

# Lake Land College

District No. 517



## Board of Trustees

Agenda and Board Book  
January 11, 2021  
Regular Meeting No. 649

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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. 649  
**Monday, January 11, 2021, 6:00 p.m.**

**Trustees, citizens, faculty and staff may participate in the meeting via Zoom or teleconference:**

**Zoom Link:**

<https://lakelandcollege.zoom.us/j/98749324044?pwd=NjZJRTY5bU5HNFhrenRoZ1JxNkgwQT09>

**Meeting ID: 987 4932 4044; Passcode: 173443; By phone: 1 (312) 626-6799.**

At the time this Agenda was posted, a disaster proclamation was issued by the Governor relating to public health concerns for at least a portion of the public body's jurisdiction. In consideration of this and due to the COVID-19 health pandemic, Dr. Josh Bullock, Lake Land College President, has determined that a fully accessible in-person meeting is not practical or prudent. As permitted by Public Act 101-0640, 5 ILCS 120/7(e), this meeting may be held without the physical presence of a quorum at the regular meeting location.

Dr. Bullock will be physically present at the **meeting location, Webb Hall, Room 081, Mattoon**. In-person attendance by members of the public will be limited to nine (9) people on a first come, first serve basis. 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, January 11, 2021, and sent to [officeofthepresident@lakelandcollege.edu](mailto: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 December 14, 2020, Regular Meeting.
2. Approval of Agenda of January 11, 2021, Board of Trustees Meeting.
3. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement. For summary and details of bills refer to:  
[http://www.lakeland.cc.il.us/col/board\\_minutes/download.cfm](http://www.lakeland.cc.il.us/col/board_minutes/download.cfm)
4. Destruction of Tape Recording of July 15, 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 Dudit
G. President's Report	Dr. Josh Bullock

#### IV. Business Items.

##### A. Non-Action Items.

	Board Book Page Number(s)
1. Quarterly Investment Report.	
2. Annual Assessment Report.	21-39
3. Calendar of Events.	40
4. Correspondence.	

##### B. Action Items.

	Board Book Page Number(s)
1. Approval of Resolution No. 0121-012 to Express Gratitude to Retiring Illinois State Senator Dale Righter.	41-42
2. Approval of Effingham Regional Career Academy Intergovernmental Agreement.	43-58
3. Acceptance of Reporting of November 2020 Financial Statements.	59-64
4. Approval of Agreement with Parchment LLC for Transcript Services.	65-78
5. Approval of Faculty Seniority Listing.	79-87
6. Approval of 2021 Schedule of Board of Trustees Meetings.	88
7. Waiver of First Reading and Approval of Proposed Revisions to Board Policies 03.09 – <i>Quorum of the Board</i> and 03.09.01 – <i>Quorum of the Committee</i> .	89-91
8. Approval of Human Resources Report.	92-93

#### V. Other Business. (Non-action)

#### VI. Adjournment.

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



Regular Board Meeting No. 648  
December 14, 2020

The Governor issued a disaster declaration on December 11, 2020, that extended Executive Order 2020-007, relating to public health concerns for at least a portion of the public body's jurisdiction. In consideration of this and due to the COVID-19 health pandemic, Dr. Jonathan Bullock, Lake Land College President, determined that a fully accessible in-person meeting was not practical or prudent. As permitted by Public Act 101-0640, 5 I LCS 120/7(e), this meeting was held without the physical presence of a quorum at the regular meeting location. Lake Land College President Dr. Jonathan Bullock, as head of the public body, was physically present at the meeting location, Webb Hall 081, Mattoon.

**Minutes**

**Call to Order.**

Chair Reynolds called the December 14, 2020, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m.

**Roll Call.**

**Trustees Participating via Electronic Means (Zoom):** Mr. Gary Cadwell, Secretary; Mr. Kevin Curtis; Ms. Doris Reynolds, Chair; Mr. Dave Storm; Mr. Mike Sullivan, Vice-Chair; Ms. Denise Walk; and Mr. Tom Wright.

**Trustees Absent or Not Participating via Telephonic or Electronic Means:** Student Trustee Lucas Duduit.

**Other Participants:** Dr. Jonathan Bullock, President – in person. The following participated electronically (Zoom): Mr. Jon Althaus, Vice President for Academic Services; Ms. Jean Anne Grunloh, Senior Executive to the President; Ms. Valerie Lynch, Interim Vice President for Student Services; Mr. Greg Nuxoll, Vice President for Business Services; Dr. Tina Stovall, Special Assistant to the President, and members of the staff and media.

**Approval of Consent Items.**

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

1. Approval of Minutes of November 9, 2020, Regular Meeting.
2. Approval of Minutes of November 9, 2020, Closed Session.
3. Approval of Agenda of December 14, 2020, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$	355,373.62
Building Fund	\$	133,584.13
Site & Construction Fund	\$	183,976.29
Bond & Interest Fund	\$	7,001,173.25
Auxiliary Services Fund	\$	8,738.46
Restricted Purposes Fund	\$	422,570.68
Working Cash Fund	\$	-
Audit Fund	\$	9,200.00
Liability Insurance Fund	\$	20,213.45
Student Accts Receivables	\$	96,127.41
Total	\$	8,230,957.29

For a summary of trustee travel reimbursement and details of bills refer to:  
[http://www.lakeland.cc.il.us/col/board\\_minutes/download.cfm](http://www.lakeland.cc.il.us/col/board_minutes/download.cfm)

5. Destruction of Tape Recording of June 10, 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: None.

Absent: Student Trustee Dudit.

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.**

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### **ICCTA/Legislative.**

Trustee Sullivan said many legislative issues are on hold pending the outcome of who will be appointed Speaker of the House in January 2021. He said discussions continue with ICCTA leaders over concerns with potential cuts to higher education for Fiscal Year 2022 due to the state's budget shortfalls.

### **Resource & Development.**

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

### **Finance.**

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

### **Buildings & Site.**

Trustee Cadwell, Committee Chair, said the Committee met recently and the Committee's recommendations will be discussed with the Board at a later date or later in the agenda.

### **Foundation.**

Chair Reynolds said:

- The Foundation has awarded \$565,000 in scholarships to approximately 450 students for the 2020-2021 academic year. This includes a new one-time \$20,000 PATH Scholarship from Ellucian (the company that provides our College wide software) to help students in the pandemic that otherwise were not qualified for other COVID CARES funds. A special thanks goes to our scholarship coordinator, Ms. Hannah Crnkovich, for writing this grant and taking the lead on our Foundation scholarship process to help make this happen.
- Scholarship applications for the next round are due February 1, 2021.
- The Foundation's portfolio has reached \$11 million.
- The college-wide giving campaign will launch in February 2021.

### **Student Report.**

Student Trustee Dudit was absent from the meeting, thus no student report was provided.

### **President's Report.**

Dr. Bullock said:



- In November 2020, we received \$15,840.97 from the Illinois Department of Corrections (IDOC) toward the FY2020 outstanding balances. Currently a total of \$1,897,566.70 remains outstanding from IDOC and \$215,377.17 from the Illinois Department of Juvenile Justice (IDJJ) for FY 2020.
- We received no payments for FY 2021 invoices from IDOC or IDJJ in November. A total of \$2,189,781.23 remains outstanding from IDOC and \$164,834.45 from IDJJ.
- In October, we received no payments for FY 2021 credit hour reimbursement or equalization from the State of Illinois. For FY 2021, \$3.9 million remains outstanding for credit hour reimbursement and \$4.2 million for equalization.
- The College received property tax payments totaling \$4,146,609.52 in November.
- The EIU and Lake Land College partnership in the Illinois Innovation Network received approximately \$1 million in funding from the State of Illinois. The partnership will focus on economic development training offerings in areas including health care, manufacturing, entrepreneurship, food supply and clean energy.
- Staff and trustees are invited to take the new virtual tour of Lake Land College. The virtual tour can be found on the Lake Land College homepage under the Laker Nation News & Views section. Kudos to our Marketing and Public Relations and Admissions teams for their work in developing this innovative new recruitment tool!

### **Business Items.**

### **Non-action Items.**

### **Faculty Focus on Advancing Student Success – Faculty Tech Team.**

Ms. Emily Ramage, Director of Grants and Academic Operations, presented to the Board on the purpose and progress of the newly implemented Faculty Tech Team.

### **Implementation of Tableau – a Data Analytics Visualization Tool.**

Ms. Lisa Cole, Director of Data Analytics, presented to the Board on the implementation of Tableau, a data analytics visualization tool that has been launched in recent months at the College. She illustrated how this tool enhances data-driven decision making at the College.

### **Post-Issuance Tax Compliance Report.**

Mr. Greg Nuxoll, Vice President for Business Services, presented the report as compliance officer for the College's bond record-keeping policy. Mr. Nuxoll reported that, based upon his thorough review, the College is in compliance with all applicable federal tax requirements related to tax advantage obligation bond record-keeping requirements and no further action by the College is needed at this time.

### **Calendar of Events.**

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Trustees reviewed a calendar of upcoming events.

### **Correspondence.**

Trustees reviewed two items of correspondence.

### **Action Items.**

#### **Acceptance of John Ullrich Grant Award.**

Trustees heard a recommendation from Dr. Bullock that the Board accept grant funds from the John Ullrich Foundation. Trustees learned the grant funds will be used to provide individual scholarships to support students majoring in agriculture who are from Coles, Douglas, Macon, Piatt, and Moultrie counties. Grant funds will also be used to support a variety of instructional supplies and materials for the Agriculture Division. This is the 15th year that the John Ullrich Foundation has provided support to the College's Agriculture Division.

Dr. Bullock said dollar amounts have been removed to comply with the Foundation's confidentiality guidelines and that the authority to issue a press release on this award rests solely with the John Ullrich Foundation. Dr. Bullock thanked Mr. Ryan Orrick, Agriculture Division Chair, for his leadership to obtain this grant award.

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

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

#### **Acceptance of Reporting of October 2020 Financial Statements.**

Trustees reviewed the October 2020 Financial Statements and a memorandum from Mr. Nuxoll regarding a narrative update for the Statements. Mr. Nuxoll highlighted an overall summary of the revenues, expenditures and significant variances.

Trustee Storm, Finance Committee Chair, said there were no material variances and immaterial variances were mainly due to timing issues that should be corrected by the end of the fiscal year.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented the October 2020 Financial Statements.

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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: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Certificate of Tax Levy.**

Trustees heard a recommendation from Dr. Bullock that the Board approve the Certificate of Tax Levy for the 2020 levy year. He said the proposed taxing levy will not exceed a five percent increase over the prior year's extension. Therefore, a notice and a hearing will not be necessary. Trustees learned the College will not know the actual tax rate for the 2020 levy year until late spring when all of the EAV's are finally determined by the 15 individual counties in the Lake Land College district, but we are estimating that our rate of levy will decrease to approximately \$.6057 per \$100 EAV, a 2.5% decline in the amount levied overall from the prior levy year. Dr. Bullock said that for the individual taxpayer, Lake Land's tax is approximately 5% of the total bill and reflects Lake Land's low overall tax rate per \$100 EAV. He also highlighted this is the third year in a row the College has recommended a levy decrease.

Trustee Curtis moved and Trustee Wright seconded to approve as presented the 2020 tax levy and related certificate of compliance.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Resolution No. 1220-008 - Abating the Tax Heretofore Levied for the Year 2020 to Pay Debt Service on General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016B, of Community College District No. 517.**

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve the above-referenced Resolution. Trustees also reviewed the Resolution and a memorandum from Ms. Madge Shoot, Comptroller, in which she reported that on December 11, 2006, the Board of Trustees approved the issuance of \$2,200,000 in general obligation bonds for the construction of the new Fitness Center. Trustees learned the alternate bond levy needs to be abated in its entirety prior to the County Clerks' deadline in March 2021 and that abatement is necessary because the obligation bonds are paid through student fees.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented Resolution No. 1220-008, a resolution abating the tax heretofore levied for the year 2020 to pay debt service

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on General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016B, of Community College District No. 517. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Resolution No. 1220-009 – Authorize Preparation of Tentative Budget.**

Trustees heard a recommendation from Mr. Nuxoll to approve the above-referenced Resolution. Trustees reviewed details of the Resolution and learned Illinois statutes require that the Board of each community college district shall within or before the first quarter of each fiscal year adopt an annual budget which it deems necessary to defray all necessary expenses and liabilities of the district. Furthermore, it is required that the budget shall be prepared in tentative form as directed by the Board to be made conveniently available to public inspection for at least 30 days prior to final action.

Trustee Walk moved and Trustee Cadwell seconded to approve as presented Resolution No. 1220-009 to authorize preparation of the tentative FY 2022 Budget. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Cyber Security Insurance Renewal.**

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve our cyber security insurance renewal with Lloyds of London who has provided this coverage for the past three years. Trustees also reviewed a memorandum from Ms. Shoot in which she recommended that the College increase its liability coverage from \$3 million to \$5 million at a total cost of \$34,899 for the period December 14, 2020, through December 14, 2021. Trustees learned the cost would be \$24,990 for the same \$3 million in coverage as we have had for the past three years. Mr. Nuxoll said that given the significant increase in cyber-attacks, especially at other higher education institutions in the state, and our increased exposure with remote work and learning, he concurred with Ms. Shoot's recommendation.

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Trustee Storm moved and Trustee Cadwell seconded to approve as presented the cyber security insurance renewal with Lloyds of London in the amount of \$34,899, for the period December 14, 2020, through December 14, 2021, providing \$5 million in coverage.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Workers Compensation Policy Renewal.**

Trustees heard a recommendation from Mr. Nuxoll for the Board to renew the College's current worker's compensation policy with the Illinois Public Risk Fund (IPRF). Trustees also reviewed a memorandum from Ms. Shoot with this same recommendation. Mr. Nuxoll said the proposed renewal rate of \$227,432 reflects a 3.0% decrease in premium costs to the College as compared to the expiring rate. This equates to a decrease of \$7,241.00 in annual premium costs. Trustees also learned that with this renewal the College will again qualify to receive a Safety Grant from IPRF in the amount of \$10,770 to be used to enhance safety throughout campus.

Trustee Sullivan motioned and Trustee Curtis seconded to approve as presented the renewal of the College's Worker's Compensation Insurance Policy with the Illinois Public Risk Fund for 2021 at a rate of \$227,432.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Purchase of Two Used Semi-Trucks for CDL Program.**

Trustees heard a request from Mr. Nuxoll that the Board approve the purchase of two used semi-trucks for use in the College's CDL program, with the total gross costs of both trucks to not exceed \$85,000. Mr. Nuxoll reported that the College's two semi-trucks being used for the CDL training program include a 2006 Peterbilt 379 with 1,160,000 miles and a 2004 Peterbilt 379 with 1,797,000 miles. He said the 2004 model recently broke down and is unusable unless the College invests approximately \$30,000 for estimated repair costs. He stated that given the estimated repair costs for the 2004 Peterbilt and the age and miles on both semi-trucks he believes it would be more prudent for the College to purchase two newer, used models. He

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said if the Board approves this request then the administration will work with a local dealer to secure the very best option for the College.

Trustee Wright motioned and Trustee Sullivan seconded to approve the purchase of two used semi-trucks for use in the College's CDL program, with the total gross costs of both trucks to not exceed \$85,000.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Renewal for Education Advisory Board (EAB) Membership.**

Trustees heard a recommendation from Dr. Bullock for the Board to approve a three-year Letter of Agreement with the Education Advisory Board (EAB), a best practices firm serving K-12, community colleges and universities across the country. Trustees reviewed the proposed Letter of Agreement which included details of EAB's services.

Dr. Bullock said the College has been a member of EAB's Community College Executive Forum since December 2017, with the Board approving a three-year agreement at that time. He said EAB has worked with College staff in a variety of ways to research and implement best practices, most notably to help us advance development of our two key focus areas: Guided Pathways to Success and data analytics.

Trustee Cadwell moved and Trustee Curtis seconded to approve the Letter of Agreement with the Education Advisory Board for a three-year, Community College Executive Forum membership commitment commencing December 12, 2020, and ending December 11, 2023, with a total cost of \$58,126 over that period.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Acceptance of Coles Community Health Program (CCHP) Grant Award for Simulation Lab Development for the Nursing Program.**

Trustees heard from a recommendation from Dr. Bullock that the Board accept a \$30,000 grant from the Coles Community Health Program (CCHP) for simulation lab development for

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the College's nursing program. Dr. Bullock thanked staff in the Allied Health division who assisted in submitting the grant proposal, with a special thanks to Ms. Cheryl Beam, Director of Nursing Programs/Nursing Instructor, for presenting to the CCHP Board of Directors during their November 10, 2020, CCHP Board of Directors virtual meeting. Trustees learned that with this grant, Allied Health faculty will enhance the simulation lab experiences for students with the addition of a modular skills trainer, modern infusion pumps, and crash cart with defibrillators. In addition to the nursing programs, the equipment will be used in the Medical Assistant and Emergency Medical Services/Paramedic curriculum.

Trustee Walk moved and Trustee Cadwell seconded to accept the grant award in the amount of \$30,000 from the Coles Community Health Program for simulation lab development for the College's nursing program.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

**Approval of Modification to Hanson Professional Services, Inc. Agreement for Architectural / Engineering Services for Design through Construction Administration and Closeout for the Neal Hall CDB Project.**

Trustees heard a recommendation from Mr. Nuxoll that the Board approve a modification of the Professional Services Agreement with Hanson Professional Services Inc. as part of the CDB Neal Hall remodel project. Trustees reviewed details of the modified agreement. Mr. Nuxoll said the original Professional Services Agreement approved at the February 2020 regular Board meeting, between the College, Illinois Capital Development Board and Hanson Professional Services Inc., was for services through Programming and Schematic Design in the amount of \$82,320. He said the intention at that time was that the agreement would be modified to cover subsequent design phase, construction administration and closeout services in accordance with the project scope as further defined during the Program Analysis and Schematic Design phase services. Trustees learned the scope of the project has now been defined and that Hanson Professional Services prepared the Program Analysis / Schematic Design Report which has been thoroughly reviewed and discussed by CDB and the Lake Land College administration. Trustees also learned the total budget for the entire remodel is currently \$5,337,200 and that the additional architectural and engineering fees related to this modification is \$336,755, bringing the entire architect and engineering fees for the project to \$419,075.

