's Emergency Education Relief (GEER) Grant award in the amount of \$384,576 through ICCB.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Approval of Resource Allocation Management Plan (RAMP).

Trustees reviewed a recommendation from Mr. Nuxoll that the Board approve the FY 2022 RAMP application for submission to ICCB. He said funding is being requested within one project title - Renovation of Existing Campus Buildings. This includes the rehabilitation of the Kluthe Center for Higher Education, Northwest Classroom Building and the Northeast Classroom Building. Trustees learned that if the Renovation of Existing Buildings Project would be approved and appropriated, the total local match would be \$1,098,750 for the Kluthe Center for Higher Education, \$1,632,500 for the Northeast Classroom Building, and \$2,748,750 for the Northwest Classroom Building.

Trustee Sullivan moved and Trustee Walk seconded to approve the College's FY 2022 RAMP application as presented for submission to the Illinois Community College Board.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Approval of Welding Facility Lease with Black Hawk College for the Kewanee Life Skills Re-Entry Center.

Trustees reviewed a recommendation from Dr. Bullock that the Board approve an agreement for the College to lease, for the period of nine months, a welding facility from Black Hawk College located in Kewanee, Illinois. Trustees reviewed details of the proposed lease agreement. Trustees learned:

- The Illinois Department of Corrections (IDOC) continues to request we deliver a welding program for eight inmates per cohort at the Kewanee Life Skills Re-Entry Center (LSREC). However, the LSREC does not have welding facilities available inside the fence to house this program.
- The facility owned by Black Hawk College is located approximately 2 miles from the prison. IDOC will bear the lease cost (\$53,925) fully as part of our contract for services at Kewanee.
- Rent will be paid in a monthly installment only when the Welding Center is utilized by inmates.

Trustee Cadwell moved and Trustee Curtis seconded to approve as presented a nine-month, welding facility usage agreement between Lake Land College and Black Hawk College, in the amount of \$53,925 and expiring June 30, 2021, as part of the College's contract with the Illinois Department of Corrections to provide educational services at the Kewanee Life Skills Re-Entry Center. Rent will be paid in a monthly installment only when the Welding Center is utilized by inmates.

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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 Duduit voted yes.

Absent: None.

Motion carried.

Closed Session.

7:12 p.m. – Trustee Storm moved and Trustee Curtis seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) to consider the appointment, employment, compensation, performance, discipline or dismissal of specific employees.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Dr. Bullock announced that the phone line enabling staff and members of the public to listen to the Board meeting via teleconference would remain open so if they stayed on the line they would be able to hear the meeting resume once the Board exited closed session.

Return to Open Session - Roll Call

7:18 p.m.

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

Trustees Absent: None.

Approval of Faculty Tenure Recommendations as Discussed in Closed Session.

Trustee Storm moved and Trustee Wright seconded to approve granting tenure to Mr. Timothy Flowers, Horticulture Instructor at the Vandalia Correctional Center, and Ms. Beulah Uphoff, Basic Nurse Assistant Instructor, effective with the beginning of the Spring 2021 semester.

There was no further discussion.

Roll Call Vote:

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

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No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Appointment of Interim Vice President of Student Services for a One-Year Term as Discussed in Closed Session.

Trustee Sullivan moved and Trustee Cadwell seconded to approve the one-year appointment of Ms. Valerie Lynch to the position of Interim Vice President for Student Service effective October 19, 2020. Ms. Lynch will maintain her faculty tenure while serving as interim vice president for student services.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Approval of Human Resources Report.

Trustees reviewed the Human Resources Report. Dr. Bullock requested the Board approve the report as presented and highlighted a new CDL instructor position recommendation.

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

The following employees are recommended for FMLA leave.

Board policy 05.14.12

Lisa Madlem	09/14/20-11/14/20
Kyle Sims	11/21/20-02/14/21
Kim Manion	08/10/20-intermittent

The following position has been recommended by the Lake Land College President's Cabinet

Lead Commercial Driver Trainer-Level 11, Support Staff

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Brown, Mackensie	Fitness Center Specialist	09/02/2020
	Primary Position is Covid-19 Checkpoint Screener	

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Croft, Hank	Test Proctor	09/02/2020
	Primary Position is Tutor - Associate-Lrng Asst	
Drake, Allen	Adjunct Faculty Ag. Division	08/24/2020
	Primary Position is Adj Faculty Ag Sub	
Jones, Tyler	Fitness Center Specialist	09/20/2020
	Primary Position is Asst Baseball Coach	
Mustafa, Munia	Tutor-Disability Services – BA	09/17/2020
	Primary Position is Tutor-Bachelor's-LRC	
Mustafa, Munia	Tutor - BA Community Edu.	09/17/2020
	Primary Position is Tutor-Bachelor's-LRC	

Part-time - Grant Funded

Mustafa, Munia	Tutor - Bachelor's Carl Perkins	09/17/2020
	Primary Position is Tutor-Bachelor's-LRC	

Unpaid Volunteer

Powers, Sarah	Dual Credit Instructor	09/29/2020
	Primary Position is Adj for Social Sc.	

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Thomas, Amelia	Laboratory Supervisor	09/03/2020

Part-time - Grant Funded

Denton, Debra	Perkins Test Proctor	09/05/2020
Figuerola, Chaskiesha	Pathways Substitute Instructor	08/30/2020

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Unpaid Volunteer		
McDonald, Dustin	Dual Credit Instructor	09/29/2020

Full-time

Morris, Janet	Financial Aid Accountant	10/19/2020
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Part-time

Beever, Faith	Special Needs Note Taker	08/28/2020
Brown, Mackensie	Covid-19 Checkpoint Screener	08/24/2020
Clark, Kierstin	Special Needs Note Taker	08/26/2020
Darrough, Kyrsten	Covid-19 Checkpoint Screener	09/15/2020
Diltz, Emma	Dual Credit Program Assistant	09/09/2020
Eugea, Dennis	Adj Faculty Technology Division	09/14/2020
Gordon, Camille	Adj Faculty Social Science Div	08/24/2020
Kaufman, Rachel	Covid-19 Checkpoint Screener	08/24/2020

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Mustafa, Munia	Tutor - BA Degree - Learning Ast.	09/17/2020
Reed, Bretta	Contact Tracer	09/28/2020
Sapp, Jordan	Covid-19 Checkpoint Screener	08/24/2020
Scheidemantel, Claire	Special Needs Note Taker	08/26/2020
Sweeney, Amy	Dual Credit Coordinator	03/25/2020

Part-time - Grant Funded

Lynch, Annette	Perkins Student Worker – Hum.	08/24/2020
Thomas, Joseph	Perkins Student Worker – Hum.	08/24/2020
Saril, Hannah	College Work Study - Adult Ed.	09/18/2020

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Askins, Tonya	Microcomputer Support Spec	09/14/2020
Boylan, Alana	Corr Com Cooking Inst Western	09/18/2020
Pentell, Stefanie	Corr Office Asst - Lawrence	09/18/2020
Riker, Kara	Associate Dean - Lawrence	09/10/2020

Part-time

Bowling, Deborah	Office Assistant Vo-Tech	09/30/2020
Rowan, Penny	Adj Doc College Funded Instr	12/15/2019
Stuemke, Shannon	Student Success Coach Trio	10/20/2019
Underwood, Race	Tutor - Student Lrng Asst Ct	12/15/2019

Transfers/Promotions

The following employees are recommended for a change in position

	Position	Effective Date
Full-time		
Keller, Misty	Coordinator of Emp. and Comp.	10/13/2020
	Transferring From: Employment Specialist	
Reed, Bretta	College Nurse	10/26/2020
	Transferring From: Contact Tracer	

Full-time - Grant Funded

Watson, Brian	Associate Dean-Vienna	10/05/2020
	Transferring From: Associate Dean-Shawnee	
Hurt, Betheny	Associate Dean-Vienna	
	Transferring From: Correctional Career Tech Instr. Shawnee	

Part-time

Van De List, Elizabeth	Kluthe Test Proctor	09/21/2020
	Transferring From: Office Assistant Allied Health	

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Part-time - Grant Funded

Figueroa, Chaskiesha	Pathways Substitute Instructor	09/21/2020
	Transferring From: Pathways	
	Classroom Assistant	
Van De List, Elizabeth	Perkins Test Proctor	09/21/2020
	Transferring From: Tutor/AS	
	Carl Perkins	

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Duduit voted yes.

Absent: None.

Motion carried.

Other Business. (Non-action)

Chair Reynolds thanked the trustees, faculty and staff for their flexibility to conduct board meetings in alignment with the College's Return to Campus plans and safety guidelines due to the pandemic. She said the Board would resume conducting committee meetings as needed in November.

There was no additional discussion.

Adjournment.

Trustee Curtis moved and Trustee Storm seconded to adjourn the meeting of the Lake Land College Board of Trustees at 7:23 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, November 5, 2020	Finance Committee Meeting 9 a.m. – Webb Hall 081
Monday, November 9, 2020	6 p.m. – Board Meeting – Webb Hall 081
Thursday, December 10, 2020	Resource and Development Committee Meeting 8 a.m. – Webb Hall 081 Finance Committee Meeting 9 a.m. – Webb Hall 081 Buildings and Site Committee Meeting 10 a.m. – Webb Hall 081
Monday, December 14, 2020	6 p.m. – Board Meeting – Webb Hall 081
Thursday, January 7, 2021	Resource and Development Committee Meeting 8 a.m. – Webb Hall 081 Finance Committee Meeting 9 a.m. – Webb Hall 081
Monday, January 11, 2021	6 p.m. – Board Meeting – Webb Hall 081
Thursday, February 4, 2021	Resource and Development Committee Meeting 8 a.m. – Webb Hall 081 Finance Committee Meeting 9 a.m. – Webb Hall 081
Monday, February 8, 2021	6 p.m. – Board Meeting – Webb Hall 081
Thursday, March 4, 2021	Resource and Development Committee Meeting 8 a.m. – Webb Hall 081 Finance Committee Meeting 9 a.m. – Webb Hall 081
Monday, March 8, 2021	6 p.m. – Board Meeting – Webb Hall 081
Thursday, April 8, 2021	Resource and Development Committee Meeting 8 a.m. – Webb Hall 081 Finance Committee Meeting 9 a.m. – Webb Hall 081
Monday, April 12, 2021	6 p.m. – Board Meeting – Webb Hall 081
Thursday, May 6, 2021	Resource and Development Committee Meeting 8 a.m. – Webb Hall 081 Finance Committee Meeting 9 a.m. – Webb Hall 081
Monday, May 10, 2021	6 p.m. – Board Meeting – Webb Hall 081

Thursday, June 10, 2021	Resource and Development Committee Meeting 8 a.m. – Webb Hall 081 Finance Committee Meeting 9 a.m. – Webb Hall 081
Monday, June 14, 2021	6 p.m. – Board Meeting – Webb Hall 081

Lake Land College
Board of Trustees
President Bullock

*Thank you for your
kindness and sympathy
at a time when it was
deeply appreciated.*

The Phil Walk Family

Thank You

Dear Members of the Board of
Trustees and President Bullock,

*During a time like this
we learn how much our family
and friends really mean to us.*

*Your expression of sympathy will
always be remembered.*

Thank you so much for the
lovely plant in memory of Derald.
We really appreciate your
thoughtfulness. Sincerely,
The Doebring Family
(Family of Cindy Phipps)



MEMO

TO: Board of Trustees
FROM: Dr. Josh Bullock, President
DATE: November 3, 2020
RE: Proposed Resolution to Abate Taxes for City of Altamont & Beecher City
Enterprise Zone

Please find attached a proposed resolution for your consideration to abate real estate taxes related to an enterprise zone application for the City of Altamont & Village of Beecher City.

The City of Altamont has had an Enterprise Zone since 1991 that will be expiring on December 31, 2020. With this new application, the Zone will include a designated Effingham County ordinance and a Village of Beecher City ordinance.

The initial duration of the Zone abatement program will be for 15 years with a review after 13 years for an additional 10-year designation. It will be subject to certification by the Illinois Department of Commerce and Economic Opportunity. The effective date of the Zone will be January 1, 2021, as determined by the state.

Per Board Policy 10.31, the proposed resolution was presented to the Board for first reading during the October 12, 2020, Board meeting. It is now respectfully requested the Board approve this Resolution as presented.

Lake Land College Board of Trustees



RESOLUTION NUMBER: 1120-006

DATE: November 9, 2020

**RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENT
FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL PROPERTY IMPROVEMENTS
IN THE ALTAMONT EFFINGHAM COUNTY ENTERPRISE ZONE**

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity will be asked to designate an area of Effingham County as an Enterprise Zone under the provisions of the Illinois Enterprise Zone Act (Ch. 67 ½, Illinois Revised Statutes, Par. 601 et. seq.) effective for a fifteen (15) year period upon approval and designation of the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, upon the abovementioned approval and certification, the City of Altamont's designating Ordinance no. 677-19, Effingham County's designating Ordinance no. 19-150a and the Village of Beecher City's designating Ordinance no. 467 will provide for property tax abatements on residential, commercial and industrial property attributable to new construction, expansion or rehabilitation of existing construction within such parcels comprising said Enterprise Zone if a taxing district has ordered an abatement of said taxes; and

WHEREAS, said property tax abatement is established as an incentive to stimulate commercial and industrial construction, expansion and/or rehabilitation in order to create and/or retain jobs within the private sector of the local economy; and

WHEREAS, certain property tax abatements are established as an incentive to promote residential construction, expansion and/or rehabilitation in order to encourage the stabilization, revitalization and elimination of blighting influences in residential neighborhoods of Effingham County; and

WHEREAS, this public taxing District finds that the Enterprise Zone designation will serve the interest of all local taxing authorities and the entire community by stimulating economic revitalization.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LAKE LAND COLLEGE, COMMUNITY COLLEGE DISTRICT #517, ILLINOIS, as follows:

Section I. That Lake Land College hereby agrees to a property tax abatement of for five (5) years, pursuant to Section 643 (e) of the Revenue Act of 1939, as amended, that a portion of their taxes on residential and commercial real property (real estate) located in the Altamont Effingham County proposed Enterprise Zone resulting from an increase in assessed valuation which is attributable to physical improvements on the property.

Section II. That Lake Land College hereby agrees to a property tax abatement of for ten (10) years, pursuant to Section 643 (e) of the Revenue Act of 1939, as amended, that a portion of their taxes on industrial real property (real estate) located in the Altamont Effingham County proposed Enterprise Zone resulting from an increase in assessed valuation which is attributable to physical improvements on the property.

Section III. Lake Land College will agree to take the necessary steps to direct the Effingham County Clerk to abate one-hundred (100) percent of that portion of the property (real estate) tax due to Lake Land College which is attributable to new construction, expansion and/or rehabilitation of existing construction on any residential, commercial or industrial properties located within the boundaries of the aforesaid contemplated Enterprise Zone. Any eligible residential, commercial or industrial property which has had new construction, expansion or rehabilitation completed after January 1, 2021, and before January 1, 2036, assuming said Enterprise Zone is approved and designated by the State of Illinois and the Department of Commerce and Economic Opportunity, shall then be eligible for a tax abatement. This property tax abatement shall not extend beyond the life of the Altamont Effingham County Enterprise Zone.

