

# Lake Land College District No. 517

**Board of Trustees**  
Agenda and Board Book  
June 10, 2024  
Regular Meeting No. 690



## MISSION • VISION • VALUES

Lake Land College creates and continuously improves an affordable, accessible and effective learning environment for the lifelong educational needs of the diverse communities we serve.

**LAKE LAND**  
COLLEGE

# Table of Contents

Topic	Board Book Page Number
Agenda for June 10, 2024, Regular Meeting	3
Minutes for May 13, 2024, Regular Meeting	6
Minutes for May 22, 2024 Board Retreat	28
Supplemental Information for June 10, 2024, Regular Meeting	35

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

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



Regular Meeting No. 690  
Monday, June 10, 2024, 6:00 p.m.  
Board and Administration Center, Room 011, Mattoon  
**Agenda**

**Routine.**

**Call to Order.**

**Roll Call.**

**Consent Item.**

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

1. Approval of Minutes of May 13, 2024, Regular Meeting.
2. Approval of Minutes of May 13, 2024, Closed Session.
3. Approval of Minutes of May 22, 2024, Board Retreat.
4. Approval of Agenda of June 10, 2024, Board of Trustees Meeting.
5. Bills for Payment and Travel Expenses.

For summary and details of bills refer to the [Board of Trustees web page](#).

6. Destruction of Tape Recording of the December 12, 2022, Closed Session and December 8, 2022 Buildings and Site Committee Closed Session.

**Hearing of Citizens, Faculty and Staff.**

**Committee Reports.**

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

## Business Items.

### Non-Action Items.

Topic	Board Book Page Number(s)
1. Monthly Data Point Discussion – Impact from the Workforce Solutions and Community Education Department.	
2. Proposed Revisions to Board Policy 05.37 – <i>Employee Compliance Training</i> .	35-36
3. Calendar of Events.	37-38

### Action Items.

Topic	Board Book Page Number(s)
1. Approval of ICCB Program Review Report.	39-40
2. Approval of Proposed Revisions to Board Policy 07.10.01 – <i>Financial Aid Standards of Satisfactory Progress</i> .	41-46
3. Acceptance of April 2024 Financial Statements.	47-52
4. Declaration of Surplus Equipment or Item(s).	53
5. Approval of Lease Agreement with Pana Community Unit School District #8.	54-61
6. Approval of Lease Agreement with Local Workforce Innovation Area 23.	62-65
7. Approval of Three-Year Agreement with TalkLife Ltd for TalkCampus Student Mental Health Services.	66-80
8. Approval of One-Year Renewal Agreement with Calm App for Student Use.	81-84
9. Delegation of Authority to President to Provide or Secure Education Services.	85
10. Approval of Resolution No. 0624-018 Authorizing Treasurer to Transfer Interest Earned from Working Cash.	86-88
11. Approval of Resolution No. 0624-019 Authorizing Treasurer to Invest Funds.	89-91
12. Approval of Base Salary Increase for Administrators, Supervisors and Support Staff, Excluding Correctional Centers.	92
13. Approval of FY 2025 Base Salary Schedule, Excluding Correctional Centers.	93-94
14. Approval of FY 2025 Part-Time Rates and Stipends.	95-104

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|---|---------|
| 15. Approval of Part-Time Staff Hourly Increases.   | 105     |
| 16. Approval of Performance Contract with Veregy for the Luther Student Center Chillers Replacement Project.  | 106-135 |
| 17. Approval of Proposal for HVAC Controllers Project.  | 136-147 |
| 18. Acceptance of Gift-in-kind Donations from the Foundation.   | 148-150 |
| 19. Approval of Contract Renewal with AFSCME.   |         |
| 20. Approval of Contract Renewals for Educational Services with Illinois Department of Corrections.   |         |
| 21. Approval of Addendum to the College's Equity Plan.  |         |
| 22. Approval of Three-Year Agreement with Mongoose Research for Texting, Chat and AI Assistant Services.  | 151-159 |
| 23. Closed Session.<br>Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) and (21), closed session is called to discuss the appointment, employment, compensation, performance or dismissal of specific employees and to review minutes of meetings lawfully closed under the Open Meetings Act. |         |
| [Return to Open Session - Roll Call]  |         |
| 24. Approval of Release or Non-release of Closed Session Minutes as Discussed in Closed Session.  |         |
| 25. Approval of Separation Agreement and Release Between the Board of Trustees and a Tenured College Faculty Member as Discussed in Closed Session.   |         |
| 26. Approval of Human Resources Report as Discussed in Closed Session.  | 160-161 |

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

## **Adjournment.**

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



Regular Board Meeting No. 689  
Board and Administration Center, Room 011  
Mattoon, IL  
May 13, 2024

**Minutes**

**Call to Order.**

Chair Cadwell called the May 13, 2024, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board and Administration Center, Mattoon, IL.