Trustee Sullivan moved and Trustee Cadwell seconded to approve as presented the modification of the Professional Services Agreement with Hanson Professional Services Inc. as part of the CDB Neal Hall remodel project.

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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: None.

Absent: Student Trustee Dudit.

Motion carried.

**Approval of Resolution No. 1220-010 for Agreement to Extend Fall 2020 Memorandum of Understanding (MOU) with the Lake Land College Paraprofessional Association into Spring 2021 Term.**

Trustees heard a recommendation from Dr. Bullock that the Board approve the above-referenced Resolution to extend the current Memorandum of Understanding (MOU) with the Paraprofessional Association for the Fall 2020 semester to address changes in working condition issues due to the pandemic to the Spring 2021 term. Trustees reviewed the proposed Resolution and a memorandum from Ms. Dustha Wahls, Director of Human Resources, in which she reported this extension was mutually agreed on by the Association. Dr. Bullock said that by mutual agreement and per item #10 of the original Paraprofessional MOU, approval of the proposed Resolution will extend the agreement through the end of the Spring 2021 term or May 14, 2021.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented Resolution No. 1220-010 for Agreement to Extend Fall 2020 Memorandum of Understanding (MOU) with the Lake Land College Paraprofessional Association into Spring 2021 Term or through May 14, 2021. [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: None.

Absent: Student Trustee Dudit.

Motion carried.

**Approval of Resolution No. 1220-011 for Agreement to Extend Fall 2020 Custodial Memorandum of Understanding (MOU) with the Lake Land College Association into Spring 2021 Term.**

Trustees heard a recommendation from Dr. Bullock that the Board approve the above-referenced Resolution to extend the current Memorandum of Understanding (MOU) with the Custodial Association for the Fall 2020 semester to address changes in working condition issues due to the pandemic to the Spring 2021 term. Trustees reviewed the proposed Resolution and a memorandum from Ms. Wahls, in which she reported this extension was mutually agreed on by the Association. Dr. Bullock said that by mutual agreement and per item



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#6 of the original Custodial MOU, approval of the proposed Resolution will extend the agreement through the end of the Spring 2021 term or May 14, 2021.

Trustee Walk moved and Trustee Cadwell seconded to approve as presented Resolution No. 1220-011 for Agreement to Extend Fall 2020 Memorandum of Understanding (MOU) with the Lake Land College Custodial Association into Spring 2021 Term or through May 14, 2021. [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: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Release or Non-Release of Closed Session Minutes.**

Trustee Sullivan moved and Trustee Curtis seconded to approve the release of closed session minutes within the six-month period since June 9, 2020, including section 2 of the July 13, 2020, meeting and sections 1 and 2 of the November 9, 2020 meeting, and not approve the release of closed session minutes for all other sections in this review period as the need for confidentiality still exists.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Appointment of Chief Information Officer.**

Trustee Walk moved and Trustee Storm seconded to appoint Mr. David Stewart to the position of Chief Information Officer effective January 4, 2021, and dependent upon the final reference and background check process with our Human Resources Department.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

### **Approval of Human Resources Report.**

Trustees reviewed the Human Resources Report.

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

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

Tucker, Laura	FMLA	10/3/2020-11/29/2020
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#### Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Graziano, Amy	IEL Instructor Primary Position is Adj. Humanities	11/10/2020
Hunter, Kimberly	IEL Instructor Primary Position is Coor International St.	11/10/2020
Mourad, Mehdi	International Studies Student Assistant Primary Position is Covid-19 Checkpoint Screener	11/09/2020
Robison, Walter	Technology General Equipment Tech. Primary Position is Adj. Technology	11/09/2020
Hill, Sarah	Director of Library Services Primary Position is Librarian	01/01/2021

#### Part-time - Grant Funded

Saril, Hannah	Pathways Classroom Assistant	11/09/2020
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#### End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Hill, Sarah	Bridging the Gap Curriculum Consultant	12/02/2020

#### New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Full-time		
Fatheree, Dustyn	Student Life Specialist	01/08/2021
Martin, Zachary	Microcomputer Support Specialist	01/04/2021
Stortzum, Natasha	Coor of Laker nest & Bookstore	01/04/2021

#### Full-time- Grant Funded

Lake Land College Board of Trustees  
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Harrington, Elizabeth	Adm. Asst. to Dean of Correctional Pr	11/30/2020
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Part-time

Bloemer, Kaitlyn	Newspaper Editor - Student Newspaper	10/06/2020
Metzelaars, Jason	Police Officer	11/16/2020
Mosaad, Hana	Covid-19 Checkpoint Screener	11/16/2020
Rardin, Kristen	Newspaper Editor - Student Newspaper	08/24/2020
Jennifer DeWeese	Adjunct Business Division	11/16/2020

Volunteer/No pay

Gough, Amanda	Dual Credit Instructor	11/02/2020
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Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time Grant funded		
Price, George	Corr Cust Maint Instructor Lawrence	12/14/2020
Jackson, Dustin	Cor. Const Occupations Instructor	11/25/2020

Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time		
Vogel, David	Graphic Design Print Assistant	01/04/2021
	Transferring from Pt Time Graphic Designer Pre-Flight	
Sharp, Tony	Director of Enterprise Applications	01/04/2020
	Transferring from Programmer Analyst	
Full-time - Grant Funded		
Scott, Gary	Director of Adult and Alt Education	01/04/2021
	Transferring from Assc. Dean of Joliet	
Part-time		
Murphy, John	Print Shop Student Assistant	11/17/2020

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Dudit.

Motion carried.

**Other Business. (Non-action)**

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Dr. Bullock and Chair Reynolds thanked the trustees, faculty, staff and students for their patience and perseverance this past year with the numerous challenges posed by the pandemic.

There was no additional discussion.

**Adjournment.**

Trustee Cadwell moved and Trustee Walk seconded to adjourn the meeting of the Lake Land College Board of Trustees at 7:19 p.m.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Student Trustee Duduit.

Motion carried.

The meeting was recorded and may be viewed at the following link:

[https://lakelandcollege.zoom.us/rec/share/1arTPlvqZv54vvJkzLIt-N4E7STD\\_bryzZnZaCWriooC7l6ycXUdyZRrVpQc-jtk.UTN448LAn0NvAJhu](https://lakelandcollege.zoom.us/rec/share/1arTPlvqZv54vvJkzLIt-N4E7STD_bryzZnZaCWriooC7l6ycXUdyZRrVpQc-jtk.UTN448LAn0NvAJhu)  
Passcode: jd^CWzj9

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/](https://www.lakelandcollege.edu/col/board_minutes/)



# MEMO

TO: Jon Althaus, Vice President of Academic Services  
FROM: Lisa Madlem, Director of Academic Services & Assessment  
DATE: December 18, 2020  
RE: FY 2020 Annual Assessment Report

---

The Assessment Department at Lake Land College completes an annual report. This report includes information regarding all six major components of assessment: ICCB program review, program, general education, course, DOC course, and institutional. The report outlines the continued progress that the College has made in assessment.

I respectfully request to present the 2020 Annual Assessment Report to the Board of Trustee at the January 11<sup>th</sup> meeting.

# 2020 ANNUAL ASSESSMENT REPORT

**PREPARED BY:**

**Lisa Madlem**

**Director of Academic Support & Assessment**

**LAKE LAND  
COLLEGE**



## IN THIS REPORT

Introduction	3
ICCB Program Review	4
Program Assessment	6
Course Assessment	8
General Education Assessment	10
Institutional Assessment	12
Assessment Month	14



## ASSESSMENT DUE DATES IN WEAVE

### February (Second Wednesday)

Fall Course Assessment  
Results & Analysis

### May 15

Program Assessment  
Results & Analysis

ICCB Program Review

### September 15

Institutional Assessment  
Results & Analysis

### September

(Second Wednesday)  
Spring Course Assessment  
Results & Analysis

## INTRODUCTION

Assessment is the systematic measurement of student performance for the purpose of improving the quality of the institution, and its educational programs and courses. It affords Lake Land College the opportunity to make informed decisions that ultimately improve teaching and learning. Essentially, assessment is looking at what students should know, value, or be able to do upon the completion of a unit of study, course, program, or interaction with a department. Assessment asks the questions, "Are students learning?" and "How do we know?"

The College provides a learning environment of the highest quality through the systematic process of assessment in each of the six major components that are described in detail within this report. Currently, the following six components of assessment are in place and completed each year:

- (1) Illinois Community College Board (ICCB) Program Review;
- (2) Program Assessment;
- (3) General Education Assessment;
- (4) Course Assessment;
- (5) Institutional Assessment; and,
- (6) Department of Corrections (DOC) Course Assessment.

The Department of Corrections course assessment is in its third year. This process was implemented to ensure that DOC courses are equivalent to the course assessment activities on the main campus. A pilot of 14 courses began during the spring 2018 semester.

In order to bring the data from all of these components together, and act as a central housing location, Lake Land College purchased WEAVEonline Assessment Software in 2010. Recently, Weave moved to a new 4.0 platform-based version. Weave completed the content migration process (moving existing data from the old version to the new 4.0 version). As a result, training for faculty and staff was completed in early 2020.

Finally, new to this report, is Assessment Month content on pages 12-15. Assessment Month takes place in February of every year in an effort to promote the importance of assessment as an educational activity, and as a requirement for faculty and staff at the college. Consequently, several assessment activities and promotions are offered to students, staff and faculty.



# ICCB PROGRAM REVIEW

The Illinois Community College Board (ICCB) coordinates a state-wide system for the review of instructional programs to be reviewed once every five years.

The purpose of the statewide program review is to:

1. Support strategic campus-level planning and decision-making related to instructional programming and academic support services;
2. Support program improvement; and,
3. Support the delivery of locally responsive, cost-effective, high quality programs and services across Illinois' community college system.  
([www.ICCB.org](http://www.ICCB.org)).

Of the programs that were reviewed, 100% of Lake Land College programs were in compliance with the Illinois Community College Board. For the 2020 fiscal year, Figure 1.0 provides the Lake Land College A.A.S. programs (6), Certificate Programs (13), Department of Corrections (2), Academic Discipline, Cross-Disciplinary Instruction and Student and Academic Support Services that were reviewed.

ICCB implemented a new format with significant changes for completing program review for 2017 reporting. By using the new format, ICCB hopes that colleges will use it to plan, implement, and otherwise change programs throughout the system. Because the new format is much more complex and data driven, Lake Land College faculty have recognized the completed reports as a resource for the newly developed Program Improvement and Enrichment (PIE) Model.



# ICCB PROGRAM REVIEW

Figure 1.0

Degree	Program
Associate in Applied Science	Agriculture Business and Supply
Associate in Applied Science	Agriculture Production and Management
Associate in Applied Science	Horticulture
Associate in Applied Science	Associate Degree Nursing
Associate in Applied Science	Marketing
Associate in Applied Science	Renewable Energy
Certificate	Agriculture Business
Certificate	Horticulture
Certificate	Livestock Production
Certificate	Crop Production
Certificate	Practical Nursing
NDP	Basic Nurse Assistant
Certificate	Entrepreneurship
Certificate	Marketing
Certificate	Professional Sales
Certificate	Renewable Energy Management
Certificate	Renewable Energy Technology
Certificate	Industrial Maintenance
NDP	Sustainable Renewable Energy
DOC Certificate	Horticulture Production
DOC NDP	Fundamentals of Horticulture
Academic Discipline Review	Humanities & Fine Arts
Cross-Disciplinary Instruction	Adult Education and ESL
Student and Academic Support Services	Counseling/Advising, Student Accommodations and Library Services

# PROGRAM ASSESSMENT

Program assessment ensures every degree, diploma, and certificate has learning outcomes. Each learning outcome is measured by the faculty in the program through a variety of assignments, tests, projects, licensing examinations, etc. Division chairs and program directors create assessment plans as the programs are developed and implemented. Since 1996, the College has annually assessed all active certificate and associate degree programs. What follows below are results for the past five years:

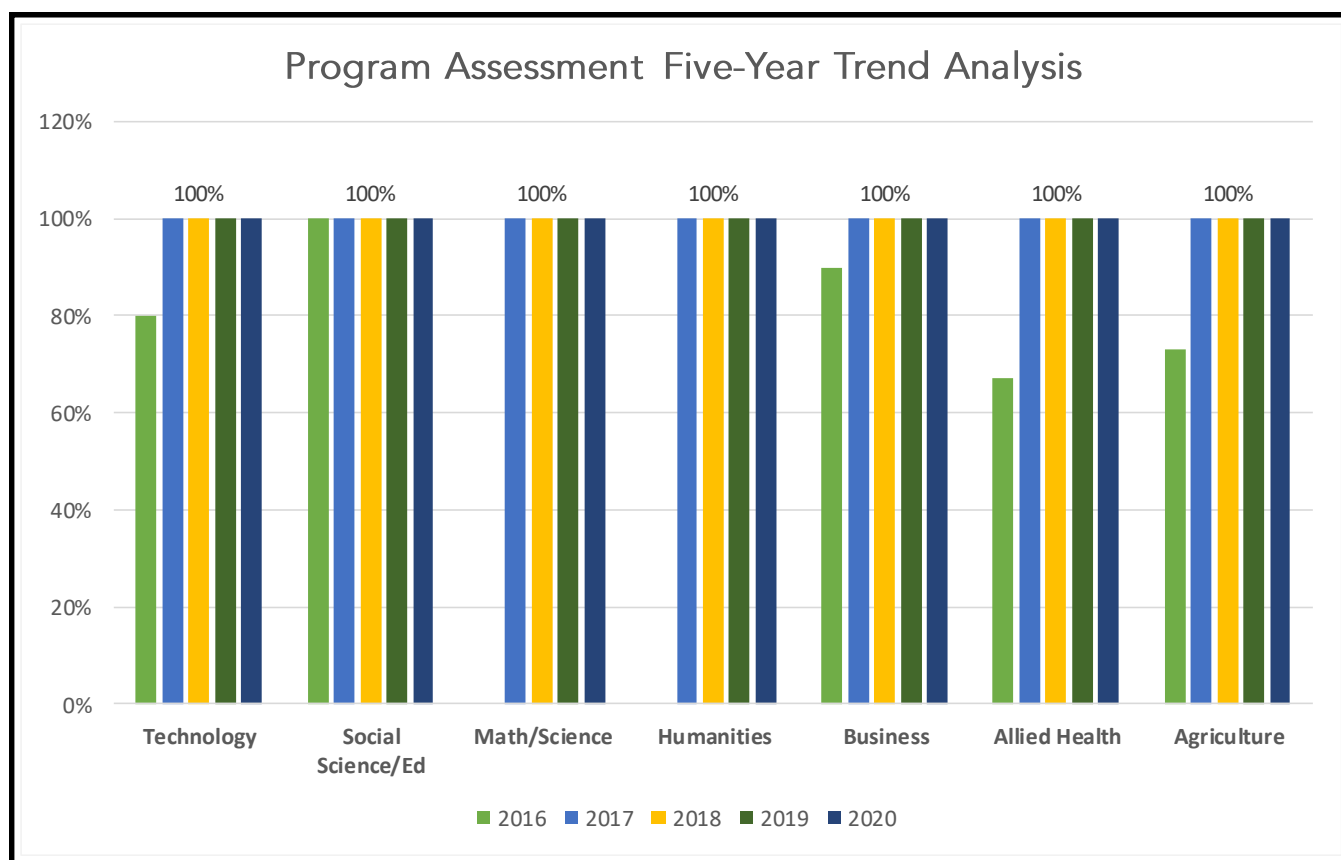
## PROGRAM ASSESSMENT RESULTS

- 2020—100% completion by the due date
- 2019—100% completion by the due date
- 2018—100% completion by the due date
- 2017—100% completion by the due date
- 2016—59% completion by the due date

The following Program Assessment Five-Year Trend Analysis bar chart (Figure 2.0) shows significant progress in completion by the due date for all seven academic divisions. In fact, for the last four years, each division has achieved 100% completion.

(Please note that for 2016, two divisions were at 0% as indicated on the bar chart. below)

Figure 2.0



# PROGRAM ASSESSMENT

During March of 2020, the COVID 19 Pandemic shut down Lake Land College. Consequently, faculty were asked to move all of their face-to-face courses to remote learning in a 1-2 week time period. Through all of this, each and every program coordinator still managed to complete their program assessment which resulted in a 100% completion rate for the College! What follows is an exemplary example of what one instructor did with her assessment to ensure excellence in student learning.

Lisa Earp, Business Instructor, has graciously agreed to share her assessment for Office Manager (AAS.OFMGT) program.

**Student outcome:** Improve and use professional oral and written communication.

**Measuring tool:** Students will participate in a mock interview to improve their oral and written communication skills.

**Achievement target:** Students who participated in the activity will receive a rating of 70% or higher based upon a mock telephone interview rubric.

**Results:** 83% of students (n=12) received a 70% or higher on the mock interview. The results were taken from BUS079 Professional Development. Two students did not complete the activity at all and were not counted. (If they were counted the average would have been 71%.)

**Analysis (how are you using your assessment results to improve student learning?)** Not only was this the first time BUS079 was offered online, but the mock interviews were held just a week after the college was turned into an online only environment from the COVID-19 pandemic. Although this class was already offered online, I think the COVID-19 situation, placed extra strain on everyone. Under the circumstances, I'm not sure that students were as thoroughly prepared as I would have liked. I do think this is why two students did not participate at all. One was given an opportunity to reschedule, and still did not participate. The mock interviews provide an excellent snapshot of the student's communication skills. First, the students prepare employment documents (cover letter, resume, and references) which they email to the Director of Career Services in advance of the mock interview. The email and employment documents demonstrate the students' written communication skills. Students pick a scheduled day and time and are expected to call on time. Obviously, the mock interview demonstrates the student's oral communication skills as well as their level of preparation for an interview. Since this is a learning activity, the expectation is not for the students to ace the interview but to have an opportunity to practice, receive immediate feedback, receive a rating from the employer's perspective (Director of Career Services), and reflect on what to improve for the next interview. At the conclusion of each mock interview, the Director will spend a few minutes discussing strengths and weaknesses of the interview with the student. Later, the student receives a more formal evaluation. As part of the continual evaluation of the activity, the Director and I always debrief. Comments from the Director of Career Services indicated that the interviews overall went well and students called when they were supposed to and were generally receptive to feedback. I did ask when completing the evaluations, that the Director of Career Services take into consideration of the less than ideal circumstances. A bonus this year was the Director also was able to offer oral feedback to many students regarding their employment documents which has not been done before. This is something I will consider asking her to incorporate for all students if she has the time to do so. So, I am pleased with the current results, especially with the all of the changes this semester, and will continue to debrief with the Director to make necessary updates.