Section IV. This Resolution and every provision thereof shall be considered separable and the invalidity of any section, clause, paragraph, sentence or provision shall not affect the validity of any other portion of the resolution.

Section V. All Resolutions or parts of Resolutions conflicting with any of the provisions in this Resolution shall be and the same are hereby repealed by action of the Lake Land College.

Section VI. This Resolution shall be in effect from and after its passage by the Lake Land College, the approval and certification of the application by the Illinois Department of Commerce and Economic Opportunity (DCEO).

ADOPTED this 9th day of November, 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

Seal:

SECRETARY'S CERTIFICATE

I, Gary Cadwell, 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 to authorize participation in the abatement of real property tax in the Altamont Effingham County Enterprise Zone, 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 November, 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 9th day of November, 2020.

Secretary, Board of Trustees



MEMO

TO: Board of Trustees

FROM: Dr. Josh Bullock, President

DATE: October 29, 2020

RE: Resolution to Support Extending the Life of the City of Effingham Central
Redevelopment Project Area and Industrial Area TIF Districts

The City of Effingham is proposing an extension of the Central Redevelopment Project Area (Downtown Area) TIF District and the Effingham South Central Industrial Project Area (Industrial) TIF District, both for an additional 12 years. The Central Area TIF was established in 2000 with a life of 23 years. The Industrial TIF was established in 2003 with a life of 23 years. The extension of the life of these TIF Districts would allow the City to complete redevelopment projects within the TIF boundaries. The city is working with Illinois Senator Jason Plummer to create the legislation necessary to fulfill the requirements for the introduction of the amendment to the Illinois General Assembly. As a result, the City has requested support from its taxing bodies. Thus, I respectfully request the Board of Trustees approve the attached resolution to support the extension of the life of these two TIF Districts by 12 years for the City of Effingham.

Attachment

Lake Land College Board of Trustees



RESOLUTION NUMBER: 1120-007

DATE: November 9, 2020

RESOLUTION FOR SUPPORTING EXTENSION OF THE LIFE OF THE CITY OF EFFINGHAM CENTRAL AREA TIF DISTRICT AND INDUSTRIAL TIF DISTRICT

WHEREAS, the City of Effingham has a Tax Increment Financing (TIF) District known as the Central Redevelopment Project Area (Central Area) and a TIF District known as the Effingham South Central Industrial Project Area (Industrial) TIF District; and

WHEREAS, the Central Area TIF was established in 2000 with a life of twenty-three (23) years; and

WHEREAS, the Industrial TIF was established in 2003 with a life of twenty-three (23) years; and

WHEREAS, the City desires to extend the life of these two TIF Districts for an additional twelve (12) years each in order to complete development projects; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, and the State of Illinois, does hereby adopt this resolution in favor of 12-year extensions of the life of two TIF Districts for the City of Effingham including the Central Area TIF District and the Industrial TIF District.

PASSED BY THE GOVERNING BOARD OF LAKE LAND COLLEGE, COMMUNITY COLLEGE DISTRICT No. 517, this 9th day of November, 2020, with a vote of _____ ayes and _____ nays.

ATTEST:

Board President

Board Secretary



MEMO

TO: Dr. Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC: Greg Nuxoll, Vice President for Business Services

DATE: October 13, 2020

RE: IPRF Stimulus Grant

I would like to request that the Board of Trustees accept the IPRF Stimulus Grant. This grant is provided by the Illinois Public Risk Fund, who administers our workers compensation program. This grant is for \$3,714 and is designed to ease the burden of safety-related expenses. This grant will cover products that are identified by IPRF Loss Control agents that will assist in reducing injuries or illness. This check is in addition to our annual safety grant.



MEMO

TO: Dr. Josh Bullock, President

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

DATE: October 22, 2020

RE: September 2020 Financial Statement Summary

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

Areas of Concern:

- We do not feel we have any significant budgetary areas of concern through September 2020 of FY2021. We continue to closely monitor the COVID-19 Pandemic situation and the impact on our financials in all respects and will keep the Board informed as developments arise in the future.

Overall Variances:

- *Revenue* – Total September 2020 revenue was \$4,306,006 resulting in a favorable variance of \$1,224,053 compared to the budgeted level. The monthly variance is favorable mainly due to receiving multiple ICCB Credit Hour Grant Payments and ICCB Equalization Grant Payments in the month of September. Year to date (YTD), total revenue is favorable to budget by \$746,875 in aggregate mainly resulting from a \$578,951 favorable variance in tuition and smaller favorable variances in local source revenue and ICCB Credit Hour Grant Payments.
- *Expenditures* – Total September 2020 expenditures were \$2,116,512 resulting in an overall favorable variance of \$144,549. Year to date, expenditures remain favorable overall by \$2,596,484 attributable to favorable variance in nearly all budgetary line items.

Revenue Variances:

- *Local Sources* – A monthly unfavorable variance exists of \$854,851 due to Effingham County taxes being received later than normal while the year to date variance remains favorable by \$152,114.

- *ICCB Credit Hour Grant* – We received three payments in September 2020 resulting in a favorable monthly variance of \$909,806. Year to date, this area is favorable by \$157,845. The variances are timing related as we typically receive a larger payment in the 1st month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year-end.
- *ICCB Equalization Grant* – We received three equalization payments in September 2020 resulting in a favorable monthly variance of \$1,036,215. This area is unfavorable \$47,433 YTD. The unfavorable variance is timing related based on a slow payment process from the State of Illinois, but we are hopeful it will normalize by year-end.
- *Tuition & Fees* – September 2020 had an unfavorable variance for tuition of \$100,511 and fees in the amount of \$13,080. Year to date, there is a favorable variance for tuition of \$578,951 and a favorable variance for fees of \$68,526. The variance in tuition revenue is attributable to enrollment exceeding budgeted enrollment levels. The fees remain favorable YTD due to more course offerings early in the fiscal year than anticipated along with students registering later. We expect the favorable variance to normalize in the upcoming months due to the cancelling of the IDOT and other classes due to COVID-19.
- *Other State Sources* – Other State Sources revenue is favorable \$288,231 MTD and unfavorable by \$16,149 YTD.
- *Other Revenue* – Other revenue is unfavorable by \$68,182 MTD and \$180,808 YTD. The variances are unfavorable due to reduced CBI and CDL during the summer due to the COVID-19 pandemic.
- *Gifts in Kind* – Gifts in Kind revenue is favorable by \$26,425 MTD and \$33,828 YTD.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall, the salary and wage lines had a favorable variance in September 2020 of \$222,047. Year to date the salary and wage area is favorable by \$1,748,382. The YTD favorable variance is expected to normalize as the academic year progresses and some positions are filled.
- *Employee Benefits (overall)* – Overall, there was an unfavorable variance in employee benefits in September 2020 in the amount of \$12,642. Year to date this area is favorable by \$152,042.
- *Instructional* – The Instructional expenditures had favorable variance in September 2020 of \$144,811 and is favorable \$1,471,868 for the year. The YTD variance is mainly attributable to favorable variances in salary and wages, employee benefits and general material and supplies.
- *Academic Support* – The Academic Support expenditures had a favorable variance in September 2020 of \$13,515. Year to date, the Academic Support expenditures are favorable by \$86,772.

- *Student Services* – The Student Services expenditures had a favorable variance in September 2020 of \$1,882. Year to date, the Student Services expenditures are favorable by \$116,017.
- *Public Service/Continuing Education* – The Public Service/Continuing Education had a favorable September 2020 variance of \$18,418. Year to date, this area is favorable by \$80,565.
- *Operations & Maintenance* – The Operations and Maintenance expenditures had an unfavorable overall September 2020 variance of \$11,611. Year to date, this area is favorable by \$124,352.
- *Institutional Support* – The Institutional Support expenditures had an unfavorable September 2020 variance of \$16,967. Year to date, the Institutional Support expenditures are favorable to budget by \$1,057,040 with the most significant favorable budget line items of \$357,461 in salary and wages and \$259,085 in general material and supplies.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area had an unfavorable variance for September 2020 of \$5,499. Year to date, this area is unfavorable by \$340,129. The unfavorable variance is attributable to the College providing more scholarships than anticipated in the first two full months of FY 2021.

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

Sep-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	FY20 Final Audited Numbers	FY21 Annual Budget
Revenues:										
1,188,633	2,043,484	(854,851)	Local Sources	4,626,250	4,474,136	152,114	3.40%	4,813,970		8,570,088
1,285,787	375,980	909,806	ICCB Credit Hour Grant	1,285,787	1,127,941	157,845	13.99%	1,243,492		4,511,765
1,578,038	541,824	1,036,215	ICCB Equalization Grant	1,578,038	1,625,472	(47,433)	-2.92%	1,431,221		6,501,885
328,023	39,792	288,231	Other State Sources	389,755	405,904	(16,149)	-3.98%	-		1,154,556
-	-	-	Tech Refresh	-	-	-	0.00%	-		-
(98,798)	1,713	(100,511)	Tuition	4,958,863	4,379,912	578,951	13.22%	5,335,667		7,343,725
(18,436)	(5,356)	(13,080)	Fees	1,736,523	1,667,997	68,526	4.11%	1,871,304		2,978,135
16,335	84,516	(68,182)	Other Revenue	120,740	301,548	(180,808)	-59.96%	332,672		2,184,722
26,425	-	26,425	Gift in Kind	33,828	-	33,828	0.00%	-		-
4,306,006	3,081,953	1,224,053	Total Revenues	14,729,784	13,982,909	746,875	(0)	15,028,326	-	33,244,876
Expenditures:										
Instructional										
817,850	985,399	167,549	Salary and Wages	2,347,854	3,560,533	1,212,678	34.06%	2,816,088		11,688,485
182,239	173,084	(9,156)	Employee Benefits	442,967	519,251	76,284	14.69%	456,990		2,199,206
17,571	7,950	(9,621)	Contractual Services	24,349	59,875	35,526	59.33%	6,047		402,535
38,531	57,496	18,965	General Materials and Supplies	67,073	202,337	135,264	66.85%	123,710		514,753
121	9,128	9,007	Travel and Meeting Expenses	1,311	23,403	22,092	94.40%	6,895		106,122
6,750	1,000	(5,750)	Fixed Charges	4,568	14,900	10,332	69.34%	-		48,875
5,036	5,278	242	Capital Outlay	5,036	11,153	6,117	54.85%	-		36,644
-	-	-	Other Expenditures	-	-	-	0.00%	-		-
26,425	-	(26,425)	Gift in Kind	26,425	-	(26,425)	0.00%	-		-
1,094,523	1,239,334	144,811	Total Instructional	2,919,583	4,391,451	1,471,868	33.52%	3,409,730	-	14,996,620
Academic Support										
47,152	43,458	(3,694)	Salary and Wages	133,622	172,634	39,012	22.60%	142,447		435,063
11,487	12,662	1,175	Employee Benefits	28,285	37,987	9,702	25.54%	26,433		85,203
-	-	-	Contractual Services	-	300	300	100.00%	-		1,500
3,101	18,508	15,408	General Materials and Supplies	33,785	63,316	29,531	46.64%	21,954		203,866
-	1,567	1,567	Travel and Meeting Expenses	18	8,000	7,982	99.78%	10,764		8,800
940	-	(940)	Fixed Charges	4,555	4,800	245	5.10%	4,514		4,800
-	-	-	Capital Outlay	-	-	-	0.00%	-		-
-	-	-	Gift in Kind	-	-	-	0.00%	-		-
62,680	76,196	13,515	Total Academic Support	200,265	287,037	86,772	30.23%	206,112	-	739,232
Student Services										
124,997	132,114	7,118	Salary and Wages	411,176	465,580	54,404	11.69%	382,439		1,673,994
38,660	32,734	(5,926)	Employee Benefits	95,756	98,203	2,447	2.49%	87,390		402,597
-	-	-	Contractual Services	10,086	9,322	(764)	-8.20%	9,322		9,322
5,407	4,421	(986)	General Materials and Supplies	12,219	54,001	41,782	77.37%	15,870		81,609
299	1,975	1,676	Travel and Meeting Expenses	1,181	19,329	18,148	93.89%	2,944		39,830
-	-	-	Other Expenditures	-	-	-	0.00%	-		7,500
169,362	171,244	1,882	Total Student Services	530,418	646,434	116,017	17.95%	497,965	-	2,214,852
Public Service/Cont Ed										
22,639	34,233	11,594	Salary and Wages	69,508	108,813	39,305	36.12%	81,842		446,255
4,097	4,702	605	Employee Benefits	11,901	14,106	2,205	15.63%	14,964		57,828
2,354	2,000	(354)	Contractual Services	5,767	6,000	233	3.88%	12,086		34,000
2,635	9,379	6,744	General Materials and Supplies	7,087	45,295	38,208	84.35%	17,072		93,409
451	368	(83)	Travel and Meeting Expenses	687	1,199	512	42.73%	892		4,887
12,616	12,528	(88)	Fixed Charges	37,861	37,963	101	0.27%	37,882		151,965
-	-	-	Capital Outlay	-	-	-	0.00%	-		-
-	-	-	Other	-	-	-	0.00%	-		-
-	-	-	GIK	-	-	-	0.00%	-		-
44,792	63,210	18,418	Total Public Service/ Cont Ed	132,811	213,376	80,565	37.76%	164,739	-	788,344
Operations & Maintenance										
67,773	75,304	7,531	Salary and Wages	193,836	239,359	45,523	19.02%	227,231		981,641
25,327	26,945	1,618	Employee Benefits	64,406	81,834	17,428	21.30%	66,640		333,390
41,908	23,136	(18,772)	Contractual Services	54,336	37,811	(16,524)	-43.70%	84,294		256,570
15,016	7,324	(7,692)	General Materials and Supplies	40,007	28,741	(11,266)	-39.20%	37,195		207,900
-	-	-	Travel and Meeting Expenses	-	375	375	100.00%	-		1,250
13,526	9,930	(3,596)	Fixed Charges	50,956	31,040	(19,916)	-64.16%	53,331		124,160
97,887	107,188	9,300	Utilities	285,770	316,906	71,135	22.45%	276,664		1,278,583
-	-	-	Capital Outlay	-	15,000	15,000	100.00%	753,229		15,000
-	-	-	Contingency Funds	-	30,000	30,000	0.00%	-		65,000
-	-	-	Gift In Kind	7,403	-	(7,403)	100.00%	-		-
261,438	249,827	(11,611)	Total Operation and Maint	656,715	781,067	124,352	2	1,498,584	-	3,263,494
Institutional Support										
244,713	276,662	31,949	Salary and Wages	367,865	725,326	357,461	49.28%	464,317		3,503,366
71,840	70,881	(958)	Employee Benefits	175,907	219,882	43,975	20.00%	189,325		1,315,695
34,768	51,251	16,483	Contractual Services	140,609	265,378	124,769	47.02%	55,335		803,404
56,234	54,195	(2,038)	General Materials and Supplies	317,481	576,566	259,085	44.94%	496,538		1,137,624
-	8,136	8,136	Travel and Meeting Expenses	142	21,830	21,688	99.35%	6,139		91,495
6,274	75	(6,199)	Fixed Charges	195,158	206,275	11,117	5.39%	2,553		217,150
-	-	-	Capital Outlay	-	29,416	29,416	100.00%	3,477		36,616
66,856	50	(66,806)	Contingency Funds	97,290	233,684	136,394	58.37%	3,223		96,256
(5,171)	-	5,171	Other	(5,171)	2,250	7,421	0.00%	-		1,139,032
-	-	-	Tech refresh	-	-	-	0.00%	17,610		-
-	-	-	Strategic Initiatives	-	90,000	90,000	100.00%	37,379		360,000
2,704	-	(2,704)	COVID Expenses	24,285	-	(24,285)	0.00%	-		-
478,217	461,250	(16,967)	Total Institutional Support	1,313,566	2,370,606	1,057,040	5	1,275,897	-	8,700,638
5,499	-	(5,499)	Scholarships, grants, waivers	340,129	-	(340,129)	#DIV/0!	368,892		1,133,567
2,116,512	2,261,060	144,549	Total Expenditures	6,093,487	8,689,970	2,596,484	29.88%	7,421,918	-	31,836,747
2,189,494	820,892	1,079,505	Revenue Less Expenditures	8,636,297	5,292,939	(1,849,609)	(1)	7,606,408	-	1,408,129
30,796	117,344	86,548	Transfers Out:	295,128	352,032	56,904	16.16%	305,729		1,408,129
Excess of Revenues over Expenditures & Transfers										
2,158,698	703,548	992,956		8,341,169	4,940,907	(1,906,513)	(1)	7,300,679	-	-