**Roll Call.**

**Trustees Physically Present:**

Trustees Physically Present: Mr. Gary Cadwell, Chair; Mr. Kevin Curtis; Mr. Larry D. Lilly, Ms. Doris Reynolds; Mr. Dave Storm, Secretary; Ms. Denise Walk, Mr. Thomas Wright, Vice-Chair; and Student Trustee Ms. Abbie Kelly.

**Trustees Absent:**

None.

**Others Participating via Telephonic or Electronic Means:**

None.

**Others Present:**

Dr. Jonathan Bullock, President; Dr. Ikemefuna Nwosu, Vice President for Academic Services; Dr. Valerie Lynch, Vice President for Student Services; Ms. Jean Anne Highland, Chief of Staff; Ms. Seirra Laughunn, Executive Assistant to the President's Office; and members of the staff.

## Approval of Consent Items.

Trustee Curtis moved and Trustee Walk seconded to approve the following consent items:

1. Approval of Minutes of April 8, 2024, Regular Meeting.
2. Approval of Minutes of April 8, 2024, Closed Session.
3. Approval of Agenda of May 13, 2024, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$	344,738.09
Building Fund	\$	135,110.08
Site & Construction Fund	\$	40,455.46
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	75,920.82
Restricted Purposes Fund	\$	520,206.85
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	367,346.16
Student Accts Receivables	\$	87,011.57
Total	\$	1,570,789.03

For a summary of trustee travel reimbursement and details of bills refer to [the Board of Trustees web page](#).

5. Destruction of Tape Recording of the November 14, 2022, Closed Session.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

## Hearing of Citizens, Faculty, and Staff.

There were no public comments.

## **Committee Reports.**

### **ICCTA/Legislative.**

Trustee Walk said we are nearing the end of the General Assembly's spring 2024 session. May 24 currently serves as the last scheduled day of session, but both chambers have "holds" in place until May 31 for bills that don't make the May 24th deadline. The Fiscal Year 2025 state budget is the primary focus for the rest of the legislative session.

### **Resource & Development.**

Trustee Reynolds, Committee Chair, said the Committee did not meet since the last regular Board meeting.

### **Finance.**

Trustee Storm, Committee Chair, said the Committee did not meet since the last regular Board meeting.

### **Buildings & Site.**

Trustee Curtis, Committee Chair, said the Committee did not meet since the last regular Board meeting.

### **Foundation.**

Trustee Wright, Foundation Liaison, highlighted the following information and said this was provided by Ms. Christina Donsbach, Executive Director for College Advancement:

- We are excited to welcome the two newest board members to the Foundation Board: Layna Bond of Highland, IL and Terry McConnell of Mattoon. Layna and Terry are LLC graduates and attended their first board meeting on April 22nd.
- High school awards nights are in full swing, with over 30 events taking place over the next month. A huge thanks to the Lake Land College Board of Trustees, Foundation Board members, employees, and other volunteers who are presenting Foundation, Presidential and Athletic scholarships.

### **Student Report**

Ms. Abbie Kelly, Student Trustee, said the Student Government Association (SGA) had been very busy as the year came to an end. She said a blood drive was held on April 18. The Student Recognition banquet was on April 24 where students involved in Student Life were recognized for all of their accomplishments. She said the spring carnival was on May 1 and was attended by more than 400 students. SGA hosted a black jack table and a dunk tank,

where faculty members were the lucky ones to get dunked! The Student Life scholarships were presented to 21 students involved within Student Life and it closed on May 1. Ms. Kelly said on May 6, the Student Life office, Alumni Association, Career Services, and the Laker Nest Bookstore hosted the first ever Laker Graduation celebration with cap & gown pick up, snacks, cap decoration, and information on Career Services and the Alumni Association. Congratulations to the Laker softball team. They won the central district championship and punched their ticket to the NJCAA D1 Softball World Series in Oxford, Alabama.

## **President's Report.**

Dr. Bullock gave the following updates:

- The College did not receive a payment from the Illinois Department of Juvenile Justice (IDJJ) in April toward the FY 2024 outstanding balance. A total of \$174,926 remains outstanding for IDJJ.
- The College received a payment of \$559,744 from the Illinois Department of Corrections (IDOC) in April toward the FY 2024 outstanding balance. A total of \$916,912 remains outstanding for IDOC.
- In April, the College received payments from the State of Illinois for FY 2024 credit hour reimbursement of \$789,671 and equalization of \$587,861. A total of \$682,620 remains outstanding for credit hour reimbursement and \$998,012 for equalization.
- The College received no property tax payments in April.