# COURSE ASSESSMENT

In January of 2010, the College implemented course assessment. Faculty began this process by developing 3-5 outcomes for each course along with measuring tools and achievement targets. The data collection process for course assessment began during the fall 2010 semester and, today, is an ongoing process. By fall 2013, there was a significant increase in the overall completion. Much of this success was driven by a 2013 action plan implemented by the Director of Academic Support & Assessment to meet the achievement target for completion of course assessment at the College. The plan entailed working closely with division chairs and requesting their assistance in working with faculty that were non-compliant in the course assessment process.

In addition, an Assessment Participation Task Force was developed during the fall 2013 semester. The charge of this task force was to define what "participate in assessment" meant for the new faculty contract. During the spring 2014 semester, an Assessment in Participation document was disseminated to division chairs and full-time faculty. This document provided clear guidelines in defining "participate in assessment." Consequently, the overall participation, for the seven academic divisions, in course assessment increased.

Also equally important, was the inclusion of assessment for all course sections. Adjunct and high school dual credit instructors are required to collect assessment data for each class/section they teach. The results are submitted to lead instructors who are full time faculty. The lead instructor analyzes the data and enters the results into the Weave assessment software. To take this process a step further, lead instructors provide results to the adjunct and dual credit instructors. This type of collaboration has grown throughout the College and indirectly created a culture of assessment.



# COURSE ASSESSMENT

## COURSE ASSESSMENT RESULTS FOR 2019-2020

### Fall 2019:

- |                            |      |
|----------------------------|------|
| • Agriculture              | 98%  |
| • Allied Health            | 98%  |
| • Business                 | 98%  |
| • Humanities               | 100% |
| • Math/Science             | 93%  |
| • Social Science/Education | 92%  |
| • Technology               | 100% |

Average completion rate for the seven academic divisions: 97%.

### Spring 2020:

**Due to the COVID 19 Pandemic, an MOU was signed stating that faculty did not have to complete course assessment for the spring 2020 semester, therefore, results are not available.**

## DEPARTMENT OF CORRECTION COURSE ASSESSMENT

Lake Land College's Assessment Committee initiated a process to ensure that the assessment activities at the Department of Correction locations were equivalent to the assessment activities on the main campus. In an effort to support continuous improvement by leading college-wide participation and integration of assessment activities and results, the Assessment Committee put forth the following outcome statement:

*Lake Land College will ensure that the Department of Correction participates in the College's course assessment process.*

Meaning, all courses at the Department of Correction facilities should be assessed to improve student learning using the same methods as those taught on campus. The Assessment Committee met with the Deans of the Correctional facilities to review and implement the following steps:

- Review campus course assessment process;
- Address barriers and challenges;
- Identify pilot courses (14 courses were chosen for the pilot);
- Identify pilot instructors;
- Create pilot timeline;
- Create WEAVE assessment plans for pilot; and,
- Create faculty course assessment professional development timeline.

The above process was implemented during the spring 2018 semester and assessment results were entered into the Weave assessment software by the due date at 100% completion. Ongoing progress has been made with the remaining 80 plus courses. Assessment plans are in place and collection of data is going well.

# GENERAL EDUCATION ASSESSMENT

The purpose of general education at Lake Land College is to provide students with learning experiences that are necessary to enable them to maintain responsible and satisfying relationships to society and the environment. General Education Assessment is administered to students in February by faculty.

Prior to 2010, the College's general education goals targeted transfer students. After an extensive review process by the General Education Committee, new goals were developed targeting students in all programs, both transfer and career/technical. This decision significantly impacted assessment, as both transfer and career/technical students are included in the random samples selected to participate in assessment activities.

In 2012, the General Education Committee piloted an initiative titled, "A Path to Improvement" with the goal of using the information gathered through assessment activities to improve student learning. In December of 2020, the Committee met and unanimously chose Diversity as the new path to improvement. Details and results from the diversity initiative will follow in the 2021 Annual Assessment Report.

The following general education goals were assessed in 2020:

## Diversity

Students will recognize the unique characteristics of others through:

Understanding diverse cultural contributions

Prompt: Multiple choice test with 25 questions – two of which were short answer

**Result: 70%**

## Diversity

Students will recognize the unique characteristics of others through:

Understanding multiple economic, geographical, or historical perspectives

Prompt: Essay – global Mount Rushmore where students are asked to nominate four individuals that represent at least two continents

**Result: 77%**

## Citizenship

Students will demonstrate civic responsibility by:

Understanding the impact of human actions on society

Understanding their role in a global society

Prompt: Essay based on a Henry Ford quote

**Result: 75%**

# GENERAL EDUCATION ASSESSMENT

The fourth general education goal was not assessed due to COVID-19:

## Problem Solving

Students will demonstrate scientific and quantitative problem-solving skills through:

Applying the scientific method

Lab prompts from chemistry and physics courses are used for this goal. Instructors score the lab prompts using a rubric developed by the General Education Committee with the assistance of chemistry and physics instructors.

A memorandum of understanding (MOU) was signed in March of 2020 stating that faculty did not have to participate in assessment during the COVID-19 Pandemic, therefore, no results are available for this goal.

Overall, compared to three years ago, students scored lower on Citizenship, higher on Diversity B, and lower on Diversity A .





# INSTITUTIONAL ASSESSMENT

Institutional Assessment was implemented during the 2011-2012 fiscal year. The goal of Institutional Assessment is to address the following two questions: (1) How does my department contribute to the student learning experience at Lake Land College; and, (2) How do we know?

The Assessment Committee was charged with leading a plan for college-wide assessment and quality goals. As a result, the committee developed institutional goals for many areas of the College, which are assessed in order to gauge how each department contributes to the student learning experience. See below:

- Communication;
- Critical Thinking;
- Problem Solving;
- Diversity;
- Citizenship; and,
- Foundational Knowledge

Figure 3.0 on page 13 provides the results for each department that participates in institutional assessment. The overall average completion rate for institutional assessment was 93%.



# INSTITUTIONAL ASSESSMENT

Figure 3.0

Department	By 9-15-20 (due date)
<b>ACADEMIC SERVICES (100%)</b>	
Assessment	100%
Dual Credit	100%
Grants	100%
Learning Resource Center	100%
Perkins	100%
<b>BUSINESS SERVICES (67%)</b>	
Accounting	0%
Bookstore	100%
Human Resources	100%
Information Systems & Services	100%
Physical Plant	0%
Print Shop	100%
<b>PRESIDENT'S OFFICE (100%)</b>	
Alumni	100%
College Advancement	100%
Foundation	100%
Institutional Research	100%
Police Department	100%
<b>STUDENT SERVICES (100%)</b>	
Student Services	100%
Placement Testing	100%
Tutoring	100%
<b>WORKFORCE SOLUTIONS AND COMMUNITY EDUCATION (100%)</b>	
Adult Education	100%
Alternative Education	100%
Center for Business & Industry	100%
Department of Corrections	100%
Kluthe Center	100%
<b>AVERAGE COMPLETION FOR ALL DEPARTMENTS</b>	<b>93%</b>

## ASSESSMENT MONTH SUMMARY

In December 2011, the Lake Land College Board of Trustees *approved a resolution to declare February of each year to be recognized as Assessment Month* in an effort to promote the importance of assessment as an educational activity and as a requirement for every employee at the college. Consequently, several promotions were created for students, staff, faculty, and community by the Director of Academic Support & Assessment.

Prior to Assessment Month, promotions were put in place that included: Assessment poster boards and flyers that were strategically placed in all campus buildings; press releases to area newspapers; Facebook messages; and e-mails.

The first full week of each February was deemed as "Assessment Week." This event included activities that targeted students. An assessment booth was on display in the Luther Student Center on the main campus and at the Kluthe Center in Effingham. In addition, the Director of Academic Support & Assessment provided educational materials to educate students about what assessment is and the different components of assessment. In addition, students were given the opportunity to answer up to five assessment questions ( see pages 15-17) for a chance to win Subway and gas gift cards. All students who participated in the drawing were also provided a free phone charger.

General Education Assessment also occurs during the month of February. This year approximately 500 students were assessed for one of the following general education goals: Citizenship, Diversity A, and Diversity B. Twenty-nine faculty participated in the general education assessment effort. Results of the general education assessment are located on pages 10 and 11 in this report.

As the years progress with Assessment Month, Lake Land College's awareness of the importance of assessment in relation to student learning seems to be increasing.

Because the Higher Learning Commission has placed great importance on the assessment of student academic achievement, this promotional event is crucial in the assessment education for our students, staff, faculty, and community.



# ASSESSMENT MONTH SUMMARY

## STUDENT ASSESSMENT WEEK QUESTION ANALYSES

Students were given the opportunity to answer up to five assessment questions for a chance to win Subway and gas gift cards. All students who participated in the drawing were also provided a free phone charger. What follows on this page, and pages 16 & 17, are the analyses for the Q & A.

- **Question 1:** What is assessment?
  - 36 out of 36 responses @100% correct
- **Question 2:** What is the overall goal of assessment?
  - 30 out of 30 responses @ 100% correct
- **Question 3:** Name two components of assessment
  - 41 out of 41 responses @ 90% correct
- **Question 4:** Who would you contact if you had a question about assessment?
  - 33 out of 33 responses @ 100% correct



# ASSESSMENT MONTH SUMMARY

## STUDENT ASSESSMENT WEEK QUESTION ANALYSES

(continued)

### Question 5: Name one thing you like about Lake Land College.

- 44 responses with the following compiled comments:
  - I love the location and helpful staff
  - The affordability (6)
  - How friendly every staff member has been
  - I like the welcoming atmosphere and the clubs
  - I really like the availability and concern for all students by the faculty and staff
  - I like the accessibility of Lake Land's later enrollment options and diversity in age perspectives of its student body
  - I like my teachers the most
  - All the nice and friendly people and helpful resources
  - I love the atmosphere as a whole: the smaller class sizes, beautiful campus, excellent assistance for whatever I need, and fun activities.
  - The student and teacher ratio and how every course has learning outcomes
  - The facilities are pristine and the staff is very helpful
  - It is a smaller college so I get one-on-one experience with my teachers
  - The affordability. I pay tuition out-of-pocket and via a grant, so it helps a ton that the numbers aren't out of my league.
  - The affordability—coming from a low income family, cost is very important
  - The Luther Student Center
  - Being able to take courses at Kluthe where it is a smaller campus
  - How small it is

# ASSESSMENT MONTH SUMMARY

## STUDENT ASSESSMENT WEEK QUESTION ANALYSES

(continued)

### Question 5: Name one thing you like about Lake Land College (continued).

- The use of Canvas
- Ike Nwosu
- The number of ways to connect with classmates and get involved on campus.
- My particular area of study, engineering, has been surprisingly instructive for a community college
- The people and the system are very kind and helpful to international students
- I like the environment, how everything is updated, how my professors are helpful, and how I have support at Lake Land.
- The teachers are always there to answer my questions
- I love the workout facility (2)
- I like the instructors and their excitement for the subjects they teach
- I like the activities that are available
- Affordable tuition and close to home
- I like the support I get from all of the different aspects of faculty. If you are ready and willing to learn, there will be someone to help me succeed.
- Helpful staff
- The flexibility and the environment
- The people!
- Easy to work with instructors
- Lake Land College has so many resources. Every staff member is always willing to help students with anything.
- Class times make it manageable for an adult to further their education
- Small class sizes and teacher accessibility
- I like the availability of classes at different times and locations

**CONTACT:**

Lisa Madlem

Director of Academic Support & Assessment

Phone: 234-5088

Email: [lmadlem@lakelandcollege.edu](mailto:lmadlem@lakelandcollege.edu)

Office: WH 020

[www.lakelandcollege.edu/assessment](http://www.lakelandcollege.edu/assessment)

### Calendar of Events

Monday, January 11, 2021	6 p.m. – Board Meeting – Webb Hall 081 *Due to the pandemic and as permitted by Public Act 101-0640, 5 ILCS 120/7(e), this meeting will be held without the physical presence of a quorum at the regular meeting location. President Bullock will be physically present at the meeting location, Webb Hall, Room 081, Mattoon. In-person attendance by members of the public will be limited to nine (9) people on a first come, first serve basis. Trustees, citizens, faculty and staff may participate in the meeting via Zoom or teleconference. Instructions to participate remotely will be included on the agenda.
Thursday, February 4, 2021	Finance Committee Meeting 9 a.m. – Webb Hall 081 Resource and Development Committee Meeting 4:15 p.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



**RESOLUTION NUMBER: 0121-012**

**DATE: January 11, 2021**

**Resolution to Express Gratitude to Retiring Illinois State Senator Dale Righter**

**WHEREAS**, the College creates and continuously improves an affordable, accessible, and effective learning environment for the lifelong educational needs of the diverse communities we serve; and,

**WHEREAS**, the College seeks to collaborate with legislators and advocate for state and federal policies that will advance the College's mission; and,

**Whereas**, Illinois State Senator Dale Righter has served the 55<sup>th</sup> Senate District since 2003, after having served in the Illinois House of Representatives from 1997 to 2003; and,

**WHEREAS**, Senator Righter has been a strong legislative advocate for Lake Land College and its mission during his 24 years of state legislative service; and,

**WHEREAS**, Senator Righter was instrumental in helping Lake Land College secure state funding for development of phases two and three of the West Building that houses our Agriculture and Technology Programs.

**NOW THEREFORE BE IT RESOLVED**, the Lake Land College Board of Trustees of Community College District No. 517 expresses its collective gratitude to retiring Illinois State Senator Dale Righter for his outstanding support of Lake Land's mission during his 24 years of state legislative service.

**ADOPTED** this 11<sup>th</sup> day of January, 2021 by the following vote:

AYES:

NAYS:

ABSENT:

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

By: \_\_\_\_\_

Chair

Attest: \_\_\_\_\_  
Secretary



# MEMO

TO: Josh Bullock, President

FROM: Jon Althaus, Vice President for Academic Services

CC:

DATE: January 4, 2021

RE: Intergovernmental Agreement for Effingham Regional Career Academy

---

Attached is a proposed Intergovernmental Agreement between Lake Land College and Member Districts of the Effingham Regional Career Academy (ERCA). This agreement outlines instructional and operational services for the ERCA and its participants. The ERCA will provide vocational-technical training and career pathways for high school students in 14 Member Districts. The initial Member Districts in the ERCA shall be extended to:

Altamont HS	District 10	Neoga HS	District 3
Beecher City HS	District 20	Cumberland HS	District 77
Dieterich HS	District 30	Louisville North Clay HS	District 25
Effingham HS	District 40	Jasper County HS	District 1
Teutopolis HS	District 50	Cowden-Herrick HS	District 3A
St. Anthony HS	District	Brownstown HS	District 201
Stewardson-Strasburg HS	District 5A	St. Elmo HS	District 20

This agreement offers exciting programmatic and educational opportunities for its partners. I respectfully request that the Board of Trustees approve this agreement at its January 11, 2021 meeting.

**INTERGOVERNMENTAL AGREEMENT  
EFFINGHAM REGIONAL CAREER ACADEMY**

This Agreement is made and entered into by and between the boards of education of the member school districts (“Member Districts”), as defined in Section 1-4, below, and the Board of Trustees of Lake Land College (“College”) (together, the “Parties”) in the exercise of their intergovernmental cooperation powers under the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act and their respective powers under the Illinois School Code and the Illinois Public Community College Act.

**WHEREAS**, the Parties mutually desire to create the Effingham Regional Career Academy (“ERCA”), as set forth in this Agreement, for students at the Member Districts to take career and technical education courses in a program that is administered by the College and to allow the students to earn high school and college credit simultaneously; and

**WHEREAS**, the Parties seek to enter into this Agreement to further prepare and invest in students for career and college through partnerships that build opportunities in the Effingham region; and

**WHEREAS**, the Parties are authorized to enter into intergovernmental agreements for cooperative projects and use agreements in any manner not prohibited by law or by ordinance, pursuant to Article VII, § 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the School Code (105 ILCS 5/1-1 *et seq.*), and the Public Community College Act (110 ILCS 805/1-1 *et seq.*); and

**NOW, THEREFORE, IT IS AGREED** between the Parties, in consideration of their mutual promises and undertakings set forth herein and for other good valuable consideration, as follows:

**ARTICLE I - GENERAL**

Section 1. Recitals

1-1-1           The recitals set forth above are hereby adopted as though fully set forth herein.

Section 2. Name

1-2-1           The name of this Joint Agreement shall be the Effingham Regional Career Academy Intergovernmental Agreement.

## Section 3. Purpose

- 1-3-1 The purpose shall be to operate specialized Career and Technical Education (“CTE”) programs for students who need and can benefit from such technical training, residing within the Member Districts.

## Section 4. Member Districts

- 1-4-1 The initial Member Districts in the ERCA shall be extended to:

Altamont HS	District 10
Beecher City HS	District 20
Dieterich HS	District 30
Effingham HS	District 40
Teutopolis HS	District 50
St. Anthony HS	District
Stewardson-Strasburg HS	District 5A
Neoga HS	District 3
Cumberland HS	District 77
Louisville North Clay HS	District 25
Jasper County HS	District 1
Cowden-Herrick HS	District 3A
Brownstown HS	District 201
St. Elmo HS	District 202

Approval and acceptance of the Intergovernmental Agreement shall begin membership.

- 1-4-2 Membership to districts joining this agreement other than those identified in Section 1-4-1 may be granted by a vote requiring approval of two-thirds (2/3) of the entire ERCA Board of Directors (“Board”, already in existence pursuant to a separate operating document), and by meeting such conditions as established by said Board.
- 1-4-3 Membership shall continue and Member Districts shall be bound, hereby, from year to year unless the Member District withdraws from ERCA as provided in Article VI.
- 1-4-4 All matters of membership shall be determined by a vote requiring approval of two-thirds (2/3) of the entire Board.
- 1-4-5 In the event of withdrawal of any Member District, such Member District shall make payment of outstanding obligations to ERCA.