Current Month				Current YTD	Current YTD	Current YTD
Current Month	Budget	Variance		Actual	Budget	Budget Variance
1,325,123.87	1,547,170.73	222,046.86	Salary and Wages	3,523,861.94	5,272,244.31	1,748,382.37
333,650.48	321,008.45	(12,642.03)	Employee Benefits	819,221.83	971,263.38	152,041.55
96,600.10	84,337.15	(12,262.95)	Contractual Services	235,146.03	378,685.97	143,539.94
120,923.19	151,323.08	30,399.89	General Materials and Supplies	477,653.02	970,255.80	492,602.78
870.99	21,173.46	20,302.47	Travel and Meeting Expenses	3,337.96	74,135.49	70,797.53
40,106.56	23,532.51	(16,574.05)	Fixed Charges	293,097.73	294,977.53	1,879.80
97,887.41	107,187.60	9,300.19	Utilities	245,770.42	316,905.81	71,135.39
5,035.89	5,277.50	241.61	Capital Outlay	5,035.89	55,568.14	50,532.25
66,856.02	50.00	(66,806.02)	Contingency Funds	97,290.07	233,683.92	136,393.85
(5,171.00)	-	5,171.00	Other Expenditures	(5,171.00)	2,250.00	7,421.00
2,081,883.51	2,261,060.48	179,176.97	Total	5,695,243.89	8,569,970.35	2,874,726.46

Lake Land College
FY2021 Salary, Wage & Benefits Detail

Salary & Wages	Year to Date			FY2020 Budgeted		FY20 Projections		
	<u>Actual</u>	<u>Budgeted</u>	<u>Variance</u>			<u>Projected Actual</u>	<u>Budgeted</u>	<u>Variance</u>
Salary and Wages - Instructional	\$2,347,854	\$3,560,533	\$1,212,678	\$11,688,485			\$11,688,485	\$11,688,485
Salary and Wages - Acad. Support	\$133,622	\$172,634	\$39,012	\$435,063			\$435,063	\$435,063
Salary and Wages - Stud. Svcs	\$411,176	\$465,580	\$54,404	\$1,673,994			\$1,673,994	\$1,673,994
Salary and Wages - Public Svc.	\$69,508	\$108,813	\$39,305	\$446,255			\$446,255	\$446,255
Salary and Wages - Maintenance	\$193,836	\$239,359	\$45,523	\$981,641			\$981,641	\$981,641
Salary and Wages - Inst. Support	\$367,865	\$725,326	\$357,461	\$3,503,366			\$3,503,366	\$3,503,366
Total Salary and Wages	\$3,523,862	\$5,272,244	\$1,748,382	\$18,728,804		\$0	\$18,728,804	\$18,728,804

Employee Benefits	Year to Date			FY2020 Budgeted		FY20 Projections		
	<u>Actual</u>	<u>Budgeted</u>	<u>Variance</u>			<u>Projected Actual</u>	<u>Budgeted</u>	<u>Variance</u>
Employee Benefits - Instructional	\$442,967	\$519,251	\$76,284	\$2,199,206			\$2,199,206	\$2,199,206
Employee Benefits - Acad. Support	\$28,285	\$37,987	\$9,702	\$85,203			\$85,203	\$85,203
Employee Benefits - Stud. Svcs	\$95,756	\$98,203	\$2,447	\$402,597			\$402,597	\$402,597
Employee Benefits - Public Svc.	\$11,901	\$14,106	\$2,205	\$57,828			\$57,828	\$57,828
Employee Benefits - Maintenance	\$64,406	\$81,834	\$17,428	\$333,390			\$333,390	\$333,390
Employee Benefits - Inst. Support	\$175,907	\$219,882	\$43,975	\$1,315,695			\$1,315,695	\$1,315,695
Total Employee Benefits	\$819,222	\$971,263	\$152,042	\$4,393,919		\$0	\$4,393,919	\$4,393,919

Sep-20

Operations & Maint Restricted--Fund 03

	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Local Sources	782,152	843,960	(61,808)	806,089	1,573,422
Bond Proceeds	-	-	-		
Loan Proceeds	-	-	-		
Investment Income	85,655	-	85,655	55,132	
Total Revenues	867,807	843,960	23,847	861,221	1,573,422
Expenditures:					
Student Center Renovations : Buildi	(443)	-	443	1,654,883	-
Construction Proj : Site Improvemen	53,381	870,000	816,619		870,000
PHS Projects : Site Improvements		-			-
New Site: Sire Improvements	532,662	1,580,000	1,047,338		3,199,570
Other		-	-	24,866	-
Total Expenditures	585,601	2,450,000	1,864,399	1,679,749	4,069,570
Excess of Revenues over					
Expenditures & Transfers	282,206	(1,606,040)	1,888,246	(818,528)	(2,496,148)

Sep-20	Bond and Interest--Fund 04				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
General : Local Taxes	3,350,681	4,349,844	(999,163)	3,608,605	6,596,250
General : Investment Income	-	-	-	-	-
General : Transfer from Other Funds	-	-	-	-	163,000
Total Revenues	3,350,681	4,349,844	(999,163)	3,608,605	6,759,250
Expenditures:					
Work Cash Bonds : Debt Principal Pa	-	-	-	-	-
Work Cash Bonds : Interest on Debt	(47,856)	-	47,856	-	-
Work Cash Bonds : Other Fixed Charg	-	-	-	-	-
Funding Bonds : Debt Principal Paym	-	-	-	-	6,340,000
Funding Bonds : Interest on Debt	(47,199)	-	47,199	-	416,250
Funding Bonds : Other Fixed Charges	600	-	(600)	-	3,000
Funding Bonds : Bond Is	-	-	-	-	-
Administration : Intere	-	-	-	600	-
Total Expenditures	(94,455)	-	(94,455)	600	6,759,250
Excess of Revenues over					
Expenditures & Transfers	3,445,136	4,349,844	(904,708)	3,608,005	-

Sep-20

Auxillary Enterprise Fund--Fund 05

	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Ag Judging Activity Fees	-	-	-	-	6,500
Ag Judging Transfer	-	-	-	-	24,000
Auto Shop	-	7,500	(7,500)	-	15,000
Athletics	-	-	-	-	550,902
Fitness Center	21,744	32,306	(10,562)	23,833	55,000
Bookstore	302,539	159,021	143,518	422,214	636,084
Print Shop	197,358	197,196	162	246,097	638,066
Food Service	-	-	-	127	7,600
College Farm	35	-	35	35	94,675
Comm Choir	-	-	-	-	5,100
Student Life	108,130	-	108,130	117,090	259,208
WLKL Radio Activity fees	-	-	-	-	1,100
Transfer for Tuition Waivers	-	-	-	-	515,000
Total Revenues	629,806	396,023	233,783	809,397	2,808,235
Expenditures:					
Ag Judging	3,053	8,611	5,558	4,828	31,108
Auto Shop	-	7,500	7,500	445	15,000
Athletics	101,108	282,687	181,579	126,636	604,109
Fitness Center	11,970	35,398	23,428	14,553	104,497
Bookstore	290,869	219,880	(70,989)	388,844	674,621
Print Shop	152,175	184,336	32,161	192,984	599,489
Food Service	2,636	2,524	(112)	2,307	10,349
College Farm	5,223	115,035	109,813	8,163	168,846
Comm Choir	-	400	400	130	5,100
Student Life	38,405	92,951	54,545	65,881	252,646
WLKL Radio	-	200	200	-	1,100
Tuition Waivers	295,128	312,500	17,372	305,729	625,000
Total Expenditures	900,567	1,262,021	361,454	1,110,500	3,091,866
Excess of Revenues over					
Expenditures & Transfers	(270,761)	(865,998)	595,237	(301,103)	(283,631)

Sep-20	Restricted Purposes Fund--Fund 06				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Adult Ed	14,403	116,436	(102,032)	-	496,515
Pathways	35,508	102,480	(66,972)	62,295	409,919
Perkins	68,121	90,713	(22,592)	88,351	437,868
WIOA	277,053	837,822	(560,768)	505,601	3,067,587
College Work Study	342	37,500	(37,158)	-	75,000
GAST	28,200	14,000	14,200	3,200	14,000
CARES Funds	875,745	-	875,745	-	-
IL Cooperative Work Study	22,282	18,000	4,282	-	18,000
IPRF Grant	22,780	27,000	(4,220)	24,628	44,000
Veterans Services	21,229	268,500	(247,271)	46,680	537,000
ISAC MAP	-	380,000	(380,000)	-	760,000
Department Of Education	1,949,386	2,740,702	(791,316)	2,746,214	5,481,404
Direct loans	51,492	1,034,000	(982,508)	511,201	2,068,000
Corrections	334,217	3,290,921	(2,956,704)	331,651	12,551,352
Privately Funded Grant	88,884	42,500	46,384	69,785	85,000
TRIO SSS	75,058	58,761	16,297	116,996	265,801
TRIO DC	115,719	71,018	44,700	120,366	308,702
Total Revenues	3,980,418	9,130,352	(5,149,935)	4,626,967	26,620,148
Expenditures:					
Adult Ed	81,391	110,172	28,781	89,258	496,515
Pathways	83,240	92,654	9,414	81,501	409,919
Perkins	97,383	90,713	(6,670)	88,351	437,868
WIOA	431,587	837,822	406,235	1,030,651	3,067,587
College Work Study	644	37,500	36,856	2,627	75,000
GAST	-	14,000	14,000	10,000	14,000
CARES Funds	1,070,964	-	(1,070,964)	-	-
IL Cooperative Work Study	(3,663)	18,000	21,663	-	18,000
IPRF Grant	1,980	27,000	25,020	11,335	44,000
Veterans Services	94,095	268,500	174,405	82,759	537,000
ISAC MAP	409,230	380,000	(29,230)	510,421	760,000
Department of Education	2,018,554	2,740,702	722,148	2,744,295	5,481,404
Direct loans	387,627	1,034,000	646,373	513,293	2,068,000
Corrections	2,089,005	3,290,922	1,201,917	1,980,672	12,551,352
Privately Funded Grant	266,710	42,500	(224,210)	4,072	85,000
TRIO SSS	85,125	58,761	(26,364)	76,371	265,801
TRIO DC	80,798	71,018	(9,780)	83,919	308,702
Total Expenditures	7,194,670	9,114,263	1,919,593	7,309,524	26,620,148
Excess of Revenues over					
Expenditures & Transfers	(3,214,252)	16,089	(3,230,342)	(2,682,556)	-

Sep-20	Audit Fund--Fund 11				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Local Taxes	45,737	48,275	(2,538)	32,900	90,000
Total Revenues	45,737	48,275	(2,538)	32,900	90,000
Expenditures:					
Admin Staff Ful	5,295	6,052.42	757	5,353	24,821.74
Support Staff F	3,300	3,852.30	553	3,325	15,666.04
Medical Benefit	1,904	2,321.31	417	1,885	9,517.37
Life Insurance	6	6.90	1	6	27.60
Audit Services	36,800	34,500.00	(2,300)	32,063	46,000.00
Printing	-	-	-	-	500.00
Total Expenditures	47,305	46,733	(572)	42,631	96,533
Excess of Revenues over Expenditures & Transfers	(1,568)	1,542	(3,110)	(9,731)	(6,533)

Sep-20	Tort Fund--Fund 12				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Local Taxes	771,394	817,988	(46,593)	710,239	1,525,000
Misc Income	-	-	-		
Total Revenues	771,394	817,988	(46,593)	710,239	1,525,000
Expenditures:					
Student Services	20,873	31,575	10,702	23,587	114,892
Operations and Maintenance	37,775	68,299	30,524	46,451	280,090
Police Dept	114,283	131,341	17,058	116,525	446,065
Institutional Support	23,459	35,171	11,713	23,654	144,236
Fixed Charges-ins	245,283	206,956	(38,327)	171,822	846,360
Total Expenditures	441,673	473,342	31,670	382,040	1,831,643
Excess of Revenues over Expenditures & Transfers	329,722	344,645	(14,924)	328,199	(306,643)



MEMO

To: Dr. Josh Bullock, President
From: Jeff Branson, Chief of Police
Date: October 16, 2020
Subject: Recommendation to Renew Government
Telecommunications Consortium (GovTC)

Memo

For public safety purposes, Lake Land College currently partners with other local law enforcement entities to enhance public safety and provide assistance to each other when necessary. With advances in technology and more reliance on video footage in the realm of police work, the group has identified the need to replace the county-wide leased copper network with our own point-to-point network. In working cooperatively with each entity towards that goal, it became apparent that the relationship and rights of each entity should be formalized and a consortium created. This consortium was created and we joined in 2018. The other members of this consortium are Coles County, City of Charleston, City of Mattoon and Eastern Illinois University.

The recommended changes to the Intergovernmental agreement (IGA), allow GOV TC to change to a non-profit for tax purposes.

I recommend the College sign the new Master Agreement with the modified language.

I will be available if you have any questions.

Thank you!

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT FOR MEMBERSHIP IN A
GOVERNMENT TELECOMMUNICATIONS CONSORTIUM (GovTC)**

This Amended and Restated Intergovernmental Agreement ("Agreement") is entered into on the date set forth below, by and between the parties that have executed this Agreement pursuant to its terms (collectively referred to as "Parties").