## **ARTICLE II - ADMINISTRATIVE ENTITY**

- 2-1-1 Eastern Illinois Education for Employment System 340 (“EIEFES”) shall be designated as the administrative entity for the Member Districts. This designation shall be on a permanent basis unless terminated by the ERCA Board.
- 2-1-2 EIEFES shall have the right to terminate its role as administrative entity at the end of any fiscal year provided that notice is given to the Board of Directors by January 1<sup>st</sup> of that fiscal year. Such notice shall cause the Board of Directors to review the operation of the ERCA and to amend this Agreement in order to provide the administration of the ERCA beginning with the next fiscal year.
- 2-1-3 Operation of the ERCA shall be in keeping with the Illinois State Board of Education (“ISBE”) or Illinois Community College Board (“ICCB”) requirements relative to Career and Technical Education as appropriate.

## **ARTICLE III – LAKE LAND COLLEGE’S RIGHTS AND RESPONSIBILITIES**

### Section 1. Vocational/Technical Director

- 3-1-1 The College shall appoint a Vocational/Technical Director for the ERCA program who shall be an employee of the College. The College shall be solely responsible for the Vocational/Technical Director’s salary, benefits, employment taxes, workers compensation and unemployment insurance coverage, and payroll deductions. The College shall also have the sole authority to hire, direct, supervise, and control the Vocational/Technical Director’s employment, in accordance with this Agreement.
- 3-1-2 The Vocational/Technical Director shall exercise administrative leadership and responsibility for operation of the ERCA. In discharging these functions, the Vocational/Technical Director shall assume the following duties:
- a. Keep, or cause to be kept, the records and accounts as directed and required by the ERCA Board and perform such duties as may be delegated.
  - b. Assume a leadership role in the planning, operation and evaluation of the instructional program of the ERCA.
  - c. Supervise the work of and consult with certified staff and classified staff assigned to ERCA (following College policies).
  - d. Actively participate in the selection, retention, promotion, dismissal, and assignment of all personnel assigned to the ERCA (following College

policies). The College will consider all proposed faculty submitted by the Member Districts and shall approve or disapprove of said faculty submissions in accordance with ISBE, ICCB, and the Higher Learning Commission guidance and requirements.

- e. Complete all appropriate internal and external reports and maintain appropriate records thereof
- f. Consult with the Member Districts about any Member District personnel or staff assigned to the ERCA program.
- g. Exercise initial authority in ERCA disciplinary cases. In instances involving students, the Vocational/Technical Director shall make direct referral to the appropriate school official at the Member District where the student attends.
- h. Assist the Member Districts with the reception, classification, promotion, retention and transfer of students in accordance with the College's dual credit policies.
- i. Arrange for the supervision of students before/after classes and whenever students are on the College's property.
- j. Assume a major role in the development of programs and procedures for the ERCA program.
- k. Assume basic responsibility for coordinating ERCA program and operation with the various Member Districts and Administrative Entity.
- l. Assume major leadership in trends, status and legislation in Career and Technical Education as it applies to ERCA
- m. Discharge such other duties as assigned by the College and as recommended by the Member Districts and Administrative Entity.

3-1-3 The Vocational/Technical Director shall attend, when practical, the meetings of the national and state association of Career and Technical Education, visit other school systems, and engage in other similar activities in order to keep fully informed about current trends, practices, and theory in Career and Technical Education. Expenses incurred in such service will be incurred by the College, unless expressly approved by the ERCA Board to be paid from ERCA funds administered by EIEFES as an expense of administration.

3-1-4 Each Member District will have a representative on the ERCA Operations Committee.

## Section 2. Facilities for ERCA Program

- 3-2-1 The Parties may hold ERCA program courses in facilities owned by any party or third-party, as agreed upon by the ERCA Board, or its designee, and the facility owner. If a facility hosting an ERCA program course is owned by a Member District, EIEFES, or the College, the facility owner shall be responsible for the facility, including all scheduling, cleaning, insurance, and safety concerns. Exceptions may be granted with approval by the ERCA Board.
- 3-2-2 The College may construct a new facility near the Kluthe Center for Higher Education and Technology in Effingham, Illinois to hold the vocational and technical programs through the ERCA program. However, the Parties agree that such construction is contingent upon the College obtaining funding from the State of Illinois or other available capital project funds, and that the College has the sole discretion as to whether to construct such new facility. The Parties agree that this Agreement is not contingent upon such new facility, and that the ERCA program can continue at facilities owned by the Member Districts, the College, EIEFES, or third-parties. In the event the College does construct a new facility and uses said facility to hold vocation and technical programs for the ERCA program, the Parties agree that said property and associated equipment shall be solely owned and operated by the College, and the College shall have the right to use such facility and associated equipment for other purposes in addition to the ERCA program. If EIEFES, a Member District, or a third-party provides equipment for the ERCA program at the new facility or any other facility used for the ERCA program, the Parties agree that title and ownership of said equipment shall remain with the entity providing the use of said equipment unless designated otherwise in writing.

## Section 3. College's Right to Terminate

- 3-3-1 The College shall have the right to terminate its participation in the ERCA program at the end of any fiscal year provided that notice is given to the Board of Directors by January 1<sup>st</sup> of that fiscal year. A fiscal year shall begin on July 1 and end on the following June 30. Such notice shall cause the Board of Directors to review the operation of the ERCA and to amend the Agreement as needed in order to provide the administration of the ERCA beginning with the next fiscal year.

## **ARTICLE IV – PROGRAM**

### Section 1. Types of Programs and/or Services

- 4-1-1 The program of instruction is based on the skills, attitudes, and knowledge required to achieve the occupational objective of such instruction, and includes a planned sequence of those essentials of education or experience deemed necessary for the



individual to achieve such objective.

- 4-1-2 The program of instruction is planned and developed in consultation with employers, teachers, administrators and lay advisory people having skills in and substantive knowledge of the occupational field included in the instruction.
- 4-1-3 The program of instruction, through continuous evaluation, will include the most up-to-date knowledge, attitudes, and skills necessary for entry level employment in the local area.
- 4-1-4 Vocational/technical programs will operate during the morning and afternoon for a minimum of two hours each day.
- 4-1-5 Each Member District may determine the level of participation for their respective students in ERCA.
- 4-1-6 Each Member district shall determine the eligibility of its students for ERCA programs with consideration of guidelines developed by ERCA.
- 4-1-7 Each member district will present an annual pre-enrollment report on or before April 1 of each year which provides preliminary levels of participation within the shared ERCA programs for the following school year.
- 4-1-8 To be eligible for participation in an ERCA program, a private or parochial school student must first document a student's legal residence within one of the Member Districts.
- 4-1-9 All programs will combine and coordinate classroom instruction with field, lab, cooperative work, apprenticeship, or other occupational objective, of sufficient time to develop competencies necessary for the student to achieve such an objective, and is supervised, or coordinated by persons qualified under the ISBE or ICCB.
- 4-1-10 The ERCA will also emphasize learning opportunities for adult and non-K-12 students. These classes will cover both for credit and non-credit courses for the adults in the participating communities.

## Section 2. Dual Credit and Staffing

- 4-2-1 The employing entity (the College and Member Districts) will be responsible for the employment of their respective staff members, including the assignment for such staff members for certain ERCA courses. The employing entity shall be responsible for the salary, benefits, employment taxes, workers compensation and unemployment insurance coverage, and payroll deductions for their respective staff members.

- 4-2-2 Any staff members from Member Districts that teach dual credit courses must be approved by the College and must meet all requirements of Section 20 of the Dual Credit Quality Act (110 ILCS 27/20), any applicable ICCB regulations, and the College's Dual Credit Agreement. In the event the College has any concerns, questions, or reservations about a staff member and/or the staff member's qualifications to teach dual credit courses, the College and the Member District shall meet to collaborate to review the qualifications of the Member District staff member.
- 4-2-3 Before sending students to participate in the ERCA program, the Member Districts shall each agree to the terms in the College's Dual Credit Agreement.
- 4-2-4 The College shall have control of the curriculum for the ERCA program to confirm its quality and instructional rigor, and ensure that it complies with any requirements by ICCB, the Higher Learning Commission or any other accrediting agency. The College shall take appropriate steps to ensure that dual credit courses are equivalent to those courses offered at the College in quality and rigor.
- 4-2-5 The College shall have a mechanism to evaluate and document on a regular basis, the performance of students (limited to the course and coursework) who complete dual credit courses, and shall share that data in a meaningful and timely manner with the Member Districts.
- 4-2-6 No later than twelve (12) weeks before the start of each semester, the Parties shall prepare a written document identifying:
- (a) All courses in the ERCA program that will be offered for dual credit;
  - (b) Locations of the courses or whether any courses will be offered through an online platform;
  - (c) Eligibility requirements for Member District students to enroll in the course (must be evidence-based and shall include multiple measures to determine whether the student is prepared for the dual credit coursework);
  - (d) Any limitations for the course offering due to availability of instructors, students, or local board policy; and
  - (e) Any fees and tuition for the courses (in accordance with Section 4-4-5).

### Section 3. Involvement of Other Community and/or State Agencies.

- 4-3-1 It is the philosophy of the ERCA to involve community experts and resources that would produce better programs and learning opportunities for students.
- 4-3-2 The ERCA may make use of contract agreements with public and private agencies for educational programs and services. All contracts will meet requirements established by the Illinois School Code or Illinois Community College Act.

## Section 4. Finance

- 4-4-1 A tentative budget shall be prepared by EIEFES Executive Director and presented to the ERCA Board of Directors in May of each year.
- 4-4-2 A final budget shall be approved by the ERCA Board of Directors by September 30 of each year.
- 4-4-3 Each Member District with participating students shall pay such sums of money on a tuition basis as computed from the operating budget for that fiscal year.
- 4-4-4 Tuition shall be charged based upon enrollments of students enrolled in ERCA programs for the semester, payable upon receipt.
- 4-4-5 When the College's employees act as an instructor for a class, the following provisions shall apply. Tuition charges will be calculated for all instructors, support, and other costs associated with the ERCA. As of the date of this Agreement, and for three years forward, each semester hour of the class (with a College-provided instructor) shall cost \$1,000 in tuition. If a particular class is 10 semester hours the total charge would be \$10,000. Each Member District (with a student participating in that class) would be charged tuition based upon the number of their students in the class. For example, if there are 20 students participating then the per student tuition charge would be \$500 ( $10,000/20=500$ ). Costs to the Member Districts will be based upon enrollment as of May 1<sup>st</sup>. After three years, tuition rates will be subject to agreed-upon periodic increases as deemed necessary by the College.
- 4-4-6 When the Member Districts' employees or any third-party acts as an instructor for a class, the Parties shall agree upon the appropriate tuition for that specific class. Costs to the Member Districts will be based upon enrollment as of May 1<sup>st</sup>.
- 4-4-7 When all accounts have been closed and audited, adjustments will be carried over into the following year's budget.
- 4-4-8 Accounting procedures shall conform to the regulatory provisions prescribed by ISBE.
- 4-4-9 An annual audit shall be conducted in accordance with Section 3-15.1 of the Illinois School Code as amended.
- 4-4-10 Operating expenses shall be defined as all documentable expenditures which have accrued as the result of having administered and operated the ERCA.

## **ARTICLE V - TRANSPORTATION**

### Section 1. Designation of Responsibility

- 5-1-1 Each Member District shall assume the responsibility of transportation of students of that Member District attending courses at ERCA. The ERCA shall not be responsible for any transportation costs to and from a Member District or claims of any nature arising out of transporting students to and from the Member District.

## **ARTICLE VI - PROCEDURES**

- 6-1-1 Grading. For all dual credit courses, the College will report a letter grade and percentage grade to the Member District in alignment with dual credit requirements in force at the time of grade submission.
- 6-1-2 Records. The Member Districts will maintain records and reports in accordance with the policies of the home school district. All such records shall be the property of the home school district but shall be shared with ERCA. The Parties shall comply with the provisions of the Illinois School Student Records Act (105 ILCS 10/1 et. seq.) and the Federal Educational and Privacy Rights Act (20 USCS 1232g et. seq.) which governs the release and disclosure of student records.
- 6-1-3 Final Exams. Students will follow the ERCA/class syllabus for final exams as prepared by the instructor.
- 6-1-4 Attendance. The instructor will contact the Member District when a student is absent. Students' parents should contact the Member District when a student is absent.
- 6-1-5 Availability. ERCA (with input from the College) shall determine the number of available seats in any class offered pursuant to this Agreement and will make those seats available based upon: 1) The Member Districts' request(s), and 2) established waitlist of students.
- 6-1-6 Student Placement. First requests for seats shall be determined by the Member Districts, then EIEFES' Executive Director reviews additional requests and places waitlisted students equitably. The Member Districts may request that the College include additional sections to meet student needs, which will be subject to the College's discretion.

- 6-1-7 Contact Information. The instructor should maintain contact information for the students in the class/program.
- 6-1-8 Discipline. Each student shall be required to follow all rules and policies of ERCA, their respective Member District, and of the owner of the facility where the course is held. Final determination of continued participation in the ERCA will be a joint decision between the Member District of the student, the specific ERCA instructor, and ERCA.
- 6-1-9 Inclement Weather and Emergency Closure Policy. If a facility owner that hosts ERCA courses cancels classes because of inclement weather or other emergency reasons, then the ERCA courses will be cancelled as well. If a Member District cancels classes due to inclement weather or other emergency reasons, its students that attend ERCA programs at other facilities shall be excused from attendance on said days of cancellation.

#### **ARTICLE VII - PROCEDURES FOR WITHDRAWAL OF A SCHOOL DISTRICT FROM A JOINT AGREEMENT**

- 7-1-1 Member Districts may withdraw from participation in this Intergovernmental Agreement, provided they give written notice twelve (12) months preceding the beginning of the fiscal year (July 1) in which they plan to withdraw. Notification shall be provided to each Member District.
- 7-1-2 If a Member District gives written notice of withdrawal that Member District must continue participation and financial obligation until withdrawal is effective.

#### **ARTICLE VIII - PROVISIONS FOR AMENDMENTS**

- 8-1-1 This Agreement may not be altered or changed at any time without approval from the College's Board of Trustees and two-thirds (2/3) of the Member Districts' Boards of Education. The public bodies shall not take any proposed changes to their respective boards unless said changes have been recommended by a two-thirds (2/3) vote of the ERCA Board.

## ARTICLE IX – MISCELLANEOUS PROVISIONS

- 9-1-1 Indemnification. The Parties will indemnify, defend, and hold harmless the ERCA, each individual party, their respective board members, administrators, officers, agents and employees from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees), attributed to any act or omission of the indemnifying party (including its officers, agents, employees, and students) relating to, arising out of, or in connection with this Agreement, the educational services provided hereunder, or damage to property or equipment provided as part of the educational services. This Section will survive the expiration or other termination of this Agreement.
- 9-1-2 Good Faith and Dispute Resolution. The Parties agree to use their best, good faith efforts to promote mutually beneficial shared use of the facilities to facilitate this Agreement and the ERCA program. In the event of a dispute arising under this Agreement which cannot be resolved informally by the College's Vocational/Technical Director, EIEFES Executive Director, or the Member Districts, the Parties agree to first engage in mediation to resolve the conflict.
- 9-1-3 Severability. If for any reason any provision of this Agreement is determined by a court of law to be invalid or unenforceable, that provision shall be deemed severed and the balance of the Agreement shall otherwise remain in full force and effect.
- 9-1-4 Waiver. The failure of a Party to this Agreement to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.
- 9-1-5 Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.
- 9-1-6 Signature in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute on and the same instrument.

**WHEREFORE**, the Parties by their respective officers have executed this Agreement on the dates set forth below.

**[SIGNATURES ON NEXT PAGE]**

**Altamont HS District 10**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**Beecher City HS District 20**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**Dieterich HS District 30**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**Effingham HS District 40**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**Teutopolis HS      District 50**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**St. Anthony HS District 5**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**Stewardson-Strasburg HS District 5A**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**Neoga HS District 3**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date



**Cumberland HS District 77**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**Louisville North Clay HS District 25**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

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Date

**Jasper County HS District 1**

\_\_\_\_\_  
Board President

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Date

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Board Secretary

\_\_\_\_\_  
Date

**Cowden-Herrick HS District 3A**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

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Date

**Brownstown HS District 201**

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Board President

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Date

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Board Secretary

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Date

**St. Elmo HS District 202**

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Board President

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Date

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Board Secretary

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Date

**Lake Land College**

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Board Chair

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Date

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Board Secretary

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Date



# MEMO

TO: Dr. Josh Bullock, President

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

DATE: January 4, 2021

RE: November 2020 Financial Statement Summary

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

#### *Areas of Concern:*

- We are comfortable that we do not have any significant budgetary areas of concern through November 2020 of FY2021. We will continue to closely monitor the COVID-19 Pandemic situation along with Illinois State Budget Issues 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 November 2020 revenue was \$5,529,205 resulting in an unfavorable variance of \$1,008,045 compared to the budgeted level. The monthly variance is unfavorable primarily due to not receiving an ICCB Credit Hour Grant payment or ICCB Equalization Grant Payment along with a \$367,381 unfavorable variance in fees. Year to date, total revenue is unfavorable to budget by \$785,037 in aggregate mainly resulting from a \$605,067 unfavorable variance in ICCB Credit Hour Grant revenue, a \$350,723 unfavorable variance in fees revenue and a \$224,615 unfavorable variance in local source revenue mitigated by a \$411,079 favorable variance in tuition revenue.
- *Expenditures* – Total November 2020 expenditures were \$3,148,033 resulting in an overall unfavorable variance of \$862,372. Year to date, expenditures remain favorable overall by \$1,927,685 attributable from favorable variance in nearly all budgetary line items.