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, Section 10-40 of the Eastern Illinois University Law, 110 ILCS 665/10-40, authorizes the Board of Trustees of Eastern Illinois University to enter into contracts with municipalities within which the University is located, in whole or in part, for such municipality to provide essential municipal services;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share telecommunications equipment and services; and

WHEREAS, the Parties wish to establish a long-term, shared telecommunications service and support consortium to operate more efficiently, reduce risk, and provide for a collaborative environment for innovation and continuous improvement.

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose; Authority

Section 1. The organization is organized exclusively for charitable, religious, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. To the extent not inconsistent with such purposes, the general purpose of this Agreement is to establish a long-term, shared telecommunications service and support consortium to support the governmental mission of solely the Members and to establish its governing Board and Members.

Section 2. The Members agree to establish GovTC as an intergovernmental entity to implement the functions, services, and responsibilities described in this Agreement.

Section 3. Except to the extent provided in this Agreement and the By Laws, the GovTC consortium shall operate in accordance with the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1, *et seq.*, and the Illinois Freedom of Information Act, 5 ILCS 140.1, *et seq.* Where there is a conflict between the By-Laws or the Agreement and such statutes, the By-Laws shall prevail to the greatest extent permitted by law.

Section 4. The Members agree that no one Member shall be responsible or liable, in whole or in part, for the acts of GovTC, or the agents or contractors of GovTC, or any other Members acting separately or in conjunction with the implementation of the activities of GovTC.

II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word "shall" is mandatory; the word "may" is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) "ACCOUNT" - the account or accounts established and funded by the Members to: (1) pay the joint administrative expenses of GovTC; (2) fund its pro rata share of certain approved telecommunications initiatives for GovTC; and (3) pay any other expenditure approved by the Board and/or otherwise authorized by the terms of this Agreement.
- (b) "AGREEMENT" - this Intergovernmental Agreement for Membership in a Government Telecommunications Consortium.
- (c) "ANNUAL CONTRIBUTION" — the annual proportional amount paid by each Member for Shared Initiatives plus any agreed upon administration fees such as the annual audit.
- (d) "BOARD" - the Board of Directors of GovTC, consisting of one (1) Director and one (1) alternate Director from each Member.
- (e) "BY-LAWS" — the by-laws of the GovTC Board, attached as Exhibit B, as the Board may be amend from time to time.
- (f) "CHARTER MEMBER" — the founding members of the GovTC.
- (g) "CHIEF ADMINISTRATIVE OFFICER" - the City or Village Manager or Administrator for each Member which is a municipality and the highest appointed officer for any other Member.
- (h) "CORPORATE AUTHORITIES" - the governing body of each Member.
- (i) "FISCAL YEAR" - the twelve month period commencing on January 1 of a particular year.
- (j) "FORMER MEMBER" - any entity which was once a Member, but has either withdrawn from GovTC or whose status as a Member was terminated pursuant to this Agreement.

- (k) "FUND BALANCE" - the amount of Shared Assets exceeding liabilities at any point in time using generally accepted accounting principles.
- (l) "GOVERNMENT TELECOMMUNICATIONS CONSORTIUM" or "GovTC" – the consortium created pursuant to this Agreement.
- (m) "INITIAL MEMBERSHIP FEE" - the fee paid upon joining GovTC to fund the initial Shared Initiatives developed within consortium.
- (n) "INTELLECTUAL PROPERTY" - any and all software, data, maps, or related items generated by or for GovTC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.
- (o) "MASTER CONTRACT" - the standard contract agreement between GovTC and a Member.
- (p) "MEMBER" - a Unit which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (q) "MEMBERS ATTRITION FORMULA" - the distribution of Shared Assets based on Member initial membership fee and date and its age.
- (s) "MEMBER GUIDELINES" - the procedures established by the Board to implement operations under this Agreement.
- (t) "MINIMUM MEMBERSHIP CRITERIA" - the evaluation criteria used by the Board for consideration of new Members as defined in Exhibit A.
- (u) "QUORUM" - the required percentage of Directors necessary for the Board to hold a meeting.

A quorum is present when a majority (more than 50%) of the Directors is present at a duly called meeting of the Board.

- (v) "RESERVES" - the amount established through an excess of Annual Contributions over expenses and established to reduce the volatility of GovTC expenses.
- (w) "SERVICE PROVIDER" - any person or entity that GovTC designates to establish, operate, maintain or support Telecommunications infrastructure and services for the Members.
- (x) "SECONDARY SERVICE PROVIDER" - a Service Provider not limited to a supplier of software, hardware, or other services.
- (y) "SHARED ASSETS" - the collective investments in hardware, software and other telecommunications equipment made and used by the Members pursuant to this Agreement.
- (z) "SHARED INITIATIVES" - the programs or Shared Assets where the cost will be shared by the Members and held by GovTC.
- (aa) "SOFTWARE" - the computer programs, form designs, user manuals, data specifications and associated documentation employed as part of Shared Initiatives.
- (bb) "UNIT" - includes any political subdivision of the State of Illinois, including community colleges and state universities, or any department or agency of the state government or any city, village or any taxing body that is not a Member.

III. Membership

Section 1. The Charter Members of GovTC shall be the City of Charleston, City of Mattoon, Board of Trustees of Eastern Illinois University, Lake Land College and Coles County.

Section 2. Units may apply and obtain for membership in GovTC as provided in the ByLaws. Any new Unit joining GovTC must meet Minimum Membership Criteria, as the Board may amend from time to time. Any exceptions to the Minimum Membership Criteria must be approved by two-thirds (2/3) affirmative vote of the entire Board, with the new Unit defining and committing to a plan to meet the full Minimum Membership Criteria within a specified timeframe.

IV. Board of Directors

Section 1. The governing body of GovTC shall be its Board of Directors, which shall operate pursuant to the By-Laws attached as Exhibit B, as they may be amended by the Board from time to time.

Section 2. The Chief Administrative Officer of each Member shall appoint one (1) Director to the Board, who shall have one (1) vote, and shall also appoint one alternate Director who shall be entitled to attend meetings of the Board but may only vote in the absence of the Member's Director. The Chief Administrative Officer shall promptly fill any vacant Director or alternate Director position.

Section 3. The officers of the Board shall consist of a President, a Vice-President, a Treasurer, and a Secretary, who shall exercise those powers and duties described in the By-Laws.

V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers to:

- (a) Take such action, as it deems necessary and appropriate, to accomplish the general purposes of this Agreement and exercising other ancillary administrative powers.
- (b) Authorize all GovTC expenditures.
- (c) Establish and collect the Initial Membership Fee.
- (d) Establish and collect Annual Contributions for services to Members.
- (e) Establish an annual budget and cause to be delivered an annual financial accounting report in writing to its Members as described in this Agreement.
- (f) Establish reserves for the purposes of operating GovTC.
- (g) Manage reserves including but not limited to the investment thereof.

- (h) Establish general policies and procedures necessary to implement GovTC's authority and purpose consistent with section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, this Agreement and the By-Laws, including without limitation the Minimum Membership Criteria, Member Guidelines, Members' Account policy, Conflict of Interest Policy, and other policies as deemed necessary by the Board.
- (i) Establish strategic goals for GovTC.
- (j) Have an independent audit of GovTC prepared and submitted to the Members.
- (k) Exercise any other power necessary and incidental to the implementation of its powers and duties and the operation of GovTC pursuant to this Agreement.

VI. Board Voting Requirements

Section 1. The following matters require approval by the affirmative two-thirds (2/3) vote of the entire Board:

- (a) Merger of GovTC with another consortium;
- (b) Selection of a Service Provider(s) and other professional service providers (accountants, attorneys, etc.);
- (c) Approval of annual and three-year budgets of GovTC, including the amount of each Member's annual contributions;
- (d) The acquisition of Shared Initiatives in the form of capital expenditures;
- (e) Approval or conditional approval of any proposed new Member(s);
- (f) Approval of any strategic plan documents;
- (g) Suspension, termination, expulsion, or reinstatement of a Member;
- (h) Dissolution and/or Termination of GovTC.

- (i) Amendments of this Agreement or the By-Laws; and
- (j) Any other matters specified in this Agreement as requiring the affirmative two-thirds (2/3) vote of the entire Board.

Section 2. Any and all other action consistent with the other terms of this Agreement which the Board deems necessary shall be considered routine in matter and approved by an affirmative majority vote of the entire Board.

VII. Master Contract

Section 1. The GovTC goal is to have one Master Contract that governs the duties and obligations of the Service Provider to each Member.

Section 2. Prior to the completion and execution of the Master Contract, each Member shall be individually responsible for contracting with the Service Provider. Members shall enter into a service contract with the Service Provider substantially conforming to the GovTC Service Provider Contract as may be modified by the Board, within one (1) year of signing this Agreement, until such time as there is a Master Contract. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GovTC within a reasonable time as determined by the Board of Directors.

Section 3. Upon completion of the Master Contract and execution by each Member, the Master Contract shall control over and supersede any existing Service Provider Contract, which shall thereafter be of no effect.

VIII. Service Provider

Section 1. Each Director shall make a recommendation to their respective Chief Administrative Officer to contract with a Service Provider whose duties for GovTC are listed in Subsection 7 of this Article VIII below.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement and/or Master Contract.

Section 3. The Board may at any time vote to name a new Service Provider by two-third (2/3) affirmative vote of the entire Board, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider Agreement and/or Master Contract.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate.

Section 7. The Service Provider shall be the principal operating manager of GovTC and shall supervise and control day-to-day operations of GovTC and carry out the purpose of GovTC as directed by the Board. Among the duties and authority of the Service Provider shall be the following:

- (a) To sign on behalf of GovTC any instrument which the Board has authorized to be executed, by a formal vote or written authority, and, in general, to perform all duties pertinent to GovTC and such other duties as may be prescribed by the Board consistent with this Agreement from time to time.

- (b) To prepare a proposed annual budget indicating staffing and annual contributions and to submit such proposals to the Board.
- (c) To prepare projections of future anticipated expenses through development of a three (3) year budget.
- (d) To make recommendations regarding policy decisions, the creation of other Board offices and the retention of agents, employees and independent contractors.
- (e) At each regular meeting of the Board and at such other times as requested to do so by the Board, to present a full report of the Service Provider's activities and shared initiatives of GovTC.
- (f) To report monthly to each Member on performance measures and summary of services performed for each Member pursuant to Service Provider Agreement and/or Master Contract.
- (g) Within the constraints of the budget approved by the Board, to make or direct distributions from the Reserves account for payment of hardware, software, or other expenses of GovTC and maintain accurate and detailed records and accounts of all transactions and all Shared Assets.
- (h) Act as liaison officer with the Board and each individual Member's Director.
- (i) Prepare Board agendas and meeting minutes in conjunction with the Secretary or President.
- (j) Monitor billings from Secondary Service Providers to ensure that they are received in a timely fashion and in the correct amount.
- (k) Secure bids and request for proposals for hardware, software, and other telecommunications services and make recommendations for the selection of vendors for adoption by the Board.
- (l) Expend reasonable funds in an emergency with written notice to the Board.

(m) Provide necessary information to the Board's selected certified public accountant in conjunction with the preparation of the annual reports.

(n) Solicit new Members with direction from strategic goals adopted by the Board.

(o) Draft GovTC and Board goals for each coming year for review and approval by the Board.

Section 8. In the event one of the Members of GovTC is designated as the Service Provider, such Member shall be required to comply with the following conditions:

(a) Member shall not allow the same person(s) to serve as such Member's Director on the Board and perform the Service Providers duties;

(b) Member shall fully indemnify GovTC and the Members from, and obtain and maintain insurance providing coverage for, claims arising or resulting from the acts and omissions of its employees who are performing the duties of the Service Provider so that any claims arising from the acts or omissions of the Service Provider do not result in any liability to GovTC or its members, except to the extent caused by the gross negligence or willful misconduct of GovTC or such member.

IX. Obligations of Members

Section 1. The obligations of each Member shall be as follows:

(a) To execute a contract with the Service Provider until such time as a Master Contract is available;

(b) To appropriate or budget for and, where necessary, to levy for, and pay promptly all monthly and supplementary or other payments following the Illinois Prompt Payment Act and in such amounts as are established within the scope of this Agreement;

- (b-5) A Member may terminate or suspend its participation in the Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly fails to make an appropriation sufficient to pay such its obligations, provided that such Member may not be reinstated to its full Member status without the express consent of the disinterested Members;
- (c) To select promptly a Director to serve on the Board and an alternate;
- (d) To cooperate fully with the Service Provider, GovTC's attorneys and auditors and any agent, employee, officer or independent contractor of GovTC in any matter relating to the purpose and powers of GovTC;
- (e) To review all proposed changes to strategic plans prior to the Board's final vote on such changes;
- (f) To act promptly on all matters requiring Board approval and to not withhold such approval unreasonably or arbitrarily;
- (g) To purchase and maintain Comprehensive General Liability (CGL) and Workers Compensation insurance covering liability arising out of the Member's participation in GovTC, including any liability arising from the actions of the Member's Director acting in his/her scope of authority under this Agreement.

Section 2. At the discretion of the Board, non-performance of Member obligations, whether in whole or in part, may be the basis for a recommendation to terminate pursuant to Article XI of this Agreement.

X, Financial Matters

Section 1. The Fiscal Year of GovTC shall be from January 1 through December 31.

Section 2. Each Member shall be liable for and pay to GovTC a share of the total Annual Contribution required in each GovTC Fiscal Year which shall be calculated by the Board on an allocation basis that is divided by the number of participants.

Section 3. The proposed revenue requirements and corresponding Member contribution for GovTC's next ensuing Fiscal Year will be presented to the GovTC Board annually in due course, but in no event later than 90 days before the start of such Fiscal Year. The Annual Contribution for the ensuing Fiscal Year and the amount of each Member's share shall be determined by the affirmative two-thirds (2/3) vote of the entire Board.

Section 4. Each Member shall remit payment of its Annual Contribution, or regular installments thereof, to GovTC on or before the due date (or dates) established by the Board. Each Member shall be liable for the complete payment of its annual contributions.

Section 5. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GovTC Shared Initiatives until such time as such Member is no longer in default. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90th day, notice of withdrawal from Membership by the Board. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal

remedies available to it. Withdrawal shall not relieve any such Member from its accrued financial obligations as set forth in this Agreement.

Section 6. Nothing contained in this Agreement shall prevent the Board from charging non-Members for services rendered by GovTC on such basis as the Board shall deem appropriate.

Section 7. It is anticipated that GovTC may be in a position to receive financial assistance in the form of grants. The Board may credit any such grants against charges for any Member, Members, or GovTC in a manner agreed to by the Board. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which may be made in the future.

Section 8. The amount required for Reserves shall be calculated on an annual basis for presentation and acceptance by the Board as part of the annual budget process.

XI. Termination of Membership

Section I. Failure to enter into an agreement with the Service Provider within one (1) year of GovTC's designation of the Service Provider shall be cause for the termination of Membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its Membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in Membership termination.