*Revenue Variances:*

- *Local Sources* – A monthly favorable variance exists of \$376,450 while the year to date variance is unfavorable to the amount of \$224,615. The variances should normalize by the end of the calendar year when all county real estate tax installments are received.
- *ICCB Credit Hour Grant* – We did not receive any payments in November 2020 resulting in an unfavorable monthly variance of \$375,980. Year to date, this area is favorable by \$163,291. The variances are timing related as we typically receive a larger payment in the 1<sup>st</sup> month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year-end.
- *ICCB Equalization Grant* – We did not receive an equalization payment in November 2020 resulting in an unfavorable monthly variance of \$541,824. The ICCB Equalization Grant revenue is unfavorable \$605,067 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* – November 2020 had an unfavorable variance for tuition of \$71,930 and fees in the amount of \$367,381. Year to date, there is a favorable variance for tuition of \$411,079 and an unfavorable variance for fees of \$350,723. The variance in tuition revenue is attributable to enrollment exceeded budgeted enrollment levels. The fees revenue variances to budget are unfavorable MTD and YTD due to the cancelling of the IDOT and other classes due to COVID-19.
- *Other State Sources* – Other State Sources revenue is unfavorable \$5,544 month to date and an unfavorable year to date variance of \$26,971.
- *Other Revenue* – Other revenue is unfavorable by \$21,836 month to date and unfavorable by \$185,858 year to date. The year to date variances are unfavorable due to reduced CBI and CDL offerings during the summer due to the COVID-19 pandemic.
- *Gifts in Kind* – Gifts in Kind revenue is favorable by \$33,828 year to date.

*Expenditure Variances:*

- *Salary & Wages (overall)* – Overall, the salary and wage lines had an unfavorable variance in November 2020 of \$697,193. Year to date the salary and wage area remains favorable by \$1,296,778. 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 November 2020 in the amount of \$164,408. Year to date this area is unfavorable by \$24,574.
- *Instructional* – The Instructional expenditures had an unfavorable variance in November 2020 of \$509,713 and is favorable \$1,005,229 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 November 2020 of \$28,567. Year to date, the Academic Support expenditures are favorable by \$130,815.
- *Student Services* – The Student Services expenditures had an unfavorable variance in November 2020 of \$71,012. Year to date, the Student Service expenditures are favorable by \$55,164.
- *Public Service/Continuing Education* – The Public Service/Continuing Education had a favorable November 2020 variance of \$5,729. Year to date, this area is favorable by \$98,679.
- *Operations & Maintenance* – The Operations and Maintenance expenditures had an unfavorable overall November 2020 variance of \$117,057. Year to date, this area is favorable by \$46,552.
- *Institutional Support* – The Institutional Support expenditures had an unfavorable November 2020 variance of \$189,385. Year to date, the Institutional Support expenditures are favorable to budget by \$942,626 with the most significant favorable budget line items of \$418,038 in salary and wages and \$263,398 in general material and supplies.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area had an unfavorable variance for November 2020 of \$9,504. Year to date, this area is unfavorable by \$351,379. 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.



<b>Current Month</b>	<b>Current Month Budget</b>	<b>Variance</b>		<b>Current YTD Actual</b>	<b>Current YTD Budget</b>	<b>Current YTD Budget Variance</b>
2,227,713.71	1,530,520.36	(697,193.35)	Salary and Wages	7,209,170.09	8,505,948.44	1,296,778.35
485,416.07	321,008.45	(164,407.62)	Employee Benefits	1,637,854.35	1,613,280.28	(24,574.07)
81,483.82	109,715.40	28,231.58	Contractual Services	508,774.36	562,966.39	54,192.03
122,714.34	175,569.73	52,855.39	General Materials and Supplies	734,134.50	1,298,672.72	564,538.22
3,311.94	24,790.46	21,478.52	Travel and Meeting Expenses	7,886.18	128,214.41	120,328.23
30,282.28	24,897.51	(5,384.77)	Fixed Charges	350,059.19	347,283.55	(2,775.64)
133,656.59	92,031.74	(41,624.85)	Utilities	463,020.02	509,466.75	46,446.73
-	277.50	277.50	Capital Outlay	5,035.89	61,123.14	56,087.25
44,514.64	3,100.00	(41,414.64)	Contingency Funds	252,571.83	270,922.92	18,351.09
1,750.00	3,750.00	2,000.00	Other Expenditures	(3,421.00)	6,000.00	9,421.00
3,130,843.39	2,285,661.15	(845,182.24)	Total	11,165,085.41	13,303,878.60	2,138,793.19

**Lake Land College**  
*FY2021 Salary, Wage & Benefits Detail*

<b>Salary &amp; Wages</b>	<b>Year to Date</b>			<b>FY2020 Budgeted</b>	<b>FY20 Projections</b>		
	<b>Actual</b>	<b>Budgeted</b>	<b>Variance</b>		<b>Projected Actual</b>	<b>Budgeted</b>	<b>Variance</b>
Salary and Wages - Instructional	\$4,714,908	\$5,499,165	\$784,257	\$11,688,485		\$11,688,485	\$11,688,485
Salary and Wages - Acad. Support	\$263,033	\$279,551	\$16,518	\$435,063		\$435,063	\$435,063
Salary and Wages - Stud. Svcs	\$723,077	\$729,809	\$6,732	\$1,673,994		\$1,673,994	\$1,673,994
Salary and Wages - Public Svc.	\$126,165	\$177,280	\$51,114	\$446,255		\$446,255	\$446,255
Salary and Wages - Maintenance	\$369,847	\$389,967	\$20,119	\$981,641		\$981,641	\$981,641
Salary and Wages - Inst. Support	\$1,012,140	\$1,430,177	\$418,038	\$3,503,366		\$3,503,366	\$3,503,366
<b>Total Salary and Wages</b>	<b>\$7,209,170</b>	<b>\$8,505,948</b>	<b>\$1,296,778</b>	<b>\$18,728,804</b>	<b>\$0</b>	<b>\$18,728,804</b>	<b>\$18,728,804</b>

<b>Employee Benefits</b>	<b>Year to Date</b>			<b>FY2020 Budgeted</b>	<b>FY20 Projections</b>		
	<b>Actual</b>	<b>Budgeted</b>	<b>Variance</b>		<b>Projected Actual</b>	<b>Budgeted</b>	<b>Variance</b>
Employee Benefits - Instructional	\$862,633	\$865,418	\$2,785	\$2,199,206		\$2,199,206	\$2,199,206
Employee Benefits - Acad. Support	\$57,247	\$63,312	\$6,065	\$85,203		\$85,203	\$85,203
Employee Benefits - Stud. Svcs	\$186,109	\$163,672	(\$22,437)	\$402,597		\$402,597	\$402,597
Employee Benefits - Public Svc.	\$22,418	\$23,510	\$1,092	\$57,828		\$57,828	\$57,828
Employee Benefits - Maintenance	\$131,608	\$135,724	\$4,116	\$333,390		\$333,390	\$333,390
Employee Benefits - Inst. Support	\$377,840	\$361,645	(\$16,195)	\$1,315,695		\$1,315,695	\$1,315,695
<b>Total Employee Benefits</b>	<b>\$1,637,854</b>	<b>\$1,613,280</b>	<b>(\$24,574)</b>	<b>\$4,393,919</b>	<b>\$0</b>	<b>\$4,393,919</b>	<b>\$4,393,919</b>





# MEMO

TO: Dr. Josh Bullock, President

FROM: Valerie Lynch, Interim Vice President for Student Services

DATE: January 6, 2021

RE: Parchment Agreement

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In 2009, Lake Land College began contracting with Scrip Safe to send student transcripts electronically in addition to sending them through traditional College managed processes of providing printed transcripts for mailing or office pick-up. Since that time, electronic transcript sharing has quickly become a preferred method of transcript exchange for many students and colleges as it allows for fast, efficient transcript production in a secure environment and delivery with verification of receipt. Over the past five years, Lake Land College has produced approximately 12,000 transcripts annually with approximately 4,500 of those sent electronically.

The College has continued a successful working relationship with Scrip Safe through their merger with Credential Solutions in 2014 and with Parchment in early 2020. Parchment, headquartered in Arizona, with offices across the country and Canada, is now regarded as the most widely adopted digital credential service for sending and receiving digital and print transcripts and diplomas for higher education institutions. Parchment supports integration with Colleague by Ellucian, allowing for automation of information sharing through a secure server in compliance with the Family Educational Rights and Privacy Act (FERPA). The Illinois Student Assistance Commission (ISAC) has maintained a partnership with Parchment which allows Illinois high schools to send student electronic transcripts to any participating college worldwide at no charge.

Following the 2020 merger, Parchment contacted the College to share projected price increases and provide an opportunity to establish a longer term, guaranteed pricing agreement. As noted in the proposed Agreement attached, charges from Parchment are based on a per transaction fee. The five-year Agreement with Parchment will provide for no increase in costs for the first year (\$0.55 per request) with graduated increases over the life of the agreement. Establishing a future pricing structure will also benefit the College in annual budgeting. College costs for transcript production are supported through the per credit hour Service fee charged to students. Students are not charged an additional fee when requesting a transcript.

In our continued partnership with Parchment, students will be able to submit a transcript request online through a Parchment supported site, indicating their choice of sending a transcript electronically or by mail. All electronic transcripts will be sent by Parchment. The College will continue to mail those transcripts requested to be mailed and provide the option for students to pick-up a transcript in person. As noted in the Agreement, the College would have the option to add Parchment's mailing service, if desired, at any time at an additional cost.

Based on the College's past experiences with the company first known as Scrip Safe, then Credential Solutions and finally Parchment, along with additional electronic services that Parchment offers that may be of interest to the College in the future, Jon Van Dyke, Dean of Admission Services, has requested approval for a five-year Agreement with Parchment effective January 11, 2021 through December 31, 2025, at the following rate of fee per transaction: Year 1: \$0.55; Year 2: \$0.70; Year 3: \$0.85; Year 4: \$1.00; Year 5: \$1.15

I am pleased to support Jon's request and recommend approval of the attached Agreement. With your approval, I would like to present the contract for approval at the January 11 meeting of the Board of Trustees. I am happy to provide additional information and answer questions as needed. Thank you.



ORDER FORM - PARCHMENT CREDENTIAL SERVICES

<b>Member:</b> Lake Land College (IL)	
Effective Date (if left blank, effective date is date signed by Member below):	Initial Order Term: 60 months
Member Contact Name: Jon Van Dyke Member Address: 5001 Lake Land Blvd Mattoon, IL 61938-9366 Primary Contact Phone: 217.234.5378 Primary Contact Email: jvandyke@lakelandcollege.edu	
<b><u>PARCHMENT SERVICES:</u></b>	
Parchment Send	<u>Credential Types Configured:</u> <input type="checkbox"/> Transcripts <input type="checkbox"/> Academic Certificates <input type="checkbox"/> Diplomas <input type="checkbox"/> Verifications

Member hereby orders and subscribes to the Parchment Services identified above on this Order Form, which is governed by and incorporates by reference, the Services Description and Fees Schedule attached hereto as Exhibit A, the Parchment Terms and Conditions attached hereto as Exhibit B, and the Service Level Agreement, attached hereto as Exhibit C (collectively, the "Agreement"), effective as of the Effective Date above. Capitalized terms will have the meaning given to them in the Terms and Conditions.

This Agreement shall supersede and control over any prior agreements between member or any of its participating institutions (if applicable) related to the Services. The parties further expressly agree and acknowledge that any agreements or contracts between either Member or one of its participating institutions and Credentials Solutions, LLC, a wholly owned subsidiary of Parchment, will be cancelled by mutual agreement of the parties thereto, effective as of the Effective Date, and are hereby replaced and superseded by this Agreement and are of no further force or effect.

The Initial Order Term of this Agreement will commence on the Effective Date and continue for the period of time set forth as the Initial Order Term above, at which point it will automatically renew for successive one (1) year terms unless either Party provides notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term.



Parchment LLC	Lake Land College (IL)
Name: Robert J. Colletti, Vice President & CFO	Name: _____
Signature: _____	Signature: _____
Date: _____	Title: _____
	Date: _____



**EXHIBIT A**  
**SERVICES DESCRIPTION AND FEE SCHEDULE**

**PARCHMENT SEND**

Parchment and Member have entered into this Services Description and Fees Schedule as of the Effective Date and agree that the Parchment Services shall be provided in accordance with the following fees and provisions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms and Conditions.

**1. FEES AND PAYMENT.** The fees for the Parchment Send Services shall be paid as described below. **All fees are non-refundable.**

***“Learner Pay” Per Transaction:*** ~~The Credential Owner~~ Lake Land College will pay a per Credential Request fee during the Initial Order Term as follows:

\$0.55 - year 1  
 \$0.70 - year 2  
 \$0.85 - year 3  
 \$1.00 - year 4  
 \$1.15 - year 5

The per Credential Request fee includes the electronic delivery and fulfillment of the Credential, as well as request for mailed transcripts.

Third-Party Ordering. Third party Credential Requestors (as defined in the Terms & Conditions) may Request Credentials under this Agreement and will pay a per Request fee at Parchment’s then-current prevailing list rates.

Credential Types. Parchment will configure the credential types selected on the Order Form for ordering and fulfillment during the initial implementation. (Additional supported credential types can be added at a future date if desired).

**2. PRINT SERVICES.** Parchment offers print and paper delivery services for additional fees in excess of the Credential Request fee. If selected by Member on the Order Form, or separately agreed upon in writing, for implementation of Parchment’s print and mail services, the print and paper delivery fees are paid by the Credential Owner (e.g. student) at the time of the Request and shall be at Parchment’s prevailing rates, which are currently:

**\$2.50** for U.S. domestic paper delivery (including first class postage)

**\$5.00** for international paper delivery (including first class postage)

Lake Land College will be handling the mailing of transcripts. Parchment will be taking request for mailed transcripts allowing Lake Land to utilize their current mailing procedures. At any time during this 5 year agreement, Lake Land College may choose to switch all mailing services to Parchment if the college so chooses.

**4. SURCHARGE.** Member can add a surcharge to each Credential Request as a method of cost recovery for some or all of Member’s fees, or an auxiliary revenue source. Due to the processing fees assessed by Parchment’s credit card processing vendor, there will be a 5% processing fee on all credit card (including debit) charges in excess of the Credential Request fee. Parchment will remit to Member any surcharges (less any processing fees on a monthly basis, no later than 45 days following the end of each calendar month.

**5. DESCRIPTION OF PARCHMENT SEND.** The Parchment Services ordered and described herein as Parchment Send shall enable Credential Owners to order and request delivery of Credentials from the Credential Issuer to Credential Recipients. Subject to Member’s compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send Credentials to Credential Recipients. Member hereby designates Parchment as Member’s authorized provider in sending official copies of Credentials, on paper or electronically, to Credential Recipients, agrees to provide such Credentials as Parchment reasonably requests, and to confirm Parchment’s authority to respective Credential Recipients.

The Parchment Services shall be provided with the following features/functionality:



**Parchment Proprietary and Confidential Information**

- 5.1 Configure an institution-specific ordering site to allow requests from alumni or current students for paper or electronic transcripts, using the activation toolset provided by Parchment.
- 5.2 Provide secure certified PDF transcripts with Adobe® Blue Ribbon certificate.
- 5.3 Securely deliver electronic Credentials to any third-party recipient.
- 5.4 Provide a portal for registrar's office to view all Credential requests, run real-time analytics, and process walk-up orders.
- 5.5 Provide requestors the ability to upload any supporting documentation to be delivered with the Credential.
- 5.6 Consent for order will be provided online.

**Parchment Proprietary and Confidential Information**



**EXHIBIT B**  
**TERMS & CONDITIONS**

Parchment LLC (“**Parchment**”) and Member hereby agree to be bound by these Terms and Conditions as of the Effective Date, as attached and incorporated into the Order Form for the Parchment Services. The communications between Member set forth on the applicable Order Form, and Parchment (“**Parchment**”) relating to the Parchment Services may include electronic means. Each of Member and Parchment may be referred to as a “**Party**” and collectively as the “**Parties**”.

**1 DEFINITIONS.**

**1.1 “Agreement”** has the meaning set forth on the Order Form.

**1.2 “Authorized User”** means any Member employee or contractor or such other individual as may be authorized by virtue of such individual’s relationship to, or permissions from, Member, to access the Parchment Services pursuant to Member’s rights under this Agreement. Credential Owners will not be considered Authorized Users except as otherwise set forth herein.

**1.3 “Awards”** means to digitally issue and award a diploma, certificate, or other credential via the Parchment Services, if Parchment Award is selected by Member.

**1.4 “Confidential Information”** means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement, including, by way of example, research, strategies, inventions, processes, formulas, technologies, designs, drawings, finances, or other non-public information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the Services, the Analytics, Transactional Data, De-Identified Data, and any databases of Parchment (including any data models and data contained therein that is not Member-specific) are Confidential Information of Parchment.

**1.5 “Credential”** means a licensed transcript, diploma, certificate, or other academic credential of a Credential Owner.

**1.6 “Credential Issuer”** means the institution that issues, certifies, Awards, and/or maintains the Credential of a Credential Owner.

**1.7 “Credential Owner”** means an individual who has registered for the Parchment Services and uses the Parchment Site for the management of his or her Credential. Credential Owners may be provided access to the Parchment Services by their Credential Issuer.

**1.8 “Credential Recipient”** means an institution or an individual that receives (or is awarded) a Credential through the Parchment Services (for example, a college or employer or Credential Owner).

**1.9 “Credential Requestor”** means an authorized third party individual or institution that uses the Parchment Services to request electronic delivery and fulfillment of a Credential.

**1.10 “De-Identified Data”** means data for which the personally identifying information (e.g. name, email address, postal address) has been removed, and may include aggregated data, or statistics.

**1.11 “Documentation”** means Parchment’s standard user manuals and/or related documentation generally made available to members of the Parchment Services purchased.

**1.12 “Effective Date”** has the meaning set forth on the Order Form.

**1.13 “Intellectual Property Rights”** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights and trade dress; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

**1.14 “Member Data”** means the data, information and content provided by Member and/or Authorized Users through the Parchment Services, including Credentials, but excluding De-Identified Data and Transactional Data.

**1.15 “Order Form”** means Parchment’s standard Parchment Services order form, executed by both Parties, which incorporates by reference the Services Description and Fees Schedule (attached to the Order Form as Exhibit A), these Terms and Conditions (attached to the Order Form as Exhibit B), and the Service Level Agreement (attached to the Order Form as Exhibit C).

**1.16 “Parchment Services”** means Parchment’s digital credential services, as identified in a mutually executed Order Form or amendment to this Agreement, which enable Credential Owners and/or Authorized Users to access certain features and functions of Parchment’s credential exchange and analytics platform as identified on the Order Form and described on Exhibit A to such Order Form. References to any Parchment Services include the Documentation. The Parchment Services may include Parchment Receive Premium, Receive Connector, and Parchment Analyze, as selected on the Order Form.

**1.17 “Parchment Site”** means any of the websites located at <http://parchment.com> and any other URLs owned or operated by Parchment and designated by Parchment for use by Credential Owners as part of the Parchment Services.

**1.18 “Professional Services”** means any implementation, set-up, integration, training, custom development or other professional services provided to Member by Parchment.

**1.19 “Request”** (whether or not such term is capitalized) means to digitally request the issuance and transmission of one Credential electronically to one Credential Recipient.

**1.20 “Services”** means the Parchment Services combined with the Professional Services.

**1.21 “Terms and Conditions”** means all the provisions, terms and conditions set forth in these Terms and Conditions and incorporated into each Order Form.

**1.22 “Term”** shall have the meaning set forth in Section 11.1.



**1.23 “Transactional Data”** means any non-personally identifiable data or information generated from Authorized Users’ or Credential Owners’ use of the Parchment Services, which may include, without limitation, the number of Credential Owners applying or requesting their Credentials be sent to a particular Credential Recipient, information provided to Parchment during registration, such as login details and test scores, and order history.

## **2 PARCHMENT SERVICES; ORDERS AND USE.**

**2.1 Orders and Provision of Access.** Subject to this Agreement, Parchment grants to Member a non-exclusive, non-transferable right to permit Authorized Users to access the features and functions of the applicable Parchment Services ordered pursuant to an Order Form, subject to any restrictions set forth therein, solely for admissions and enrollment purposes and no other purpose. As soon as reasonably practicable after the Effective Date, Parchment will provide to Member the necessary access protocols to allow Member and its Authorized Users to access the Parchment Services.

**2.2 Multiple Institutions.** Subject to payment of applicable fees and as indicated on the Order Form, Member can make the Parchment Services available to any of its participating institutions, divisions, or locations, if applicable. Each such participating institution may be referred to herein as an **“Institution”** and any reference to Member will include such institutions, divisions, or locations and Member will be responsible for the acts and omissions of its Institutions and any act or omission by an Institution which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

### **2.3 Usage Restrictions.**

**2.3.1** Member and its Authorized Users will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Parchment Services are compiled or interpreted, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such code; (b) create any derivative product from any of the Parchment Services; or (c) allow third parties other than Authorized Users to gain access to the Parchment Services, with the understanding that Member will not be in breach of the foregoing restriction by using the Parchment Services to authorize, enable and permit Credential Owners who attend one of its Institution(s) to access the Parchment Services.

**2.3.2** Member will use the Parchment Services only as contemplated by this Agreement and will not, nor will Member authorize any Authorized User, Credential Owner or other third party to, use the Parchment Services to: (a) send any form of duplicative and unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) transmit through or post on the Parchment Services any unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Parchment Services or the data contained therein; or (f) attempt to gain unauthorized access to the Parchment Services, computer systems or networks related to the Parchment Services.

**2.4 Conditions on Use by Authorized Users and Credential Owners.** Parchment may condition Credential Owners’ or Authorized Users’ (if using the Parchment Services on their own behalf and not on behalf of the Member) use of the Parchment Services, including the Parchment Site, on their acceptance of and compliance with the Parchment’s then-current terms of service, including the payment of any applicable fees. Any Credential Owner affiliated with the Member or an Institution may access the Parchment Site, subject to this [Section 2.4](#).

**2.5 Preferred Method for Electronic Fulfillment.** Parchment will be Member’s preferred and primary method to electronically deliver and/or Award Credentials to Credential Owners or Credential Recipients, as applicable.

## **3 MEMBER RIGHTS AND OBLIGATIONS.**

### **3.1 Authorized User Access to Service; Usernames.**

Member may permit Authorized Users to access and use the features and functions of the Parchment Services in accordance with this Agreement. Member will: (a) provide to Parchment information and other assistance as necessary to enable Parchment to establish usernames to be used by Authorized Users; (b) be responsible for maintaining the confidentiality of all Authorized Users’ usernames and passwords; (c) be solely responsible for all activities that occur under these usernames; (d) not to allow a third party to use its account, usernames or passwords at any time; and (e) notify Parchment promptly of any actual or suspected security breach. Parchment reserves the right to terminate any username and password that Parchment reasonably determines may be suspect. As between Member and Parchment, Member will be responsible for all acts and omissions of Authorized Users, and any act or omission by such Authorized Users which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

**3.2 Member Obligations.** Member is solely responsible for (a) the accuracy of any Member-provided means of authenticating Credential Owners using the Parchment Services; (b) the options it selects as part of the Parchment Services; (c) completeness, accuracy, and timely delivery of all Credentials to Parchment; (d) compliance with the Member’s regulations related to the transmission, issuance, and Award of Credentials, including the accuracy, completeness, of the Credentials; (e) operation of Member’s computer and communication systems; and (f) results of Member’s use of the Parchment Services. Additionally, Member will (i) inform Credential Owners and Authorized Users about the use and benefits of the Parchment Services,

(ii) schedule appropriate staff training on how to use the Parchment Services, (iii) place Parchment name and logo and provided descriptive text and hyperlink promoting the Parchment Services on Member’s website; (iv) provide any required or requested data (e.g., roster of Credential Owners, bulk uploads, course catalog data) necessary for the full functioning of the Parchment Services; (v) monitor and promptly respond to any requests for Credentials; and (vi) periodically update Credentials for use in the Parchment Services.

### **3.3 Requirement to Provide Member Data to Parchment.**

Certain Member Data may be required for the proper operation of the Parchment Services. Member will make available in a timely manner at no charge to Parchment all Member Data required by Parchment for the performance of its obligations under this Agreement (if any). Member will be



responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all





maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Parchment Services. Member acknowledges and agrees that it is the legal custodian of the Credentials and that Parchment will send or Award the Credential as provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member Data or Credential provided to Parchment.

**3.4 Legal and Regulatory Compliance.** Member agrees to comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations in its acts and omissions relating to this Agreement, including without limitation the Family Education Rights and Privacy Act and the Protection of Pupil Rights Act. Member acknowledges that it has selected to accept electronic signature via the Parchment Services as a valid method of consent to disclose Credentials pursuant to FERPA.

#### 4 PARCHMENT RIGHTS AND OBLIGATIONS.

**4.1 Technical Assistance.** Parchment provides certain limited support services as part of the Parchment Services. Member can designate up to two (2) Authorized Users to receive technical assistance from Parchment ("**Eligible Support Recipients**"). Such designees may be changed at any time by written notice to Parchment. Parchment will also use reasonable efforts to provide support to Credential Owners in accordance with Parchment's then-current support policies. Except as set forth above, Member will be solely responsible for the support of all Authorized User and Credential Owners accessing the Parchment Services. Subject to this Agreement including the payment of the applicable fees, Parchment will provide technical assistance to Member during Parchment's ordinary and customary business hours in accordance with its standard policies and procedures, with the understanding that such policies do not provide for any on-site support. To the extent the Parties agree that Parchment will provide on-site technical assistance, Member will be obligated to pay a fee to Parchment, in an amount determined by Parchment's then-standard hourly rates for such support, and Member will further reimburse Parchment for expenses related to travel and/or living expenses incurred by Parchment personnel in the provision of such on-site support.

**4.2 Training.** Parchment may, in its sole discretion, offer access to web-based classes and self-directed online training modules on the use of the Parchment Services. Member may request for Parchment to provide training services related to Member's use of the Parchment Services. Until the Member has ordered training services pursuant to a statement of work or separate agreement, Parchment will have no obligation to provide training services to Member other than as indicated above.

**4.3 Communication with Users.** As part of the provision of the Parchment Services under this Agreement, Member agrees that Parchment may communicate with Authorized Users and Credential Owners from time-to-time as may be necessary for the provision of the Parchment Services, in Parchment's reasonable discretion. Upon a Credential Owner registering on the Parchment Site, Parchment may communicate with such Credential Owner to the extent permitted under such relationship.

**4.4 Continuous Development.** The Parties acknowledge and agree that Parchment may continually develop, deliver and provide to Member ongoing innovation to the Parchment

Services in the form of new features, functionality, capabilities and services. Accordingly, Parchment reserves the right to modify the Parchment Services from time to time. Some modifications will be provided to Member at no additional charge. In the event that Parchment adds additional functionality to the Parchment Services, Parchment may condition the implementation of such modifications on Member's payment of additional fees, and Member will not be entitled to such new functionality unless Member pays such fees, provided that Member may continue to use the version of the Parchment Services that Parchment makes generally available (without such features) without paying additional fees. If any modification materially and adversely affects the functionality of the Parchment Services, Member may provide written notice to Parchment within thirty (30) days of such change and, if Parchment is unable to provide substantially the same functionality to Member in the Parchment Services within thirty (30) days of Parchment receiving such notice, Member may terminate the applicable Order Form as its sole and exclusive remedy for such modification.

**4.5 Parchment Obligations; Legal and Regulatory Compliance.** Parchment will: (a) provide the Services in material accordance with the Order Form, Documentation and Exhibit A; (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Parchment Services and Member Data; provided, however, that Parchment will have no obligation to backup or maintain the security of Credentials and other data and materials that are within the control of Member or any other Authorized User or Credential Owner; and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act.

#### 5 PROPRIETARY RIGHTS.

**5.1 Member Data.** As between Parchment and Member, Member owns all right, title, and interest in and to the underlying Member Data. Subject to the terms of this Section 5, Parchment agrees to hold confidential (in accordance with state laws, federal laws and specifically as provided for under FERPA) all Member Data it receives, and will not read the contents of any such Credentials in the Parchment Services, except as necessary to process the transaction through the Parchment Services or store the data as part of Services or in the ordinary course of its business. The parties agree and understand that Parchment does not verify any Member Data or the contents of any Credentials as complete or accurate, nor does it provide verification of status or any other item. The parties further agree and understand that Parchment shall not modify the Member Data or Credentials provided to it for purposes of processing transactions through the Parchment Services, unless otherwise specified and agreed upon by Member and Parchment. The Parchment Services are limited to the description provided herein and in related Documentation. Notwithstanding the above, once Credentials are lawfully transmitted to a third party, the third party's, and those acting on behalf of the third party's, use of those Credentials is not governed by this Agreement.

**5.2 Transactional Data.** Parchment may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze



Transactional Data. Transactional Data relies solely on data regarding the transaction of registering or transmitting the Credential through the Parchment Services, and does not include any data from the Credential itself. To the extent that any Transactional Data is generated through the Parchment Services and collected by Parchment, such Transactional Data will be solely owned by Parchment and may be used by Parchment for any lawful purpose, provided that the Transactional Data is used only in de-identified form and in a manner that does not permit the identification of any Credential Owner. Parchment agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Transactional Data.

**5.3 De-Identified Data.** Parchment may create De-Identified Data from Member Data. Parchment may create De-Identified Data from any data it collects or receives in connection with the Parchment Services. Parchment may use and disclose such De-Identified Data for any lawful purpose, provided that it is used in such a manner that does not permit the identification of any Credential Owner.

**5.4 Intellectual Property Rights in Parchment Services.** Member acknowledges that Parchment and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof) and all work product, developments, inventions, technology or materials provided under this Agreement. Parchment reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair Parchment's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to Parchment. Member further acknowledges that Parchment retains the right to use the foregoing for any purpose in Parchment's sole discretion.

**5.5 Feedback.** From time to time, Member and its Authorized Users may provide suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Services ("**Feedback**"). Member will have no obligation to provide Feedback. Member hereby grants Parchment, and Parchment will have, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

**5.6 Analytics.** As part of certain Parchment Services, Parchment may provide Member with access to certain analytics and benchmarking data, which may include Transactional Data or De-Identified Data, each as defined above, and derivative works thereof, and other standard and/or customized reports prepared by Parchment for Member (all such reports, analytics, data, content and information, to be referred to as the "**Analytics**"). As between Member and Parchment, Parchment retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein, except for any underlying Member Data therein. To the extent Parchment provides Member with access to any Analytics, Parchment grants Member a limited, non-exclusive, non-transferable license, subject to this Agreement, to use and reproduce the Analytics solely for Member's internal business use and for no other purpose. Member acknowledges that the Analytics are the Confidential Information of Parchment (and thus subject to the obligations in Section 7) and contain valuable trade secrets and other

intellectual property of Parchment and its licensors. Member agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Parchment Services. The foregoing restrictions in this Section 5.6 will not limit how Member can use the Member Data to the extent it is not included in the Analytics.

## 6 FEES AND PAYMENTS.

**6.1 Fees Payable.** All fees are listed and payable in United States dollars. Parchment will submit invoices to Member for fees in accordance with the relevant payment schedules indicated on the applicable Order Form, and each invoiced amount will be due and payable by Member within thirty (30) days of receipt of the relevant invoice. Unless otherwise expressly specified in Exhibit A to this Agreement, after the first twelve (12) months of the Agreement, Parchment may increase the fees payable for Services under this Agreement annually. Parchment will provide at least sixty (60) days advance notice of such fees increase, which will be effective as of the date in such notice.

**6.2 Disputed Charges.** Member must notify Parchment in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Member will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

**6.3 Late Payments; Interest.** Parchment reserves the right to charge, and Member agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

**6.4 Taxes.** Member understands that all amounts payable under this Agreement exclude all applicable sales, use, excise, gross receipts, other taxes fees, duties and charges and all applicable export and import fees, customs duties and similar charges (other than taxes based on Parchment's income) (collectively "**Taxes**"). Member agrees to be responsible for and to remit payment of all such Taxes arising from the payment of any fees hereunder. In the event that any state assesses liability for such Taxes to Parchment, Member agrees that, upon Parchment's request, it will provide Parchment with documentary proof that such Taxes have been paid or it will provide a tax exemption certificate. Any such Taxes imposed on any payments hereunder to Parchment will be Member's sole responsibility and if Member fails to make such tax payments, Member agrees to pay all Taxes assessed to Parchment, along with applicable interest and penalties, within ten (10) days of demand therefor to Parchment.

**7 CONFIDENTIALITY.** During this Agreement, each Party will have access to certain Confidential Information of the other Party. Each Party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its employees, contractors and advisors ("**Representatives**")



on a strict need to know basis and subject to a written duty of confidence, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement and (c) to use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information and by personnel without access to such Confidential Information. Each Party may disclose Confidential Information to the extent required: (1) by securities laws, (2) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.

## 8 WARRANTIES.

**8.1 Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

**8.2 Parchment Warranties.** Parchment represents and warrants that it will provide the Services in a professional and workmanlike manner substantially consistent with general industry standards.

**8.3 FERPA Warranty.** Parchment will comply with the regulations of FERPA which are applicable to Parchment. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, PARCHMENT WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF FERPA RELATED TO MEMBER'S PROCESSES NOT RELATED TO THE SERVICES.

**8.4 Member Warranties.** Member hereby represents and warrants that it owns or otherwise has sufficient rights and all necessary consents to grant Parchment access to and use and display of the Member Data in accordance with this Agreement, and that its collection and provision of such Member Data complies with all applicable laws and does not violate any person's right of privacy or publicity.

**8.5 No Other Warranties.** EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE PARCHMENT SERVICES, PARCHMENT SITE, AND ANY OTHER MATERIALS, DATA AND/OR SERVICES PROVIDED BY PARCHMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND PARCHMENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY PARCHMENT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARCHMENT DOES NOT WARRANT THAT THE PARCHMENT SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET MEMBER'S

REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. MEMBER ACKNOWLEDGES THAT PARCHMENT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF MEMBER ONLY.

**8.6 Delays.** PARCHMENT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PARCHMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## 9 LIMITATION OF LIABILITY.

**9.1 LIMITATIONS OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, OR FOR LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR PARCHMENT'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF PARCHMENT TO MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO PARCHMENT BY OR ON BEHALF OF MEMBER OR PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**9.2 Essential Basis.** The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

**10 Indemnification Obligations of Parchment.** Parchment will defend at its expense any suit brought against Member by a third party, and will pay any settlement Parchment makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party; (b) Parchment's breach of Section 8.3; or (c) Parchment's gross negligence or willful misconduct in handling the Credentials. If any portion of the Parchment Services becomes, or in Parchment's opinion is likely to become, the subject of a claim of infringement, Parchment may, at Parchment's option: (i) procure for Member the right to continue using the Parchment Services; (ii) replace the Parchment Services with non-infringing services which do not



materially reduce the functionality of the Services; (iii) modify the Parchment Services so that it becomes non-infringing; or (iv) terminate the Parchment Services and refund any fees actually paid by Member to Parchment for the remainder of the Term then in effect, and upon such termination, Member will immediately cease all use of the Services. Notwithstanding the foregoing, Parchment will have no obligation under this Section 10 or otherwise with respect to any claim based upon (1) any use of the Services not in accordance with these Terms and Conditions or the Documentation; (2) Parchment's conformance to Member's specifications; (3) any use of the Services in combination with other products, equipment, services or content not supplied by Parchment; (4) any modification of the Services by any person other than Parchment or its authorized agents; or (5) the Member Data. THIS SECTION STATES MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. Parchment's obligations as set forth above are expressly conditioned upon each of the following:

(A) Member promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) Member cooperating with Parchment to facilitate the settlement or defense of any claim or suit.

#### **11 TERM AND TERMINATION.**

**11.1 Term.** This Agreement is effective as of the Effective Date listed on the Order Form. The Term of this Agreement will commence on the Effective Date and will continue for as long as the Initial Order Term indicated on the Order Form and any subsequent renewals is in effect, unless terminated in accordance with this Section 11 (the "**Term**").

**11.2 Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

**11.3 Termination upon Bankruptcy, Insolvency or Lack of Funding.** Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors; or (e) if the Member or the Member's sponsor is a state or federal agency or institution, the funding for this Agreement is not provided to Member or the Member's sponsor by the legislature of the applicable state or federal government.