Section 3. A Member shall be terminated for cause including not participating as a Board Member, not paying dues, not signing a Master Contract, not maintaining the minimum standards of the organization, or other activities determined by the Board and based on an affirmative vote of two-thirds (13) of the entire Board.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination;
- (c) Restitution for damages or malicious actions outside of insurance; and
- (d) Any contractual obligations it has separately incurred with GovTC or the Service Provider.

Section 5. A Member terminated from Membership at a time when such termination does not result in dissolution of GovTC, shall forfeit its claim to any Shared Assets of GovTC. Any terminated Member shall be subject to the provisions described elsewhere in this Agreement.

Section 6. If a Member remains in default for a period of more than 90 days on any billing from GovTC, the Membership automatically shall terminate.

XII. Withdrawal

Section 1. Notwithstanding the application of 30 ILCS 500/20-60 (Availability of Appropriation), all new Members of GovTC shall be committed as Members for an initial three (3) year Membership.

Section 2. After the period of an initial three-year Membership, any Member may withdraw from GovTC at the end of a GovTC Fiscal Year upon giving of at least eight (8) months prior written notice of such withdrawal, or as soon as practical in application of 30 ILCS 500/20-60. Such notice shall be addressed to the Board of Directors of the GovTC and shall be accompanied by a resolution of the Corporate Authorities of the Member electing to withdraw from GovTC.

Section 3. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any Member to be bound by any obligation to GovTC shall constitute written notice of withdrawal, but shall not relieve the Member of its obligations.

Section 4. Upon the effective date of withdrawal the withdrawing Member shall continue to be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GovTC or the Service Provider(s).

Section 5. A Member withdrawing from Membership at a time when such withdrawal does not result in dissolution of GovTC shall forfeit its claim to any Shared Assets of GovTC. Any Member that withdraws shall be subject to the provisions of this Agreement. If withdrawing Member cannot meet specific deadlines for terminating its contract with the Service Provider, withdrawing Member must pay Service Provider on a month-to-month basis or as mutually agreed upon. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

XIII. Dissolution

Section 1. GovTC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GovTC to reduce the total number of Members to less than two (2); or
- (b) By affirmative two-thirds (2/3) vote of the entire Board.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit subject to the provisions of this Agreement.

Section 3. Upon the dissolution of GovTC, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding

section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. To the extent it is not inconsistent with the foregoing sentence, after payment of all obligations, the remaining Shared Assets of GovTC shall be liquidated and the proceeds shall be distributed among the then existing Members in accordance with the Members Attrition Formula applied to any surplus value found with the sale of the Shared Assets.

Section 4. If, upon dissolution and the sale of the Shared Assets and the application of reserves, there is an organizational deficit, such deficit shall be charged to and paid by the Members and withdrawing Member(s) that caused the dissolution in accordance with obligations as described in Article XI on a pro-rata basis calculated from the Members Attrition Formula.

Section 5. In the event of dissolution and once all obligations have been paid, a Member may continue to use any intellectual property developed on their behalf during the term of its Membership.

XIV. Merger of the Consortium

Section 1. GovTC may merge with any other consortium established under the Illinois Intergovernmental Cooperation Act upon the affirmative two-thirds (2/3) majority vote of the entire Board.

XV. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

<p>If to City of Charleston: Steve Pamperin City of Charleston 520 Jackson Avenue Charleston, IL 61920</p>	<p>If to Eastern Illinois University: Kent Martin Eastern Illinois University 600 Lincoln Avenue Charleston, IL: 61920</p>
<p>If to Lake Land College: Jeff Branson Lake Land College 5001 Lake Land Blvd. Mattoon, IL 61938</p>	<p>If to Coles County: Brian Huston Coles County 651 Jackson Avenue Charleston, IL 61920</p>
<p>If to GovTC: R. Sean Hocking Craig & Craig, LLC 1807 Broadway Avenue Mattoon, IL 61938</p> <p>With a copy to the Service Provider: County of Coles Attn: Coles County Sheriff c/o Mark Harris 701 7th Street Charleston, IL 61920</p>	<p>If to City of Mattoon: Kyle Gill City of Mattoon 208 N. 19th Street Mattoon, IL 61938</p>

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 512-I 05(A)(4).

Section 3. Except as set forth herein, no Member may, by its own actions, obligate GovTC or any other Member.

Section 4. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois.

Section 5. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

Section 6. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

XVI. Duration

This Agreement shall continue in effect indefinitely, until terminated in accordance with its term or until GovTC is dissolved. Notwithstanding the foregoing, Eastern Illinois University enters into this agreement for a period of 10 years, which term shall be automatically renewed for successive ten year terms unless the Board of Trustees of Eastern Illinois University deliver notice of intent not to renew not less than ninety (90) days prior to the expiration of the then current term.

XVII. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

XVIII. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GovTC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have caused this Restated and Amended Intergovernmental Agreement for the Creation of a Government Telecommunications Consortium to be executed in the Members respective name, and have caused this Agreement to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Government Telecommunications Consortium to be dated this

_____ Day of _____, 2020.

City of Charleston:

Board of Trustees of Eastern Illinois University:

Mayor

Vice President for Business Affairs

ATTEST:

ATTEST:

Title:

Title:

Lake Land College:

Coles County:

Vice President for Business Services

Chairman of the County Board

ATTEST:

ATTEST:

Title:

Title:

City of Mattoon:

Mayor

ATTEST:

Title:

EXHIBIT A

Minimum Membership Criteria

1. \$50,000, according to a schedule to be approved by the Board, but which may not exceed two (2) years from the effective date of this Agreement. Payment may be made in cash or in-kind labor or materials, the valuation of which must be approved by the Board.

EXHIBIT B
GovTC By-Laws

EXHIBIT B

INITIAL BY-LAWS OF THE GOVERNMENT TELECOMMUNICATIONS CONSORTIUM (GovTC)

ARTICLE I – GENERAL PROVISIONS

Section 1. This document establishes the Initial By-laws of the GovTC consortium pursuant to that certain Intergovernmental Agreement For Membership in a Government Telecommunications Consortium (GovTC) dated (“Agreement”).

Section 2. Definitions set forth in the Agreement shall apply herein.

Section 3. Except as otherwise provided in these By-Laws or the Agreement, GovTC shall operate in accordance with the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1, *et seq.*, and the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* Where there is a conflict between these By-Laws and such statutes, these By-Laws shall prevail to the greatest extent permitted by law.

ARTICLE II - AUTHORITY

Section 1. GovTC is formed pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act, which authorizes and encourages the entering into of Intergovernmental Agreements between Members of local government.

ARTICLE III - MEMBERSHIP

Section 1. Any Unit may be eligible and can apply to the Board to become a Member of GovTC. The Unit should be able to help progress the mission and goals of GovTC as described in the Agreement and to fulfill the growth strategy set by the Board.

Section 2. Any Unit joining GovTC must meet the Minimum Membership Criteria, as the Board may amend from time to time. Any exceptions to the Minimum Membership Criteria must be approved by two-thirds (2/3) affirmative vote of the Board, with the new Unit defining and committing to a plan to meet the full Minimum Membership Criteria within a specified timeframe.

Section 3. A Unit desiring to be a Member shall execute a counterpart of the Agreement and shall pay the Initial Membership Fee. Payment shall be made to the Treasurer of GovTC who will deposit such payment into the GovTC Account. Thereupon, the clerk or other corresponding officer of the Member shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GovTC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate Director for the Member.

Section 4. Addition of a new Member must be approved by a two-thirds (2/3) affirmative vote of the entire Board.

Section 5. Approved new Members normally enter on January 1 (beginning of Fiscal Year) or July 1. Entry at other times may be permitted, the terms and conditions of which to be mutually agreed upon by the new Member and GovTC. In its discretion, the Board may allow entry to the program at other times and may impose restrictions, limitations, etc. with respect to such entry. Any Member joining GovTC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in the Agreement.

Section 6. Former Members will require a two-thirds (2/3) affirmative vote of the entire Board in order to rejoin GovTC.

ARTICLE IV – BOARD COMPOSITION AND PROCEDURES

Section 1. The Board shall consist of the Directors and alternate Directors appointed by the Chief Administrative Officer of each Member. In order for GovTC to be of maximum value, the Members shall appoint, as their Directors and alternates, an administrative officer that is a department head or an employee with significant management responsibility and experience. The Board shall be the governing body of GovTC, with authority to take all appropriate actions and to perform all duties to accomplish the purposes of GovTC.

Section 2. Subject to compliance with the Agreement, the Board shall be responsible for establishing all GovTC policies, the annual budget and the annual contribution rate for the operation of the GovTC, all non-budgeted capital outlays and strategic plans of which these Bylaws and subsequent policies or procedures are an integral part, to provide a system of communications among its members for enforcement purposes, or as otherwise approved by the Board.

Section 3. The Executive Committee of the Board shall consist of the President, Vice-President, Secretary and Treasurer, as elected by the Directors (“Executive Committee”), who shall hold office for a term of two (2) years or until a successor has been elected. The Executive Committee will be divided into two classes in order to stagger the terms of said members and achieve continuity of governance of GovTC as follows: The President and Secretary, whose terms expire at the end of the final meeting of the Board in even-numbered years; and the Treasurer and Vice President, whose terms shall expire at the end of the final meeting of the Board in odd-numbered years.

Section 4. When a vacancy occurs on the Executive Committee, a special meeting of the Board should be called to elect a successor for the remainder of the term of office.

Section 5. The Board may under special circumstances allow for electronic voting. All votes must be cast in accordance with the By-laws. No absentee or proxy voting shall be permitted.

Section 6. Each Director and alternate Director shall be appointed to serve until a successor is appointed.

Section 7. When the Chief Administrative Officer of a Member appoints a Director or an alternate Director notice of such appointment shall be given to GovTC in writing. Such notice shall include the mailing address and email address of each person so appointed. The names and addresses shown on such notices may be used as the official names and addresses for the purposes of giving any notices required by the Agreement or by the By-laws of GovTC. Notice to GovTC shall be made to the Secretary of GovTC with copy to the President.

Section 8. Any Director or alternate Director shall be subject to removal by the appointing Chief Administrative Officer of the Member, at any time, with or without cause.

Section 9. The Chief Administrative Officer of the Member whose Director position on the Board is vacant shall fill a vacancy on the Board.

Section 10.A Director (or alternate) shall not be eligible to vote on behalf of the Member during the time that such Member is in default on any contribution to GovTC or on any contract with GovTC. During the existence of any default, the vote(s) of such Member shall not be counted as eligible vote(s). If a Member remains in default for a period of more than 90 days on any billing from GovTC, the membership of such Member automatically shall terminate. Notwithstanding the foregoing, however, all outstanding financial obligations to GovTC shall remain enforceable and all prepaid amounts shall be forfeited to GovTC.

Section 11. The Board shall indemnify and protect its members and GovTC employees and contractors against damage claims and suits arising from acts alleged to have been committed within the scope of their employment with or duties to GovTC, to the fullest extent permitted by law.

ARTICLE V - MEETINGS

Section 1. Regular meetings of the Board shall be held annually at a time and place determined by the Executive Committee.

Section 2. The Executive Committee shall meet when called by the President or a majority of the Executive Committee members.

Section 3. A majority of the members shall constitute a quorum for meetings of the Board and Executive Committee.

Section 4. The current edition of Robert's Rules of Order shall govern meetings in all cases in which they are applicable and not inconsistent with these By-laws. In the event of a conflict between these By-laws and Robert's Rules of Order, these By-laws shall control.

Section 5. At the final meeting of the Board in even numbered years, the Board shall elect from its Directors a President and a Secretary and in odd numbered years, the Board shall elect from its Directors a Vice-President and a Treasurer.

Section 6. Regular public meetings of the Board shall be held at least annually. Notice of regular meetings of the Board shall be given to the Directors and alternates by the Secretary of the Board at least fifteen (15) days in advance and the agendas for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.

Section 7. Special meetings of the Board may be called by the President or upon the request of a majority of the Directors. Five (5) days' notice of special meetings shall be given to the Directors and alternates. Such notice shall include the agenda for the special meetings.

ARTICLE VI - DUTIES OF OFFICERS

Section 1. The President shall preside at all Board meetings including the final meeting prior to the new Board being sworn-in and will appoint members of all committees with the advice and consent of the Board. New officers shall take office at the adjournment of the annual meeting of the Board at which they are elected. Upon a vacancy occurring in any office, the Board shall fill such position at the next meeting of the Board.

Section 2. The Vice-President shall serve as an assistant to the President and shall perform the duties of the President and act as President in their absence.

Section 3. The Secretary shall keep an accurate record of the proceedings from all official meetings, carry on official correspondence of GovTC as directed by the Board, provide to each Director the official minutes of all meetings, provide all notices required by the Agreement, these By Laws and law, and maintain all official GovTC records. Any persons may be engaged to perform such services under the Secretary's supervision and direction, subject to budgetary restraints established by the Board.

Section 4. The Treasurer shall be responsible for financial oversight of GovTC. The Treasurer shall ensure GovTC has the custody of the GovTC funds and shall ensure that GovTC keeps full and accurate accounts of receipts and disbursements of GovTC, and shall ensure that all the deposit of monies and other valuables are in the name and to the credit of GovTC into depositories designated by the Board. The Treasurer shall give financial reports as required by

the Board and perform such other duties pertaining to the office including but not limited to member invoicing and receipting, bank reconciliation, account balances, etc.

ARTICLE VII - COMMITTEES

Section 1. The President or Board may create such committees as are deemed necessary to accomplish the purposes of GovTC.

ARTICLE VIII – ANNUAL CONTRIBUTION AND INITIAL MEMBERSHIP FEE

Section 1. The annual contribution and initial membership fee as described in the Intergovernmental Agreement shall be prescribed by the Board and shall be payable to GovTC. All assessments approved by the Board shall be binding upon all members and payment shall be a condition of membership.

Section 2. Any Member who fails to tender the annual dues or assessments as described in the Agreement may subject to penalties up to and including termination of Membership as provided herein and in the Agreement.

ARTICLE IX - COMPENSATION

Section 1. Officers and members of the Board shall serve without compensation, but may be reimbursed for their actual expenses incurred in the course of performing their duties for GovTC. Any reimbursement which exceeds \$100 must be approved in advance by the Board.

Section 2. The Board may approve compensation, as needed, for all other professional services required by GovTC.

Section 3. GovTC may accept donations, apply for and use grants or loans of money or other property from state or federal institutions, or any other Members or organizations, and may enter

into agreements and may hold, use and dispose of such money or property in accordance with the terms of the donation, grant, loan or agreement.

ARTICLE X – FINANCES

Section 1. The Fiscal Year of GovTC shall be from January 1 through December 31.

Section 2. The proposed revenue requirements and corresponding member contribution for GovTC's next ensuing Fiscal Year will be presented to the GovTC Board annually in due course, but in no event later than 60 days before the start of such Fiscal Year. The annual contribution for the ensuing Fiscal Year and the amount of each member agency's share shall be determined by two-thirds (2/3) vote of the entire Board, provided it is not inconsistent with the Agreement.

Section 3. The Board must approve all disbursements of funds as set forth in the Agreement.

Section 4. All checks issued by the GovTC must have dual signature for the President and Treasurer.

Section 5. The Board shall direct that an annual independent audit of the GovTC shall be prepared and submitted to each Member.

ARTICLE XI - PROPERTY

Section 1. The equipment, property and supplies purchased by GovTC through assessments or otherwise acquired in its name, shall remain the property of GovTC. Any equipment, property and supplies titled to GovTC at the time of the adoption of these By-laws shall remain titled to GovTC.

Section 2. The Treasurer or its designee shall maintain a list concerning the description and location of such equipment, property and supplies. The Treasurer shall prepare such fixed asset and amortization schedules as are customarily required for governmental assets.

Section 3. GovTC equipment shall not be changed or modified without approval of the Board for reasons other than routine management and maintenance.

ARTICLE XII – AMENDMENTS

Section 1. These By-laws may be amended at any meeting of the Board by a two-thirds (2/3) affirmative vote of the entire Board, provided the amendment and notice of the meeting shall have been sent to the Directors not less than fifteen (15) days prior to the meeting.

ARTICLE XIII – DISSOLUTION

Section 1. At a special meeting called for the purpose of dissolution, GovTC shall be dissolved whenever (a) a sufficient number of Members withdraw from GovTC to reduce the total number of Members to less than two (2) or (b) by two-thirds (2/3) vote of entire Board. The Board shall determine and implement procedures governing the dissolution.

Section 2. All GovTC property shall be liquidated upon dissolution and the proceeds thereof shall be distributed in proportion to the Members' Attrition Formula.

ARTICLE XV - EFFECTIVE DATE

These By-laws shall be in full force and effect from and after their passage and approval.

AYES: _____

NAYS: _____

PASSED this _____ day of _____, _____.

4837-2237-3959, v. 4



MEMO

TO: Board of Trustees
Dr. Josh Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC: Greg Nuxoll, Vice-President for Business Services

DATE: November 2, 2020

RE: FY 2021 Part-Time Rates and Stipends

Please find attached the proposed FY 2021 Part-Time Rates and Stipends for your consideration. Due to the minimum wage increase that will go into effect January 1, 2021, our proposed part-time rates will be in effect January 1, 2021 through June 30th. The principal objective of our compensation program is to ensure the institution is able to attract, motivate, and retain a highly qualified workforce in a cost-effective manner.

In addition to moving rates on positions that were below the minimum wage to \$11.00 per hour, we are proposing a few other modifications. We have modified the Director of the Learning Resource Center to be a similar stipend to the Chair of Counseling. In addition, we have added the requisite release time for the IDOT QMTP to be consistent with current practice. Another addition is the General Equipment Technician for the Technology Department onto the part-time wages. Also, we have moved Police Officer to the contracted category and increased their rates to be competitive with the area communities.

It is respectfully requested the Board approve the proposed stipends for FY 2021 and part-time rates for the period January 1, 2021 through June 30, 2021.

Part-Time Rates and Stipends (January 1, 2021 - June 30, 2021)

Assistants		
Level I - Education Level H.S.	\$11.00	(student positions)
Bookstore Rush Worker		
Accounting Assistant		
Administrative Assistant to Police Dept		
Archives Project Developer		
Assistant Athletic Coaches		
Auxiliary Services Office Coordinator		
Bookstore Computer Services Specialist		
Central Receiving Assistant		
Cheer Coach		
Communications and Creative Services Intern		
Cosmetology Receptionist		
Counseling Clerical Worker		
Custodian		
Data Employment Specialist		
Data Entry Assistant		
Dental Hygiene Clinical Student Assistant		
Disability Services Notetaker		
Emergency Medical Services Assistant		
Extension Center Administrative Assistant		
Farm Manager Assistant		
Financial Aid Assistant		
Financial Aid Processor/Coordinator		
Fitness Center Specialist		
GIS Assistant		
Groundskeeper		
Groundskeeper Assistant		
Human Resources Assistant		
IDOT QMTP Lab Assistant		
International Studies Program Assistant		
Int'l Studies Student Ambassador		
Int'l Studies Student Assistant		
ISS Clerical Data Entry		
Lab Assistant/Technician		
Laker Mallard Mascot		
Layout and Design Editor		
Library Assistant		
Library Assistant II		
Library Assistant Technical Services		
Mailroom Assistant		
Managing Editor		
Microcomputer Support Technician		
Office Assistant Vo-tech		
Pathways Student Classroom Assistant		
Perkins Student Worker		
Photo Web Editor		
Physical Plant Assistant		
Physical Plant Tech I		
Print & Courier Assistant		
Print Shop Administrative Assistant		
Print Shop Technician Assistant		
Print Technician		
Section Editor		
Special Needs Notetaker		
Student Assistant		

Student Assistant Specialist/Career Services/Counseling
 Student Services Specialist
 Test Proctor
 TRIO Administrative Assistant
 TRIO Destination College Student Specialist
 TRIO SSS Enrollment Assistant
 TRiO SSS Student Assistant
 TRIO Talent Search Office Coordinator
 Web Developer/Help Desk Support

Physical Plant	\$12.00	
	Physical Plant II	
Technical Level I	\$11.00	
	Audio-Visual Technician	
	Microcomputer Support Specialist	
	Web Programmer	
Technical Level II	\$11.00	
	Graphic Design Pre-Flighter	
Technical Level III	\$12.00	
	Network Consultant	
Tutor		
Level I - High School	\$11.00	
	Tutor I	
Level II - Associates	\$11.00	
	Tutor II	
Level III - Bachelor	\$13.00	
	Tutor III	
Professional		
Level I	\$11.00 - \$15.00	
	Adult Educational Classroom Assistant	\$11.00
	Auxiliary Services Data Specialist	\$12.00
	Broadcast Engineer	\$15.00
	Business Partnership Support Specialist	\$11.00
	Dual Credit Program Assistant	\$11.00
	E-Commerce Specialist	\$12.00
	Engineering Technician	\$15.00
	Financial Aid Representative	\$11.00
	Lab Supervisor/Associates	\$12.00
	Marketing & Digital Content Specialist	\$12.00
	Pathways Classroom Assistant (Associate)	\$11.00
	Professional Development Support	\$11.00
	Trio Bus Driver	\$13.00
Level II	\$15.50	

Academic Services Coordinator	\$15.50
Admissions Services Specialist	\$15.50
Adult Education Transition Specialist	\$15.50
Internship & Employment Coordinator	\$15.50
Counseling Services Specialist	\$15.50
Education Specialist	\$15.50
Employment Specialist	\$15.50
Financial Aid Outreach Coordinator	\$15.50
General Equipment Technician	\$15.50
GIS Technician Specialist	\$15.50
Human Services Clinical Supervisor	\$15.50
Intramural Director	\$15.50
Intramural Official	\$15.50
Lab Supervisor/Bachelors	\$15.50
Marketing Communication Specialist	\$15.50
Partnership Specialist	\$15.50
Student Services Professional	\$15.50

Level III

Academic Counselor	\$24.81
Athletic Trainer	\$25.00
CDL Driver Instructor/Trainer	\$18.00
Clinical Instructor	\$24.81
Honors Instructor	\$24.81
Medical Assistant Program Lab Assistant	\$24.81
Part-Time Instructor	\$24.81
TRIO Advising Counselor	\$24.81

CONTRACTED RATES

C.N.A. Evaluators	\$30.00
CBI Technical Writer	Market Rate
CBI Trainer	Market Rate
Clinical Dentist	\$44.50
IDOC CPR Instructor	\$46.25
Nursing Clinical Instructors	\$30.00
Sign Language Interpreter (Certified Intermediate)	See attached sheet
Sign Language Interpreter (Non-Certified)	\$20.00
Special Projects Coordinator	Based on % of grant funding
Traffic Safety Instructor	\$28.45
Traffic Safety Instructor/DUI	\$33.66
Traffic Safety Instructor/Remedial	\$29.51
Norming General Education Assessment Eval.	\$50.00
Police Officer	\$17.50

Effective Date: 1/1/21

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

The DeafBlind rates will be:

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

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

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

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

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

Paid Per Occurrence					
Part time academic rates begin with the Fall Semester					
					FY2021
Women's Basketball Officials	Service	Per Game			\$190.00
Men's Basketball Officials	Service	Per Game			\$190.00
Volleyball Officials	Service	Per Match		3 out of 5	\$130.00
Men's Baseball Umpires	Service	SINGLE			\$150.00
Men's Baseball Umpires	Service	DOUBLE			\$220.00
Softball Umpires	Service	DOUBLE			\$165.00
Scorekeeper / Timer / Announcer	Service	Per Game		\$15/hour	\$30.00

Stipends Part time academic year rates begin with the Fall Semester	
Position	FY2021
Faculty Student Outreach Coordinator (for Mental Health Early Action on Campus Act)	\$4,000.00
Faculty College Compliance Coordinator (for Mental Health Early Action on Campus Act)	\$4,000.00
Farm Equipment Mechanic	\$2,000.00
Faculty Accreditation Coordinator	\$7,500.00
Transitional Math Liason (2 year duration)	\$4,500.00
Foundation Treasurer	\$4,000.00
Department of Juvenile Justice Contract Administrator	\$8,500.00
Honors Advisor	\$4,000.00
Science Greenhouse	\$2,000.00
Director of Physical Therapy Assistant Program	\$23,049.00
Farm Manager	4 ECH for 60 acres, .07 ECH for each additional acre
Guided Pathways Leaders	\$4,500.00
Human Anatomy / Physiology Preparation (Per cadaver)	\$3,589.00
Dual Credit High School Coordinator	\$100 to cover the first five dual credit sections offered per semester. \$10 for each subsequent dual credit section offered per semester.
Fresh Start Wellness Program	\$100-\$200
DIVISION CHAIR ACADEMIC YEAR a) Contract Salary and Instructional Load Limit = 15 ECH b) DC Stipend equivalent to 26 ECH paid at overload (12 month) c) Adjunct Compensation, 0-5 = \$0, 6-9 = \$1,000, 10-19 = \$1,500, 20-29 = \$2,000, 30-39+ = \$2,500 SUMMER TERM 1/36 for 8 ECH	
Directors	
Dental Hygiene (The current employee has grandfathered status)	15.0 ECH (11 Mo.)
Nursing Programs: (The current employee has grandfathered status)	15.0 ECH (11 Mo.)
Physical Therapy Assistant & Massage Therapy Program (The current employee has grandfathered status)	15.0 ECH (11 Mo.)
Cosmetology	15.0 ECH (11 Mo.)
Broadcast Operations	15.0 ECH (11 Mo.)
Director, Medical Assistant	15.0 ECH (11 Mo.)
BNA Director	15.0 ECH (11 Mo.)
IDOT QMTP Director (per IDOT Contract)	18.0 ECH (Fall 14, Summer 4)
Release Time Formula for Facilitators (academic year):	
Development Reading & Writing Facilitator	12.0 ECH
Education Program Facilitator	3.0 ECH
Human Services Facilitator	3.0 ECH
Internship Facilitator	3.0 ECH
Coaching Stipend Formula: (If paid in addition to full-time position)	
Head Coach Stipend:	
\$6000.00 Base pay rate for all coaches for any sport and ag judging + \$200 per year for previous experience as a head or paid assistant coach at Lake Land College. + \$100 per year for experience outside Lake Land College as college head or assistant coach or high school head coach. Annual pay increase based on % increase for full-time appointment	
Cheer Coach /Athletic Team Assistant Coach Stipend (Part-time):	
\$4,125.00 (\$10.00 per hour for 412 hours) + \$100 per year for previous experience as a head or paid assistant coach at Lake Land College. Annual pay increase based on hourly rate increase for part-time employees	
Additional Head Coach Stipend:	
\$500 Team to National Tournament (VB, MBB, WBB, SB, BB) \$500 60% wins (VB, MBB, WBB, SB, BB) \$250 per win at American Royal, North American International, National Western, Houston Stock Show (Ag Judging) \$100 per All American (as selected by NJCAA or NJCLJCA) \$100 Academic All-American Team (Team GPA of 3.0 or higher for the current academic year) \$100 per sophomore Academic All American (3.60 or higher cumulative GPA)	
Chair of Counseling Stipend/Director of Learning Resource Center:	
\$6500.00 Base pay rate Annual increase consistent with % increase for full-time appointment.	

Adjunct Faculty Wage Scale

Period of Time	FY2021
0-7 Semesters	\$635
8-15 Semesters	\$650
16+ Semesters	\$665

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

FY2021 Substitution Rates

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

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

Current Fulltime Faculty Rates

Lecture Hour - Fulltime Faculty Overload Credit Hour / sixteen weeks

$$\$770 / 16 = \$48.13$$

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

$$\$770 / 16 \times 1.0 = \$48.13$$

Current Adjunct Faculty Rates

Lecture Hour - Adjunct Faculty Credit Hour / sixteen weeks

$$\$635/16 = \$39.69$$

$$\$650/16 = \$41.56$$

$$\$665/16 = \$41.25$$

Lab Hour - Adjunct Faculty Credit Hour / sixteen weeks x 1.0

$$\$635/16 = \$39.69$$

$$\$650/16 = \$41.56$$

$$\$665/16 = \$41.25$$

Pro-rated sections

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

Effective: 8/2020

at adjunct rate

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: October 26, 2020

RE: Approval of Bid for CNC Plasma Cutting Table

The College recently solicited bids for a CNC Plasma Cutting Table for the welding program. This equipment will be purchased through the Perkins Program.

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

<u>Name</u>	<u>Total Bid</u>
Gano Welding Supplies Charleston, Illinois	\$30,669.90
Kipper Tool Company Gainesville, Georgia	\$33,210.00
ILMO Products Company Mattoon, Illinois	\$35,441.00
Tiles in Style LLC, DBA Taza Supplies Naperville, Illinois	\$38,786.00

Based on the bids received, it is my recommendation that we award this bid to Gano Welding Supplies, Charleston, Illinois, for the CNC Plasma Cutting Table.

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

LAKE LAND

COLLEGE

BID TABULATION

Lake Land College
5001 Lake Land Boulevard
Mattoon, Illinois 61938


Lake Land College CNC Plasma Cutting Table Bid Tab
Project No. 2020-010
BID DATE: October 20, 2020 - 2:00 PM

CONTRACTOR	Total Bid					
Gano Welding Supplies Charleston, Illinois	\$ 30,669.90					
Kipper Tool Company Gainesville, Georgia	\$ 33,210.00					
ILMO Products Company Mattoon, Illinois	\$ 35,441.00					
Tiles in Style LLC, DBA Taza Supply Naperville, Illinois	\$ 38,786.00					

LAKE LAND
COLLEGE

FOUNDATION

MEMO

TO: Lake Land College Board of Trustees
FROM: Christi Donsbach, Executive Director for College Advancement 
CC: Dr. Josh Bullock, President
DATE: October 21, 2020
RE: John Deere Gift-in-Kind

The Foundation office has received recent notification of a gift in kind donation from John Deere & Company of four new engines totaling \$32,147.80. This gift will be received by the Foundation, thanks to Russell Neu, Technology Instructor for John Deere. The equipment will be used for educational purposes for students in the John Deere Tech Program.