**11.4 Suspension of Service.** If Member fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Member Data and/or Credentials in the event of a threat to the security of the Parchment Service(s), Parchment will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Services (including access to the Parchment Services and/or Parchment Site) to Member and/or its Credential Owners, without liability to Member until

such amounts are paid in full or such breach is cured (in Parchment's sole discretion), as applicable.

**11.5 Accrued Obligations.** Termination of this Agreement will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 11 will incur no additional liability merely by virtue of such termination.

**11.6 Effect of Termination.** Upon any expiration or termination of this Agreement, Member will immediately discontinue all use of the Parchment Services and pay all amounts due and payable hereunder. Each Party will promptly delete or destroy any Confidential Information of the other Party, including all copies thereof, except that Parchment may retain the Member Data: (a) as required by law; (b) for up to thirty (30) days after the effective date of termination, Parchment will, upon written request, make available to Member a copy of its Member Data in one of Parchment's standard formats. After such period, Parchment may delete Member Data.

**11.7 Survival of Obligations.** The provisions of Sections 2.5, 3.4, 5, 7 through 10, 11.6 through 11.7, and 12, and Member's obligations to pay any amounts due and outstanding hereunder, will survive termination or expiration of this Agreement.

#### **12 MISCELLANEOUS.**

**12.1 Force Majeure.** Either Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

**12.2 Notices.** Member (a) consents to receive communications from Parchment in electronic form, whether via email, posting updates on the Parchment Site, or by other reasonable means, and (b) agrees that all agreements and other communication that Parchment provides to Member electronically satisfies all legal requirements as if on print writing. All notices required under these Terms and Conditions will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Order Form (with notices to Parchment sent to the attention of the General Counsel). All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier.

**12.3 Assignment.** Neither Party will assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either Party may, without the written consent of the other Party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of Parchment and Member and their successors and permitted assigns.



**12.4 Independent Contractors.** Member and Parchment acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

**12.5 Amendment.** No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

**12.6 Waiver.** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

**12.7 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

**12.8 Causes of Action.** No action arising from or related to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

**12.9 No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity,

other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**12.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

**12.11 Construction.** Unless otherwise specified herein:

(a) the word “including” means “including but not limited to”; and (b) any reference to days will mean calendar days. All headings are for convenience only.

**12.12 Publicity.** Parchment will be permitted to use Member’s name and logo (subject to the appropriate party’s style guidelines to ensure proper placement or use by the other party) (a) in association with Parchment’s provision of the Services; and (b) on a client or partner list or partial client list during the term of this Agreement, provided that such list does not state or imply Member’s endorsement of Parchment or the Services.

**12.13 Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein. No additional terms, modifications, or edits (whether hand-marked or set forth in an addendum or PO) added to this Agreement will be valid, accepted, or form part of or be incorporated into this Agreement unless accepted in writing by both parties hereto.

***(End of Terms)***



**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT**

1. Parchment will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect, or non-conformity in the operation of the Parchment Services to substantially perform in accordance with the Documentation. Member will be responsible for conducting adequate research with respect to a defect or related issue prior to contacting Parchment for assistance. Member is obligated to respond promptly to all reasonable Parchment requests for pertinent information, documentation, technical and other assistance to assist Parchment with problem resolution. A reported issue will be logged and tracked by Parchment, and assigned a unique identifier that can be used by Member to refer to the reported issue, and will remain open until the issue is resolved. Reported issues will be assigned a severity level that is mutually agreed upon by Member and Parchment.
2. Parchment will employ commercially reasonable efforts to correct, or address with an action plan, issues reported by Member as follows:
  - a. Severity 1: Within four (4) business hours of receipt of the reported issue or its detection by Parchment. Level 1 is defined as a condition in which all or a critical function within the Parchment Services is unavailable to Member.
  - b. Severity 2: Within two (2) business days of receipt of the reported error. Level 2 is defined as a condition in which the Parchment Services is not fully performing, but is still able to operate at a reduced capacity.
  - c. Severity 3: Within five (5) business days of receipt of the reported error. Severity 3 is defined as a condition where the Member is experiencing a non-critical loss of function.
3. System Enhancements and Functionality Improvements.
  - a. Parchment will respond to requests for enhancements or upgraded workflow functionality within thirty (30) business days. The response will include a valuation of the request and whether it was an item for inclusion within the product roadmap or would be considered a client specific customization. Enhancements and improvements cover a desire to change either the look and feel or workflow of a feature or function within the Parchment Services. Any enhancements, modifications or improvements to the Parchment Services will be considered part of the Parchment Services.
  - b. Parchment may perform maintenance to the Parchment Services during its preexisting maintenance schedule (currently 12 p.m. to 4 p.m. Pacific Time on Saturdays) as necessary for the proper operation of the Parchment Services. During these periods, the Parchment Services may be unavailable to Member. Parchment will notify Member at least two (2) business days in advance of any planned maintenance. Parchment may change planned maintenance windows at its sole discretion and will notify Member of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. Parchment will also post notifications on both the Parchment Services and Parchment Site notifying interested parties of any planned service outages.
4. Parchment will use reasonable commercial efforts to make the Parchment Services available ninety-nine and one-half percent (99.5%) of the time, measured monthly, exclusive of planned maintenance and any of the following events that will not be considered downtime for the purposes of such measurement:
  - a. Any outage lasting less than five (5) minutes;
  - b. Any outage determined to be a result of Member's breach of the Agreement or other acts or omissions of Member;
  - c. Any outage determined to be a result of a failure of outside services or equipment not within the control of Parchment, including Member's hardware and software; or
  - d. Any outage determined to be beyond the reasonable control of Parchment, its subcontractors and/or business partners, including a force majeure event.
5. Member is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing; and (ii) correctly configuring its systems in accordance with the Documentation. Member will promptly notify Parchment in the event any downtime occurs. Downtime will be deemed to begin when Parchment receives accurate notification thereof from Member, or when Parchment first becomes aware of such downtime, whichever first occurs. The obligations of Parchment set forth in this Exhibit C will be excused to the extent any failures to meet such obligations result in whole or in part from Member's failure(s) to meet the foregoing requirements.
6. Parchment will use reasonable commercial efforts to respond to any email inquiries through the Parchment Site by Credential Owners within two (2) business days.
7. Member's sole and exclusive remedy, and Parchment's sole and exclusive liability, for Parchment's breach of this Exhibit C will be the following credits. If Parchment fails to meet the service level in Section 4 in any month for a specific Parchment Services, Parchment will credit to Member one percent (1%) of the monthly subscription fee paid by Member (i.e., the prorated annual subscription fee) for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the prorated monthly subscription fee paid by Member. In the event Member has not elected to pay a subscription fee to Parchment hereunder, as Member's sole and exclusive remedy under this Section 7, Parchment will credit to Member one percent (1%) of the net amount of surcharges (if any) added to each Credential request by Member for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the net amount of surcharges added to each Credential request by Member.



# MEMO

TO: Dr. Jonathan Bullock, President  
Valerie Lynch, Interim Vice President for Student Services

FROM: Jon Althaus, Vice President for Academic Services

DATE: December 18, 2020

RE: Faculty Seniority List

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

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

We respectfully request approval of the attached faculty seniority list.

Attachment

# FACULTY SENIORITY LIST

## January 11, 2021

	NAME	EMPLOY DATE YR MO DA	BOARD HIRE (APPROVAL ORDER)	DIVISION	PRIMARY TEACHING ASSIGNMENT(S)	SECONDARY COURSES QUALIFIED TO TEACH
1	HORTENSTINE-OLMSTED, SALISA	1993 01 08		Humanities & Communication	All SPE- courses All ENG- courses (excluding ENG-110, 111, & 112) All LIT- courses All RTV- courses All HUM- courses	All INS- courses All RDG- courses STA-
2	BURRELL, BRYAN	1994 02 28		Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services All PSY- courses
3	FOREMAN, KAY	1994 08 19	1994 07 11	Allied Health	AHE-041, 042, 045, 050, 051, 086 All PTA- courses	
4	BACINO-ALTHAUS, LARA	1995 06 14		Social Science & Education	All PSY- courses	All SFS- courses
5	PHIPPS, CYNTHIA	1995 08 18		Business	BUS-085, 086, 087, 089, 094, 095, 096, 097, 098, 099, 120, 141, 142, 151, 152, 200, 281 CIS-040, 054, 055, 093, 094, 160	
6	RUDIBAUGH, MIKE	1995 09 15		Math & Science	All ESC- courses All GIS- courses	All GEO- courses
7	BUZZARD, DION	1996 01 16		Technology	CAD-056, 057, 058, 059 IND-044, 054, 056 MET-045, 076, 084 TEC-040—056, 060, 070, 071, 080, 103	
8	MIOUX, MARTHA	1996 04 08		Allied Health	AHE-041, 042, 045, 050, 051, 086 All MAS- courses All PTA- courses	PED-244
9	MCHENRY, WALTER	1996 08 22	1996 07 08	Math & Science	All MAT- courses	
10	KESSLER, TYNIA	1997 01 31		Business	BUS-085, 086, 087, 089, 094, 095, 096, 097, 098, 099, 120, 141, 142, 151, 152, 200, 247, 251, 281, 285, 287, 290 CIS- 040, 054, 055, 093, 094, 160	SFS-101
11	LANDRUS, MATT	1997 08 22	1997 04 14 (1)	Humanities & Communication	All ENG- courses (excluding ENG-110, 111, & 112) All LIT- courses All HUM- courses	All INS- courses All RDG- courses STA-
12	MILLER, KEVIN	1997 08 22	1997 04 14 (2)	Technology	All AUT- courses IND-042, 043, 058, 060, 062 TEC-043, 048, 050, 052, 054, 056 WEL-057	
13	WHITE, JEFF	1997 08 22	1997 04 14 (3)	Math & Science	All BIO- courses	
14	ALI, IFFAT	1997 08 22	1997 04 14 (4)	Math & Science	All CHM- courses	
15	KERSEY, KRIS	1997 08 22	1997 04 14 (5)	Technology	All EET- courses	



					All IND- courses All HVC- courses MET-040—084 MMP I-V MTT-050 TEC-039—056, 059, 070—090 All TEL- courses	Board Book 81
16	BEAVERS, MICHAEL	1997 08 22	1997 07 14 (1)	Technology	CIS-040, 094, 156,160 CIM-044 All EET- courses IND-044, 046, 052, 054, 056 MET-040, 043, 044, 050, 080 All PLC- courses TEC-043—058, 062, 064, 070, 090 WEL-057	
17	SATTERWHITE, MARCY	1997 08 22	1997 07 14 (2)	Business	BUS-060, 061, 062, 079, 080, 081, 085, 086, 094, 095, 113, 114, 115, 120, 123, 034, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 047, 054, 055, 056, 058, 068, 088, 090, 092, 093, 094, 101, 160	EDU-103
18	RHINE, SCOTT	1997 08 22	1997 07 14 (3)	Business	BUS-085, 086, 094, 095, 120, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 049, 053, 054, 055, 056, 060, 062, 063, 065, 066, 067, 068, 069, 070, 071, 073, 074, 079, 081, 084, 085, 087, 089, 093, 094, 095, 101, 160 ITT-042, 043, 048, 049, 050, 063, 064, 066, 068	
19	STRANGE, PEGGY	1997 08 22	1997 08 18	Business	All COS- courses All EST- courses	
20	WALK, LORI	1997 12 01		Technology	CAD-056, 057 All CET- courses TEC-040, 043, 045, 048, 050, 052, 054, 055, 056	
21	DOWNS, DANIELLE	1998 07 01		Academic Support	Academic Support – Financial Aid	
22	TURNBULL, DAVID	1998 08 24	1998 06 08	Math & Science	All BIO- courses	ADN-061 MAT-005, 006
23	NIEMERG, MARK	1999 01 08		Agriculture	All SOE sections in AG AGR-050, 052, 054, 205, 053, 051, 152, 20	AGR-040, 046, 049, 095, 096, 098, 112, 111, 120, 131, 132, 133, 151, 121, 122, 123, 124, 134
24	HARTKE, EMILY	1999 07 13		Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services
25	BIRDWELL, JODI	1999 08 20	1999 04 12 (1)	Humanities & Communication	All ART- courses HUM-150	All INS- courses All RDG- courses STA-

26	ROGERS, SHANE	1999 08 20	1999 04 12 (2)	Social Science & Education	All POS- courses	All POS- courses All RDG- courses All SFS- courses All SOS- courses
27	GREIDER, MATT	1999 08 20	1999 06 14	Social Science & Education	All HIS- courses All SOS- courses	All RDG- courses All SFS- courses
28	LYNCH, BRIAN	1999 08 20	1999 07 12 (1)	Social Science & Education	ECO-130, 231, 232	SFS-101, 102
29	NEWELL, ROBERT	1999 08 20	1999 07 12 (2)	Humanities & Communication	All ENG- courses (excluding ENG-110, 111, & 112) All HUM- courses All LIT- courses	All INS- courses All RDG- courses STA-
30	DAVISON, ANGELA	1999 08 20	1999 08 09	Business	BUS-085, 086, 094, 095, 120, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 049, 052, 054, 055, 056, 060, 062, 063, 065, 068, 071, 074, 083, 093, 094, 095, 099, 101, 156, 160, 162, 164, 170 ITT-040, 041, 044, 045, 054	
31	LEBOLD, JON	1999 09 22		Business	BUS-094, 095, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 054, 055, 056, 068, 071, 093, 094, 101, 160	
32	BLASER, TARA	2000 01 07		Humanities & Communication	All ENG- courses (excluding ENG-110, 111, & 112) All HUM- courses All LIT- courses All PHI- courses	All INS- courses All RDG- courses STA-
33	JARRELL, CHARLES	2000 03 15		Social Science & Education	All EDU- courses SOS-050	All SFS- courses
34	DOTY, SUZETT	2000 08 23	2000 05 08 (1)	Math & Science	All BIO- courses	
35	SEILER, DAVID	2000 08 23	2000 05 08 (2)	Social Science & Education	All HIS- courses SOS-050, 099, 208	RDG-007, 009, 013, 050, 051 SFS-101, 102, 103
36	LINDLEY, GARY	2000 08 23	2000 07 10	Technology	CIS-040, 051, 053, 071, 079, 081, 084, 087, 089 All EET- courses IND-052, 054, 062 MET-040, 042, 043, 044, 080 TEC- 043, 048, 050, 051, 052, 054, 055, 056, 057, 058	
37	HAARMAN, NEAL	2000 10 19	2000 08 14 (1)	Technology	All BCT- courses CAD-052,056 All CET- courses TEC-040, 043, 045, 048, 050, 052, 054, 055, 056, 057, 059, 060, 080	
38	MOORE, TINA	2001 01 16		Academic Support	Academic Support – Career Services INS-099, 200	All Academic Support in Student Services All SFS- courses INS-299
39	HUNZINGER, BRENDA	2001 08 22	2001 03 12 (1)	Math & Science	All BIO- courses	
40	JOHNSON, DAVID	2001 08 22	2001 03 12 (2)	Social Science &	HED- 178, 179, 185, 200	ECE-102

				Education	All PED- courses	All PNC- courses All SFS- courses
41	BEAM, CHERYL	2001 08 22	2001 08 13	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
42	MADLEM, BRIAN	2002 08 22	2002 04 08 (1)	Technology	All AUT- courses TEC-048, 048, 055 WEL-057	
43	JONES, BAMBI	2002 08 22	2002 04 08 (2)	Math & Science	All MAT- courses	TEC-050, 052, 054, 056
44	DAL PONTE, MARC	2002 08 22	2002 04 08 (3)	Math & Science	All BIO- courses	ADN-061
45	CAPITOSTI, GREGORY	2002 08 22	2002 04 08 (4)	Math & Science	All CHM- courses	
46	CARPENTER, JOHN	2002 08 22	2002 08 12 (1)	Business	BUS-056, 057, 074, 076, 078, 085, 086, 089, 090, 091, 092, 094, 095, 120, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 287, 290 CIS-040, 054, 055, 093, 094, 160	
47	RITCHEY, EVA	2002 08 22	2002 08 12 (2)	Humanities & Communication	All SPE- courses All RTV courses	All INS- courses All RDG- courses STA-
48	BURRELL, KRISTA	2003 01 10		Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services All PSY All SOS
49	EARP, LISA	2003 07 15		Business	BUS-060, 061, 062, 063, 065, 079, 080, 081, 084, 085, 086, 089, 094, 095, 099, 113, 114, 115, 120, 123, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 047, 054, 055, 056, 058, 068, 071, 088, 090, 092, 093, 094, 101, 156, 160	SFS-101
50	ZELLER, NICOLE	2004 08 20	2004 07 12	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
51	FIELDS, TERRI	2005 10 01		Social Science & Education	All PSY- courses	All SFS- courses
52	PORTER, CASSANDRA	2006 01 09		Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	HED-102
53	GOAD, TISHA	2006 04 24		Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
54	NWOSU, IKEMEFUNA	2006 08 21	2006 01 09	Math & Science	All BIO- courses	ADN-061
55	NOHREN, HEATHER	2006 08 21	2006 04 10	Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services
56	POWERS, GREGORY	2006 08 21	2006 06 12	Humanities & Communication	All SPE- courses All RTV courses	All INS- courses All RDG- courses STA-