I respectfully request the Board of Trustees move to accept this donation from the Lake Land College Foundation on behalf of the John Deere Tech Program.

Gift-in-Kind Certification

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

Donor's Name _____ Organization _____

Address _____ City _____ State/Zip _____

Telephone _____ Fax _____

Donor's Estimated Value \$ _____

Gift-in-Kind Description: (Please describe in detail)

Description _____

Location of Item _____ Transportation Cost _____

Vehicle Year: _____ Make: _____ Model: _____ VIN: _____

Unit Receiving Gift _____ Donor intent/restrictions _____

Gift Usage Plan:

Use/holding/Maintenance (including operating/storage cost) _____

Sale/disposition of gift (including cost) _____

By signing this form the donor attests that they are relinquishing rights to said property

Donor Signature: _____ Date: _____

Note: Gift receipts do not reflect the dollar value of the contribution. Under mandated Internal Revenue Service guidelines, this valuation responsibility is left to the donor.

CERTIFICATION BY RECEIVING OFFICIAL

I certify that the above is an accurate description of a gift-in-kind made to the Lake Land College Foundation, Inc. on the date listed above. **Title must be attached if gift is a vehicle. If the College deems this gift to be unsatisfactory or unacceptable and declines to accept this item, then attach a description of the Foundation's final disposition of the gift.**

Gift Receiver _____ Date _____

ACADEMIC/FOUNDATION REVIEW

Division Chair _____ Date: _____

Vice President _____ Date: _____

Foundation CEO _____ Date: _____

Foundation Treasurer _____ Date: _____

FOUNDATION REVIEW/APPROVAL

The signatures below indicates by the Foundation of the gift as described and the transfer to and accepted by the College for said gift, including maintenance costs, if applicable. The date of transfer will be the date of the Lake Land College Board of Trustees' approval.

Foundation President _____ Date: _____

BOARD OF TRUSTEE APPROVAL

Lake Land College President _____ Date: _____

Board of Trustees of Community College Dist. 517 _____ Date: _____



MEMO

TO: Dr. Josh Bullock, President

FROM: Valerie Lynch, Interim Vice President for Student Services

DATE: October 29, 2020

RE: Agreement with BetterMynd, Inc.

Andy Gaines, Academic Counselor/Student Accommodations Coordinator and Tina Moore, Director of Career Services, under the direction of Emily Hartke, Chair for Counseling and Judicial Affairs Advisement, have been working throughout the Fall 2020 semester to guide the College in moving forward with addressing mental health needs of students including consideration for the pending Illinois Mental Health Early Action on Campus Act.

Goals of this initiative with action plans underway include:

- Establishing a peer training and support program in collaboration with the new student club, Active Minds, approved at the October meeting of the Board of Trustees. Andy Gaines serves as the club's faculty advisor.
- Establishing linkage agreements with area mental health agencies for referral and crisis intervention support.
- Implementation of a mental health assessment resource.
- Faculty and staff training in mental health first aid.
- Provision of online mental health counseling for students.

The College recently committed funds received through the GEER grant to provide mental health counseling for students who are struggling with many aspects of life in this uncertain time. Providing that counseling online will help ensure that counseling is available at times that work for students and that it can be accessed from their home or any other location where they have internet access, as well as in a private office located on campus.

BetterMynd is dedicated to providing online therapy to "improve the mental health of college students everywhere". BetterMynd delivers therapy strictly for college students with access through a secure College-branded website portal where students can select a counselor, schedule appointments and receive therapy and other mental health education and information during the day, evening and weekend.

Based on their research and informational meetings with the BetterMynd Founder/CEO and key staff, Andy and Tina have recommended that the College establish a partnership with BetterMynd to provide online therapy for Lake Land College students. As noted in the attached agreement, the College will pay an Annual Subscription fee and purchase an allotment of therapy sessions to be distributed to students. As part of the implementation process, the College will determine a maximum number of sessions to be provided to each student at no cost to the student and establish a process for assisting students to obtain additional sessions if needed.

I am pleased to recommend approval of the attached agreement with BetterMynd for the period of November 15, 2020, through July 1, 2021, for a total cost of \$26,500 as detailed in the agreement. With your approval, I would like to present the agreement for approval at the November 9 meeting of the Board of Trustees. I am happy to provide additional information and answer questions as needed. Thank you.

Agreement between Lake Land College and BetterMynd, Inc.

This agreement (the "Agreement") is between Lake Land College (hereinafter "Lake Land"), whose principal place of business is 5001 Lake Land Boulevard, Mattoon, IL 61938, and BetterMynd, Inc. (hereinafter referred to as "BetterMynd") whose principal place of business is 471 Sweet Acres Drive, Rochester, NY 14612 (each a "Party" and collectively referred to herein as the "Parties").

The purpose of this Agreement is to enter into a service arrangement between Lake Land and BetterMynd for the provision of online mental health services to Lake Land's students.

BetterMynd is a web-based internet platform, accessible at www.bettermynd.com, that provides a referral network of third-party mental health therapists and additional online counseling resources, increasing accessibility to mental health resources for Lake Land's student body (hereinafter, the "BetterMynd Platform").

Section I. Scope of Service

The BetterMynd Platform will provide an online service that enables students to schedule and participate in teletherapy sessions with licensed mental health clinicians. In exchange for the payment of the **Services Fee** (as defined below) Lake Land will receive a specified number of teletherapy sessions (the "**Allotted Sessions**") for the duration of the **Term** (defined below), to distribute to its students, at no cost to the students. Any sessions not used by the end of each Term will be considered expired. BetterMynd will work with Lake Land to establish protocols and procedures for distributing these sessions to students based on Lake Land's own personal directives (i.e. capping number of free sessions available to each student).

The BetterMynd Platform will be HIPAA compliant and abide by the Family Educational Rights and Privacy Act (FERPA), as well as all other Maine laws and regulations, to protect and securely store any and all personal health information (PHI) collected through the BetterMynd Platform. Contractor will use the PHI only for the purpose of fulfilling its duties under the Agreement, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by Lake Land.

BetterMynd conducts a thorough application and vetting process for all interested clinicians before they are accepted into BetterMynd's network of counselors. All clinicians on The BetterMynd Platform must have a professional license to conduct mental health services in the state in which they are located, have malpractice insurance, and be experienced working with college-age students. For purposes of this Agreement, clinicians accepted as service providers by BetterMynd shall be referred to as "**Counselors**."

Services will be provided via the internet. Students will register and login on BetterMynd's secure website portal and will then be presented with the contact information for those Counselors who are selected for participation as well their available appointment times. Students will be responsible for the Counselors they choose to engage with and for selecting and scheduling

appointments that are available and convenient.

Students will be responsible for finding a private location for their teletherapy session(s) and for their internet connection to The BetterMynd Platform as to be connected with their selected Counselor. The BetterMynd Platform will be responsible for billing and scheduling while all logistics regarding documentation and the respective Counselors will handle care.

BetterMynd will not be a provider of counseling services, nor offer crisis management services. The counselors who contract with BetterMynd will provide the counseling services. All Counselors who are made available to Lake Land students will be responsible for using their own professional judgment to assess whether or not a student is fit for teletherapy services, and will follow the established protocol(s) in the case that a student is in crisis or may be in danger of harming themselves or others.

BetterMynd will share non-confidential utilization data with Lake Land's administration at the end of each academic month. Lake Land agrees to list BetterMynd's logo and a clickable link to BetterMynd's website on its school website to promote BetterMynd's services to students.

Lake Land will maintain confidentiality related to BetterMynd and its services with regards to outside competitors or any parties that may undermine BetterMynd and its success.

Section II. Term

This Agreement shall become effective November 15, 2020 and remain in effect through July 1, 2021 (the “**Initial Term**”), and shall renew automatically for consecutive one (1) year periods (each a “**Renewal Term**” and each renewal Term collectively with the Initial Term, the “**Term**”) unless either Party provides written notice of its intent not to renew this Agreement to the other Party no less than sixty (60) days prior to end of the Initial Term or then-current Renewal Term. The Agreement may be terminated by either Party with ninety (90) days written notice without necessity of demonstrating cause; provided the 90-day notice requirement shall not apply under circumstances where the terminating party reasonably determines that immediate termination is necessary and to protect the safety or well-being of persons or property.

Additionally, except where the Agreement is terminated immediately as provided above, Lake Land students utilizing BetterMynd's services will be given thirty (30) days notice of termination of contract in order to give them adequate time to appropriately terminate the counseling relationship with their Counselors and secure alternative forms of counseling.

Section III. Insurance and Liability

BetterMynd will require that Counselors, at their expense, purchase and maintain professional liability insurance during the period of their relationship with BetterMynd with limits no less than:

\$1,000,000 - per occurrence (each individual claim)
\$3,000,000 - aggregate (total amount per policy year)

It is expressly understood and agreed that, in the execution of this Agreement, Lake Land neither waives nor shall be deemed to have waived any immunity or defense that would otherwise be

available under law. In performance of this agreement, BetterMynd shall act in material compliance with all applicable Federal, State, and Local laws, ordinances, and regulations.

Section IV. Compensation

On an annual basis Lake Land shall pay the **Services Fee** to BetterMynd in exchange for the services to be provided hereunder. The Service Fee shall be payable in one lump sum within thirty (30) days of the beginning of the Initial Term and each subsequent Renewal Term. The Service Fee shall be broken down as follows:

- **Annual subscription fee.** This payment is intended to compensate BetterMynd for annual set-up and customization costs, maintaining a customized student portal for Lake Land, and providing Lake Land's students with access to teletherapy sessions from a national network of Counselors. This will also compensate BetterMynd for working with Lake Land to establish emergency protocols and train its Counselors on such protocols in case any Lake Land student is in need of immediate medical attention.
- **Allotted Sessions fee.** Lake Land will be credited to distribute to its students, at no cost to the students

	Pricing
Annual Subscription	\$2,500
Allotted Sessions	300 (\$80/session)
Sessions Cost	\$24,000
Services Fee (total)	\$26,500

Any of the Allotted Sessions not used within the Initial Term would be automatically rolled-over to the subsequent Term.

In the event additional sessions are needed in excess of the Allotted Sessions, Lake Land may purchase additional teletherapy sessions at a rate of \$80 per session (50 session minimum).

Compensation will be paid in full to BetterMynd within thirty (30) days of the beginning of the Term. Payment will be made via check to the below address:

BetterMynd, Inc.
471 Sweet Acres Drive
Rochester, NY 14612

Section V. Indemnification

BetterMynd. BetterMynd shall be responsible to and shall fully defend, indemnify, and hold harmless Lake Land and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of BetterMynd, its

officers, employees, agents or licensees in any performance under this Agreement including: (i) personal injury, damage to real or personal tangible property; and (ii) negligence, either active or passive. Lake Land reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

Lake Land. Subject to the availability of lawful appropriation and consistent with state laws, Lake Land shall hold the Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction for its failure to perform its obligations hereunder to the extent attributable to the negligence of Lake Land, its officers or employees when acting within the course and scope of their employment.

The Parties' obligations under this section shall survive expiration or termination of this agreement.

Section VI. HIPAA Regulations

BetterMynd shall comply with HIPAA Regulations pursuant to 45 C.F.R. parts 160 - 164, Subparts A and E. BetterMynd shall maintain any documentation regarding any and all information, in any format, as confidential information.

Section VII. Confidentiality

Definition. "*Confidential Information*" means all information relating to a Party's products, services, technical information, marketing plans, customers, financial data, proprietary information, transactions, computer programs, source code, object code, customer or potential customer names, methods of doing business, proprietary processes, ideas, inventions, (whether patentable or not), client and product development plans, forecasts, strategies and information, that is disclosed to a Party (the "*Receiving Party*") by the other Party (the "*Disclosing Party*") in any manner.

During the Term of this Agreement, and for one (1) year after the termination or expiration of this Agreement, each Party will (a) hold the confidential information of the other Party in strict trust and confidence, (b) refrain from using or permitting others to use such Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, (c) refrain from disclosing or permitting others to disclose any such Confidential Information to any third party without obtaining the Disclosing Party's express prior written consent on a case-by-case basis, and (d) limit access to the Confidential Information to employees or agents of the Receiving Party who have a reasonable need to have such access in connection with the performance of the Services.

Exceptions. The obligations set forth in this Section VII will not apply with respect to any particular information that: (i) the Receiving Party lawfully knew prior to the Disclosing Party's first disclosure to the Receiving Party, (ii) a third party rightfully disclosed to the Receiving Party free of any confidentiality duties or obligations, (iii) is, or through no fault of the Receiving Party has become, generally available to the public, or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Additionally, the Receiving Party will be permitted to disclose Confidential Information to the extent that such disclosure is expressly approved in writing by the Disclosing Party, or is required by Law or court order, provided that the Receiving Party immediately notifies the Disclosing Party

in writing of such required disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure, including filing motions and otherwise making appearances before a court. For avoidance of doubt, the contents of this Agreement constitute the Confidential Information of both Parties.

Section VIII. No Other Warranties; Cap on Damages; No Consequential Damages

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE HEREIN, BETTERMYND MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE BETTERMYND PLATFORM OR THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

BETTERMYND'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO BETTERMYND PURSUANT TO THIS AGREEMENT IN THE TWLEVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER PARTY HERETO FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

Section IX. Ownership

The Parties acknowledge and agree that BetterMynd is, and at all times shall remain, the sole and exclusive owner of The BetterMynd Platform; and Lake Land shall accrue no ownership or right of use pertaining to the BetterMynd Platform or any products or services provided by BetterMynd hereunder by virtue of entering into this Agreement.

Section X. Miscellaneous Provisions

Independent Contractors: The Parties are independent contractors and not partners, joint venturers, nor principles or agents. Neither Party shall have or hold itself out as having the power or authority to bind or create liability for the other Party by its negligent or intentional act or omission.

No Third-Party Beneficiaries. This Agreement is not intended to benefit any third party nor shall any person or entity who is not a Party hereto be entitled to enforce any of the rights or obligations of a Party under this Agreement.

Assignment. This Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise, by either Party without the other Party's express prior written consent, which shall not be unreasonably conditioned, withheld, or delayed; *provided, however,* BetterMynd shall have the right to assign this Agreement to any successor in interest to BetterMynd in connection with any merger, consolidation, or sale of control BetterMynd or all or

substantially all of BetterMynd's assets.

Data Security: BetterMynd agrees at all times to maintain network security which at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party vulnerability assessments. Further, BetterMynd agrees to maintain network security that conforms to generally recognized "Industry Standards" and best practices that BetterMynd applies to its own network. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (see <http://www.cisecurity.org>).

Software Accessibility: BetterMynd understands that the Lake Land is required to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. BetterMynd warrants that program provided under the scope of this agreement has been tested and meets commonly agreed upon web accessibility standards, including but not limited to, Web Content Accessibility Guideline (WCAG) 2.1 and Section 508 of the Rehabilitation Act of 1973. BetterMynd understands that it is solely responsible for ensuring that BetterMynd meets these standards and agrees to address any accessibility concerns within ten (10) business days upon notification from Lake Land. Upon request, BetterMynd, Inc. agrees to provide a Voluntary Product Accessibility 2.0 Template (VPAT) to document its compliance.

Amendment; Entire Agreement: No amendment or modification to the Agreement shall be effective unless approved by both Parties in a signed writing that specifically identifies and expressly states that it is intended to serve as an amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to subject matter and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations or communications whether written or oral, relating thereto.

Severability: If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials duly authorized.

Lake Land College

BetterMynd, Inc.

Name: _____

Name: Cody Semrau

Title: _____

Title: Founder & CEO

Date: _____

Date: _____



MEMO

TO: Dr. Josh Bullock, President

FROM: Tina Stovall, Interim Vice President for Student Services

DATE: October 29, 2020

RE: Talented Student Awards – Athletic Scholarships for 2021-2022

On October 22, 2020, the National Junior College Athletic Association (NJCAA) released updates regarding eligibility status for current community college athletes due to ongoing challenges with sports seasons related to COVID-19. Specifically, NJCAA ruled that the 2020-2021 academic year will not count toward eligibility for any athlete regardless of sport season participation. As such, any second-season athlete enrolled in 2020-2021 will have one additional year of eligibility, and opportunity for athletic scholarship, for 2021-2022 as long as the athlete continues at the college in which they were enrolled in 2020-2021. These athletes will not be counted toward the NJCAA annual maximum number of scholarships per sport.

This NJCAA decision impacts all five Lake Land College intercollegiate teams, potentially allowing each of our coaches to offer a 2021-2022 athletic scholarship to any 2020-2021 second-season athlete who chooses to continue their enrollment and sport participation at Lake Land for the 2021-2022 year.

When COVID-19 first impacted Spring 2020 sports, the NJCAA approved a similar provision allowing for second-season baseball and softball athletes to gain an additional year of eligibility, and opportunity for scholarship, for the 2020-2021 year. At that time, in accordance with Board Policy 07.12 Talented Student Scholarships and Athletic Scholarship Guidelines, the Board of Trustees approved a request from the Athletic Department to award up to six additional scholarships to accommodate those second-season Laker baseball and softball athletes who would most benefit from another year of study and athletic participation at Lake Land. The baseball team utilized the additional scholarships to retain six athletes to a third year; the softball team did not choose to retain any athletes to a third year.

With NJCAA recently extending this continued eligibility provision to all 2020-2021 second-season athletes, the Athletic Department has requested approval to award additional scholarships for 2021-2022 for all five intercollegiate athletic teams. The request is to approve an increase in the maximum number of Athletic Scholarships by approximately 25% per sport to allow coaches to work with each second-season athlete to determine the best plan of action for them for the 2021-2022 year as follows:

Lake Land College Athletic Scholarships

	Baseball	Basketball Women	Basketball Men	Softball	Volleyball
Scholarships Pre-COVID-19	24	15	15	24	14
Increase for 2021-2022	6	4	4	6	4
Maximum 2021-2022	30	19	19	30	18

To receive a third-year scholarship, a second-season athlete would be required to meet all current NJCAA and Lake Land College academic progress requirements and be recommended by the coach for an additional year. The coach may choose to award more or less than the increase noted for second-season athletes but in no case could a coach award more than the maximum 2021-2022 number noted overall, nor more than the Pre-COVID-19 number to athletes who were not second-season scholarship recipients at Lake Land in 2020-2021. The coach will also adhere to requirements regarding the percentage of scholarships reserved for graduates of in-district high schools.

With your approval, I would like to present this recommendation to the Board of Trustees at their November 9 meeting and ask that they approve a temporary revision to the Athletic Scholarship Guidelines allowing these additional Athletic Scholarships for 2021-2022 in accordance with NJCAA Guidelines. Approval at this time will allow coaches to know the total number of scholarships they may award to students who will be new to Lake Land College in Fall 2021 as they begin the recruiting season in November.

I am happy to provide additional information and answer any questions you may have. Thank you.

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
November 9, 2020**

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

Peggy Strange	FMLA	01/04/2021-03/28/2021
Jerri Blazich	FMLA & Intermittent	09/22/2020-10/4/2020
Tomi Gravatt	FMLA & Intermittent	10/28/2020-11/09/2020
Olivia Koester	FMLA	04/16/2021-07/09/2021
Debra Taylor	FMLA	10/22/2020-11/22/2020
Richard Beagle	FMLA & Intermittent	10/22/2020-10/28/2020

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

Don Hardwick	11/09/2020-12/09/2020
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The following positions have been recommended by the Lake Land College President's Cabinet

Print Shop Graphic Designer – Print Assistant-Level 11, Support Staff
Student Life Specialist-Level 13, Support Staff

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time - Grant Funded		
Heuerman, Jill	Dental Hygiene Enhancement Coach	10/19/2020
	Primary Position is Allied Health Den Cln Hrly	
Hjort, Carol	Dental Hygiene Enhancement Coach	10/19/2020
	Primary Position is Allied Health Den Cln Hrly	
Jordan, Danielle	Dental Hygiene Enhancement Coach	10/19/2020
	Primary Position is Allied Health Den Cln Hrly	
Maulding, Lacy	Dental Hygiene Enhancement Coach	10/19/2020
	Primary Position is Allied Health Den Cln Hrly	
Molzen, Kara	Dental Hygiene Enhancement Coach	10/19/2020
	Primary Position is Allied Health Den Cln Hrly	
Probst, Melissa	Dental Hygiene Enhancement Coach	10/19/2020
	Primary Position is Adjunct Faculty Dental	
Smith, Logan	Dental Hygiene Enhancement Coach	10/19/2020
	Primary Position is Allied Health Den Cln Hrly	
Wilson, Sheila	Dental Hygiene Enhancement Coach	10/19/2020

Primary Position is Allied Health Den Cln Hrly

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Ali, Iffat	Adjunct Faculty Math and Science Divis	10/06/2020
Beam, Cheryl	Allied Health LPN Substitute Instructo	10/06/2020
Brandt, Haylee	Allied Health LPN Substitute Instructo	10/06/2020
Chambers, David	Adjunct Faculty Social Science Divisio	10/06/2020
Cline, Carol	Allied Health BNA Adjunct Faculty	08/11/2019
Dal Ponte, Marc	Adjunct Faculty Math and Science Divis	10/06/2020
Daugherty, Kathleen	Adjunct Faculty Business Division Subs	10/06/2020
Davis Rincker, Laurie	Adjunct Faculty Math and Science Divis	10/06/2020
Davison, Angela	Adjunct Faculty Business Division Subs	10/06/2020
Doty, Suzett	Adjunct Faculty Math and Science Divis	10/06/2020
Drake, Allen	Adjunct Faculty Agriculture Division S	10/06/2020
Dust, Holly	Adjunct Faculty Math and Science Divis	10/06/2020
Earnst, Cassie	Adjunct Faculty BNA Substitute	10/06/2020
Earp, Lisa	Adjunct Faculty Business Division Subs	10/06/2020
Floyd, Mackenzie	Allied Health Adjunct Faculty ADN Subs	10/06/2020
Foreman, Kay	Adjunct Faculty Allied Health Division	10/06/2020
Goad, Tisha	Allied Health Adjunct Faculty ADN Subs	10/06/2020
Gradle, Scott	Adjunct Faculty Math and Science Divi	10/06/2020
Greider, Matthew	Adjunct Faculty Social Science Divisio	10/06/2020
Hardiek, Karla	Allied Health Adjunct Faculty ADN Subs	10/06/2020
Harley, Sarah	Adjunct Faculty Math and Science Divis	10/06/2020
Hjort, Carol	Dental Hygiene - Substitute	10/06/2020
Holsapple, Kristen	Adjunct Faculty Social Science Divisio	10/06/2020
Homann, Mary	Adjunct Faculty BNA Substitute	10/06/2020
Hood, Shannon	Allied Health LPN Substitute Instructo	10/06/2020
Hunzinger, Brenda	Adjunct Faculty Math and Science Divis	10/06/2020
Jarrell, Charles	Adjunct Faculty Social Science Divisio	10/06/2020
Jones, Bambi	Adjunct Faculty Math and Science Divis	10/06/2020
Jones, Nichole	Allied Health LPN Substitute Instructo	10/06/2020
Kessler, Tynia	Adjunct Faculty Business Division Subs	10/06/2020
Landrus, Matthew	Adjunct Faculty Humanities Division Su	10/06/2020
Lebold, Jonathan	Adjunct Faculty Business Division Subs	10/06/2020
Lynch, Brian	Adjunct Faculty Social Science Divisio	10/06/2020
Madlem, Lisa	Adjunct Faculty Business Division Subs	10/06/2020
Marasinghe, Gishanthi	Adjunct Faculty Math and Science Divis	10/06/2020
McHenry, Walter	Adjunct Faculty Math and Science Divis	10/06/2020
Munger, James	Adjunct Faculty Business Division Subs	10/06/2020
Niebrugge, Stephen	Adjunct Faculty Technology Division Su	10/06/2020
Nohren, Maria	Allied Health LPN Substitute Instruct	10/06/2020
Nwosu, Ikemefuna	Adjunct Faculty Math and Science Divis	10/06/2020
Porter, Cassandra	Allied Health LPN Substitute Instructo	10/06/2020
Powers, Gregory	Adjunct Faculty Humanities Division Su	10/06/2020

Probst, Melissa	Dental Hygiene – Substitute	10/06/2020
Robison, Walter	Adjunct Faculty Technology Division Su	10/06/2020
Salem, Terry	Adjunct Faculty Social Science Divisio	10/06/2020
Satterwhite, Marcy	Adjunct Faculty Business Division Subs	10/06/2020
Shumard-Shelton, Lisa	Adjunct Faculty Humanities Division Su	10/06/2020
Smithenry, Kimberly	Allied Health LPN Substitute Instructo	10/06/2020
Stolz, Timothy	Adjunct Faculty Humanities Division Su	10/06/2020
Strange, Peggy	Adjunct Faculty Business Division Subs	10/06/2020
Swingler, Erin	Allied Health Adjunct Faculty ADN Subs	10/06/2020
Thomas, Amelia	Adjunct Faculty Math and Science Divis	10/06/2020
Thomas, Amelia	Laboratory Supervisor	10/17/2020
Thomas, Edward	Adjunct Faculty Humanities Division Su	10/06/2020
Thomas, Justin	Adjunct Instructor Soc Science Div	10/06/2020
Turnbull, David	Adjunct Instructor Math and Science Div	10/06/2020
Walden, Sterling	Adjunct Instructor Math and Science Div	10/06/2020
Watson, Tara	Adjunct Faculty Humanities Division Su	10/06/2020
Wilson-Kuhn, Debbuse	Adjunct Faculty Business Dvision Sub	10/06/2020
Yealick, Sabrina	Adjunct Faculty Technology Division Sub	10/06/2020
Yeske, Molly	Medical Assistant Instructor Sub	10/06/2020
Zeller, Nicole	Allied Health LPN Substitue Sub	10/06/2020
Zimmerle, Jerad	Adjunct Faculty Math and Science Division	10/06/2020

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Volunteer		
Fisher, Kerry	Dual Credit Instructor	10/21/2020

Part-time

Beeson, Jordan	Engineering Technician	10/12/2020
Cejkova-Kolaci, Klara	Covid-19 Checkpoint Screener	09/17/2020
Estacio, Estiven	Men's Asst Basketball Coach	10/09/2020
Gould, Anna	Newspaper Editor - Student Newspaper	10/06/2020
Johnson, Noah	Adjunct Faculty Agriculture Division	10/19/2020
Maulding, Claire	Covid-19 Checkpoint Screener	09/10/2020
Mourad, Mehdi	Covid-19 Checkpoint Screener	10/12/2020
Reed, Bretta	Contact Tracer	09/28/2020
Smith, Katherine	Covid-19 Checkpoint Screener	10/06/2020
Speer, Clara	Newspaper Editor - Student Newspaper	10/06/2020

Full-time

Curry, Brent	John Deere Tech Instructor	01/08/2021
Dodson, Evan	Police Officer	11/16/2020

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Unpaid Volunteer		
Travioli, Lyle	Tech Team Intern	10/01/2020

Full-time

Leonard, Amber	Corr Ofc Asst-Robinson	10/30/2020
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Part-time

Black, Timothy	Adj Doc College Funded Instr	05/19/2019
Clarkson, Jonathan	CBI Non-credit Instructor	10/06/2020
Compton, Daniel	CBI Non-credit Instructor	06/16/2019
Dyer, Brett	CBI Non-credit Instructor	08/01/2020
Froese, Morgan	Newspaper Ed Student News	05/17/2020
Hance, Ronald	Adj Doc College Funded Instr	08/11/2019
Haslett, Kayla	Newspaper Ed Student News	05/03/2020
Henninger, Jenine	Adj Doc College Funded Instr	10/06/2020
Jackson, Kyra	Tutor - Student Lrng Asst Ct	05/17/2020
Jones, Kari	CBI Non-credit Instructor	10/06/2020
Keplar, Vera	Non-Credit Instructor	03/22/2020
Kuster, Nikolous	Adj Doc College Funded Instr	08/11/2019
Lanman, Cindy	Adj Faculty Social Sci	08/11/2019
Nolan, Heather	Adj Doc College Funded Instr	05/19/2019
Ptomey, Kiera	Print Shop Student Asst	05/17/2020
Rardin, James	Test Proctor	08/23/2020
Rhine, Lydia	Print Shop Technician Assist	09/06/2020
Sayers, Kristine	Dual Credit Instructor	10/07/2020
Seifert, Owen	Newspaper Ed Student News	10/20/2019
Sweet, Cheryl	Non-Credit Instructor	03/22/2020
Titus, Timothy	Tutor - Student Lrng Asst Ct	03/06/2020
Wake, Jackie	Professional Development Sup	08/23/2020
Wellbaum, Hannah	Library Assistant	06/14/2020
Wheeler, Elizabeth	Adj Doc College Funded Instr	08/11/2019

College Work Study

Toothman, Elijah	Coll Work Stdy TRIO Talent	05/30/2020
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Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time - Grant Funded		
Hurt, Betheny	Associate Dean of Correctional Program Transferring From Corr Career Instructor -Shawnee	10/13/2020
Padrick, Lynae	Employment Specialist from Human Resources Assistant	11/10/2020
Watson, Brian	Associate Dean of Correctional Program Transferring From Associate Dean of Correctional Program	10/05/2020

Part-time

Davidson, Jo	Police Officer from Full-time Police Officer	11/01/2020
Stovall, Tina	Special Assistant to the President Transferring from Interim Vice-President for Student Services	11/25/2020