57	BARKLEY, DYKE	2006 08 21	2006 07 17	Agriculture	All HRT- courses	AGP-041, 042, 043, 046, 049, 050, 051, 053, 095, 096, 098, 054, 111, 112, 121, 122, 124, 132, 133, 134, 141, 143, 145, 152, 053, 174, 208 STA-200
58	HENDREN, HELEN	2007 08 20	2007 07 09 (1)	Social Science & Education	All HSP- courses except HSP-101 PSY-278	All SFS- courses All INS- courses
59	THOMAS, EDWARD	2007 08 20	2007 07 09 (2)	Humanities & Communication	All SPE- courses All RTV courses	BUS-089, 090, 091, 092, 094 CIS-066, 067 All INS- courses All RDG- courses STA-
60	SWINGLER, ERIN	2008 01 11	2007 12 10	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	HED-290
61	HARDIEK, KARLA	2008 08 22	2008 05 12 (1)	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
62	JONES, NICHOLE	2008 08 22	2008 05 12 (2)	Allied Health	All ADN- courses except ADN-061 AHE-040—045, 051, 052, 054, 055, 057, 086 All PNC- courses	
63	DAVIS, KIMBERLY	2008 08 22	2008 05 12 (3)	Social Science & Education	EDU-100, 190, 200, 210	SFS-101
64	DAUGHERTY, KATHLEEN	2009 08 24	2009 05 11 (1)	Business	BUS-059, 060, 061, 062, 063, 065, 079, 080, 081, 082, 083, 084, 085, 086, 094, 095, 113, 114, 115, 120, 123, 134, 141, 142, 151, 152, 200, 247, 251, 281, 285, 290 CIS-040, 054, 055, 058, 068, 093, 094, 101, 156, 160 All MCS- courses	
65	BENNETT, JUDY	2009 08 24	2009 05 11 (2)	Humanities & Communication	ENG-005, 007, 050, 095 All RDG- courses	All ENG- courses (excluding ENG-110, 111, & 112) All IEL- courses STA-
66	LOTZ, KATIE	2009 08 24	2009 07 13	Social Science & Education	ECO-130, 231, 232	SFS-101, 102
67	GENTRY, JOHN	2009 08 24	2009 08 10	Technology	CAD-056 TEC-040, 043, 045, 048, 050, 052, 055 All WEL- courses	
68	HARTRICH, ELIZABETH	2010 08 20	2010 06 14	Allied Health	AHE-041, 042, 045, 051, 055, 086 All DHY- courses	SFS-101
69	NEU, RUSSELL	2010 08 20	2010 07 12	Agriculture	All JDA- courses	
70	MILLER, NATHAN	2011 01 03	2011 01 10	Vandalia	ATO-040	

				Correctional Center	COC-051, 052, 053, 054, 055, 056, 058, 060	Board Book 85
71	LYNCH, VALERIE	2011 07 18	2011 07 11	Academic Support	Academic Support – Student Life	All Academic Support in Student Services SFS-101
72	ORRICK, RYAN	2011 08 19	2011 03 14 (1)	Agriculture	All SOE sections in AGR- AGR-060, 206, 095, 096, 098, 063, 065, 067, 071	AGR-040, 046, 049, 064, 070, 111, 112, 120, 131, 132, 133, 151
73	HOLSAPPLE, KRISTEN	2011 08 19	2011 03 14 (2)	Allied Health	AHE-041, 042, 045, 051, 055, 086 All DHY- courses	
74	COHAN, MICHAEL BEN	2011 08 19	2011 05 09	Humanities & Communication	All ART- courses HUM-150	All INS- courses All RDG- courses STA-
75	NOHREN, MARIA	2011 08 19	2011 06 13	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
76	TILLMAN, JOE	2011 08 19	2011 06 13	Technology	CAD-056 All EET- courses All TEC- courses IND-046, 052, 054 MET-040, 042, 043, 044 WND-040, 041, 042 BCT-070	
77	REYNOLDS, CASEY	2011 08 19	2011 08 15	Humanities & Communication	FLG-140, 141, 240, 241 All ENG- courses (excluding ENG-110, 111, & 112) All LIT- courses	All INS- courses All HUM- courses All RDG- courses STA-
78	DETERS, LAURA	2012 01 09	2012 01 09	Allied Health	AHE-040, 043, 045, 051, 052, 054, 086 PNC- clinicals	
79	VEACH-WATSON, TARA	2012 08 21	2012 05 14 (1)	Humanities & Communication	All ENG- courses (excluding ENG-110, 111, & 112)	All INS- courses All HUM- courses All LIT- courses All RDG- courses STA
80	KITTEN, LEO	2012 08 21	2012 05 14 (2)	Technology	All CAD- courses All CIM- courses EET-049 TEC-040, 043, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 060, 080	
81	KNEBEL, TY	2012 12 17	2012 12 10	Vandalia Correctional Center	TEC-040, 043, 048, 070 WEL-047, 048, 056, 057, 058, 059, 061	
82	HOOD, SHANNON	2013 08 22	2013 08 12 (1)	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086	HED-290

					All PNC- courses	<b>Board Book 86</b>
83	HILL, SARAH	2013 08 22	2013 08 12 (2)	Academic Support	Academic Support – Library	All EDU- courses All RDG- courses SFS-101
84	BROWN, DEWAYNE	2013 11 27	2013 10 09	Vandalia Correctional Center	ATO-040 CSM-065, 066, 067, 068	
85	BRIGHT, ANDREA	2014 03 01	2013 10 13 (1)	Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services RDG-007, 009, 050
86	MELTON, JENNIFER	2014 03 01	2013 10 13 (2)	Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services SOS-050
87	REINHART, ANTHONY (WOODY)	2014 06 09	2014 05 12	Agriculture	AGR-080, 083, 087, 088, 091, 086, 094, 082, 089, 092, 097	
88	MUNGER, JAMES	2014 08 22	2014 06 09	Business	All CIS- courses All ITT- courses	
89	MILLER, CLAIRE	2014 08 22	2014 08 11 (1)	Math & Science	All CHM- courses	
90	GAINES, ANDREW	2014 08 22	2014 08 11 (2)	Academic Support	Academic Support – Counseling All SFS- courses INS-099	All Academic Support in Student Services INS-200, 299 All PSY- courses All SOS- courses
91	WILDMAN, RYAN	2015 08 24	2015 04 13	Agriculture	All SOE sections in AGR AGR-040, 122, 131, 134, 207, 120, 121, 123, 124, 201	AGR-014, 046, 049, 095, 096, 098, 111, 112, 132, 133, 151
92	SMITHENRY, KIMBERLY	2015 08 24	2015 05 11 (1)	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
93	PARRISH, KATIE	2015 08 24	2015 05 11 (2)	Social Science & Education	All SOC- courses All SOS- courses	All INS- courses SFS-101
94	ALLEN, DANIEL	2015 08 24	2015 06 08 (1)	Math & Science	All PHY- courses	All ESC- courses
95	NASSERIPOUR, RAKHSHA	2015 08 24	2015 06 08 (2)	Math & Science	All PHY- courses	
96	FULK, JOSHUA	2015 08 24	2015 08 10	Technology	BCT-064 CAD-052, 056 All CET- courses TEC-040, 043, 045, 048, 050—056, 060, 080	
97	BRANDT, HAYLEE	2016 08 19	2016 09 12	Allied Health	All ADN- courses except ADN-061 AHE-041, 042, 044, 045, 051, 055, 057, 086 All PNC- courses	
98	ULM, TANILLE	2017 08 18	2017 07 10	Social Science & Education	All ECE- courses All EDU- courses	SFS-101
99	YESKE, MOLLY	2017 08 18	2017 08 14	Allied Health	All MAP- courses	
100	UPHOFF, BEULAH	2018 01 05	2017 11 13	Allied Health	AHE-040, 041, 042, 043, 045, 051, 052, 054, 055, 086	

101	FLOWERS, TIMOTHY	2018 01 02	2018 01 8	Vandalia Correctional Center	ATO-040 HRT-040, 041, 042, 043, 044, 047, 048, 050	Board Book 87
102	RINCKER, LAURIE	2018 08 17	2018 05 14 (1)	Math & Science	All BIO- courses	
103	RODGERS, MATTHEW	2018 08 17	2018 05 14 (2)	Agriculture	All JDA- courses	
104	DAILEY, MADISON	2018 08 17	2018 07 16	Social Science & Education	All HED- courses except HED-102 and HED-290; SOS-050	
105	CHAMBERS, DAVID	2019 06 03	2019 05 13	Social Science & Education	All CJS- courses	
106	WILDER, HAYDEN	2019 08 16	2019 03 11	Agriculture	All AGR 200 and below, AGR-206	
107	HARLEY, SARAH	2019 08 16	2019 04 08	Math & Science	All MAT- courses	
108	HASKENHERM, TARA	2019 08 16	2019 06 10	Allied Health	All ADN- courses except ADN-061 All PNC- courses AHE-041, 042, 044, 045, 051	
109	FLOYD, MACKENZIE	2019 08 16	2019 08 12	Allied Health	All ADN- courses except ADN-061 All PNC- courses AHE-041, 042, 044, 045, 051	
110	AMIGONI, NICKI	2020 01 10	2019 11 11	Allied Health	All DHY- courses	
111	MARLER, KRISTINE	2020 08 21	2020 08 10 (1)	Business	All COS- courses All EST- courses	
112	BYERS, JESSICA	2020 08 21	2020 08 10 (2)	Allied Health	ADN-040, 042, 051, 053, 060, 074, 075, 076, 078 PNC-049, 050, 052, 053, 054, 055	
113	WORKMAN, BETHANY	2020 08 21	2020 08 10 (3)	Allied Health	ADN-040, 042, 051, 053, 060, 074, 075, 076, 078 PNC-049, 050, 052, 053, 054, 055	
114	CURRY, BRENT	2021 01 08	2020 11 09	Agriculture	All JDA- courses	

## Lake Land College Board of Trustees Schedule of Meetings 2021

*Due to the pandemic and as permitted by Public Act 101-0640, 5 I LCS 120/7(e), a determination will be made prior to each month's meeting as to whether it will be held without the physical presence of a quorum at the regular meeting location. If this Act is invoked, the basis for the decision and all pertinent instructions for trustees, citizens, faculty and staff to participate remotely will be included on the agenda.*

January 11, 2021	6:00 p.m.	Webb Hall 081, Mattoon
February 8, 2021	6:00 p.m.	Webb Hall 081, Mattoon
March 8, 2021	6:00 p.m.	Webb Hall 081, Mattoon
April 12, 2021	6:00 p.m.	Webb Hall 081, Mattoon
April 29, 2021	9:00 a.m.	Webb Hall 081, Mattoon (Special Meeting – Annual Organizational Meeting)
May 10, 2021	6:00 p.m.	Webb Hall 081, Mattoon
June 14, 2021	6:00 p.m.	Webb Hall 081, Mattoon
July 12, 2021	6:00 p.m.	Board & Administration Center Room 011, Mattoon
August 9, 2021	6:00 p.m.	Kluthe Center, Room 220, Effingham
September 13, 2021	6:00 p.m.	Board & Administration Center Room 011, Mattoon
October 11, 2021	6:00 p.m.	Board & Administration Center Room 011, Mattoon
November 8, 2021	6:00 p.m.	Board & Administration Center Room 011, Mattoon
December 13, 2021	6:00 p.m.	Board & Administration Center Room 011, Mattoon





# MEMO

TO: Dr. Jonathan Bullock, President  
Board of Trustees

FROM: Jean Anne Grunloh, Senior Executive to the President

DATE: December 17, 2020

RE: Proposed Revisions to Board Policies 03.09 – *Quorum of the Board* and 03.09.01 – *Quorum of the Committee*.

Please find attached details of proposed revisions to Board Policies 03.09 – *Quorum of the Board* and 03.09.01 – *Quorum of the Committee*. Changes were most recently approved by the Board to both of these policies to adopt language addressing Public Act 101-0640. This new law amended the Illinois Open Meetings Act (OMA) and created a new OMA subsection 7(e) which permits meetings without the physical presence of a quorum when specific conditions are met related to a disaster declaration. Given the ongoing issues with the pandemic and the likelihood that the Board of Trustees may have to utilize this exception at upcoming meetings, it is my recommendation that we further modify both policies to allow trustees to participate in closed sessions held via a secure telephonic or electronic means when the above-referenced OMA exception applies.

With the need for the Board to conduct closed sessions in the near future and the current status of the pandemic, I respectfully request the Board of Trustees waive first reading and approve these proposed revisions as presented during its January 2021 regular meeting. I am happy to address any questions or concerns.

Attachments

## 03.09

### Quorum of the Board

At all meetings of the Board of Trustees, whether regular or special, a majority of members physically present shall constitute a quorum unless specific conditions related to a disaster declaration are met per Illinois Public Act 101-064 (Article 15) and subsection 7(e) of the Open Meetings Act, which permit meetings without the physical presence of a quorum. The student Board member shall not be counted in determining a majority of the Board for voting purposes or for a quorum when counting a majority of the members voting on an issue. When a vote is taken upon any measure before the Board, a quorum being established, a majority of the members shall determine the outcome thereof. No action of the Board shall be invalidated by reason of any vacancy on the Board or by reason of any failure to select a non-voting student member.<sup>1</sup>

Attendance by ~~conference call~~telephonic or electronic means is allowed at open meetings of the Board of Trustees. A Board member attending ~~remotely by conference call~~ may not be used to determine a quorum unless specific conditions related to a disaster declaration are met per Illinois Public Act 101-064 (Article 15) and subsection 7(e) of the Open Meetings Act. The courts have held that conferencing is not a *per se* violation of the Open Meetings Act. However, the Board member must be on a speaker phone audible to the audience at the live meeting, and the caller must be able to hear the participants at the meeting. If the disaster related exception does not apply, conferencing must be specifically approved by Board vote each time a member desires to attend ~~by conference call~~remotely. Attendance by ~~conference call~~telephonic or electronic means is not permitted during closed sessions of the Lake Land College Board of Trustees unless specific conditions related to a disaster declaration are met per Illinois Public Act 101-064 (Article 15) and subsection 7(e) of the Open Meetings Act.

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<sup>1</sup> 110 ILCS 805/3-9 Illinois Public Community College Act

**03.09.01****Quorum of the Committee**

At all meetings of committees of the Board of Trustees, a majority of members physically present shall constitute a quorum unless specific conditions related to a disaster declaration are met per Illinois Public Act 101-064 (Article 15) and subsection 7(e) of the Open Meetings Act, which permit meetings without the physical presence of a quorum. The student Board member shall not be counted in determining a majority of the committee for voting purposes or for a quorum when counting a majority of the members voting on an issue. When a vote is taken upon any measure before the committee, a quorum being established, a majority of the members shall determine the outcome thereof.

Attendance by ~~conference call~~telephonic or electronic means is allowed at open meetings of committees of the Board. A committee member attending ~~remotely by conference call~~ may not be used to determine a quorum unless specific conditions related to a disaster declaration are met per Illinois Public Act 101-064 (Article 15) and subsection 7(e) of the Open Meetings Act. The courts have held that conferencing is not a *per se* violation of the Open Meetings Act. However, the committee member must be on a speaker phone audible to the audience at the live meeting, and the caller must be able to hear the participants at the meeting. If the disaster related exception does not apply, conferencing must be specifically approved by committee vote each time a member desires to attend ~~remotely by conference call~~. Attendance by ~~conference call~~telephonic or electronic means is not permitted during closed sessions of Lake Land College Board committee meetings unless specific conditions related to a disaster declaration are met per Illinois Public Act 101-064 (Article 15) and subsection 7(e) of the Open Meetings Act.

**LAKE LAND COLLEGE  
BOARD OF TRUSTEES  
HUMAN RESOURCES REPORT  
January 11, 2021**

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

Beagle, Ryan	11/20/2020-12/15/2020 then intermittent
Roberts, Bri	12/7/2020-intermittent
Mortensen, Alan	12/3/2020-2/25/2021

**Additional Appointments**

**The following employees are recommended for additional appointments**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
White, Christina	College Nurse (Temporary)	01/12/2021
<b>Part-time</b>		
Estacio, Estiven	Fitness Center Specialist Primary position is Men's Basketball Assistant	12/10/2020
Mason, Dustin	Adjunct Faculty Business Division Primary position is Programmer Analyst	12/14/2020

**End Additional Appointments**

**The following employees are ending their additional appointment**

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Wright, Kathleen	Adj Reading Instructor Primary position is Adj Faculty Social Science	12/18/2020

**New Hire-Employees**

**The following employees are recommended for hire**

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Hoene, Katelyn	Adjunct Faculty Business Division	12/14/2020

**Terminations/Resignations**

**The following employees are terminating employment**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
Daily, Andrea	Business Analyst/Retired	12/31/2020
Drone-Silvers, Scott	Director of Library Services/Retired	12/31/2020
Kramer, Chris	Director of Auxiliary Services/Retired	12/31/2020
Meek, Marlene	Adm Assistant to Student Life/Retired	12/31/2020
Spaniol, Lee	Director of Info Sys & Services/Retired	12/31/2020
Uphoff, Sharon	College Nurse/Retired	12/31/2020

**Part-time**

Beever, Faith	Special Needs Note Taker	12/18/2020
Clark, Kierstin	Special Needs Note Taker	10/4/2020
Diltz, Emma	Dual Credit Program Assistant	12/23/2020
Groves, Daniel	IEL Instructor	5/17/2020
Hart, Ann	Adjunct Faculty Humanities Division	5/17/2020
Homann, Mary	Allied Health BNA Adjunct Faculty	12/15/2020
Hull, James	Retiree Incentive Program	12/17/2020
Satterfield, Toni	Adjunct Faculty Humanities Division	5/17/2020
Scheidemantel, Claire	Special Needs Note Taker	11/15/2020
Walker, Bruce	Adjunct Faculty Social Science Division	5/17/2020
Wilson-Kuhn, Dennise	Adjunct Faculty Business Division	12/18/2020

**Part-time – Grant Funded**

Mitchell, Amy	Adjunct DOC College Funded Instructor	3/8/2020
Nesbitt, Tara	Adjunct DOC College Funded Instructor	3/8/2020
Teverbaugh, Jesse	Adjunct DOC College Funded Instructor	3/8/2020

**Transfers/Promotions**

**The following employee is recommended for a change in position**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
Mayer, Pamela	Lead Custodian Transferring from Custodian	1/4/2021
Sharp, Tony	Director of Enterprise Applications Transferring from Progr Analyst	1/4/2021 Corrected date

**Part-time**

Daniels, Kristin	Cosmetology Clinical Instr (hourly) Transferring from Cosmetology Clinical Instructor	12/17/2020
Donnel, Megan	Cosmetology Clinical Instr (hourly) Transferring from Cosmetology Clinical Instructor	12/17/2020
Stewart, Megan	Cosmetology Clinical Instr (hourly) Transferring from Cosmetology Clinical Instructor	12/17/2020
Wright, Kathleen	Adj Faculty Social Science Division Adj Reading Instructor	12/22/2020