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

### **Faculty Focus on Advancing Student Success – STEM Reform Results and the RANGE Program.**

Ms. Bambi Jones and Ms. Sarah Harley, Mathematics Instructors, highlighted work they have done to eliminate developmental math courses at the College and the launch of a new pilot program, RANGE - Recruitment and Advancement of the Next Generation of Engineers.

### **Monthly Data Point Discussion – Dashboards to Monitor Various Enrollment Goals.**

Ms. Lisa Cole, Director of Data Analytics, highlighted enrollment dashboards she has created using the Tableau visual data software tool. She said these dashboards are updated daily and sent to various College leaders each day. Trustees were provided these dashboards.

## **Appointment of Board Committees.**

In accordance with Board Policy 02.08 – *Committees of the Board*, Chair Cadwell appointed the following Board committees and Trustee liaisons effective May 14, 2024:

**Finance Committee:** Dave Storm as Chair, Gary Cadwell as ex-officio, and member Doris Reynolds.

**Resource and Development Committee:** Doris Reynolds as Chair, Gary Cadwell as ex-officio, and members Kevin Curtis, Denise Walk and Student Trustee Abbie Kelly.

**Buildings and Site Committee:** Kevin Curtis as Chair, Gary Cadwell as ex-officio, and members Larry Lilly, Dave Storm, and Tom Wright.

**Legislative Liaison to ICCTA:** Denise Walk.

**Lake Land College Foundation Liaison:** Tom Wright.

## **Discussion of Proposed HVAC Controllers Project.**

Dr. Bullock highlighted how the current HVAC controllers for the College's main campus are using an outdated Windows software system that will soon no longer be supported. He said the administration has been investigating purchase options to replace the HVAC controllers at the main campus and for installation at the Effingham Technology Center (ETC), with a total estimated cost of \$1.5 M (\$1.1 M for the main campus and \$400,000 for the ETC). He noted the College would like to move forward with the \$1.1 M campus updates and highlighted how the College could utilize FY 2024 fund balance to pay for this needed expense. Dr. Bullock said the administration would bring this back to the Board for purchase approval at the June 2024 regular Board meeting and that a bid process would not be necessary as the proposed vendor is a single source provider and state contractor. Additionally, Dr. Bullock shared the updates to the ETC will take place during the facility renovation. Trustees each expressed support to proceed with the project.

## **Discussion of Luther Student Center Chillers Replacement.**

Dr. Bullock highlighted how the three chillers in the Luther Student Center (LSC) were not replaced in the older portion of the facility when the remodeling and newer addition was constructed a few years ago. He said that there is currently only one chiller still operational and the administration is very concerned this last chiller will stop working in the near future. He said Mr. Jeremy Moore, Facilities Planning Manager, has been investigating options to replace the three chillers given the supply chain issues. Dr. Bullock said the administration has received an estimate from a vendor that the total cost will be approximately \$500,000 and that the College could utilize Protection, Health and Safety (PHS) funds for this expense. He said the administration would bring this back to the Board for a bid and purchase approval at the June 2024 regular Board meeting. Trustees each expressed approval to proceed with the project.

## **Proposed Revisions to Board Policy 07.10.01 – *Financial Aid Standards of Satisfactory Progress.***

Trustees heard a recommendation from Dr. Valerie Lynch, Vice President for Student Services, for the Board to consider proposed revisions to the above-referenced Policy. Trustees received details of the proposed revisions which address recommendations from the Illinois Student Assistance Commission (ISAC) following a Program Review with ISAC in

February 2024. She said ISAC recommended that we update our Satisfactory Academic Progress policy to better support our students in achieving the grade point average (GPA) required for graduation and better align with federal regulations.

Proposed revisions were submitted as first reading, and the administration will plan to bring this recommendation back to the Board of Trustees for approval during the June 2024 regular meeting.

## **Calendar of Events.**

Trustees reviewed a calendar of upcoming events. Additionally, Dr. Bullock highlighted the Board of Trustees annual retreat to be held Wednesday, May 22, 2024. He said that Mr. Jim Reed, ICCTA Executive Director, will be attending to help facilitate the retreat and foster discussions for effective board governance.

## **Action Items.**

### **Approval of 2024-2025 College-Wide Committees.**

Trustees heard a recommendation from Ms. Jean Anne Highland, Chief of Staff, for the Board to approve the list of proposed FY 2025 College-Wide Standing Committees. Ms. Highland said she respectfully submitted this recommendation per Board Policy 02.09 and following a thorough review of each committee's prior year accomplishments, provided to each Trustee, validating the on-going need for each committee included on the recommended list.

Trustee Reynolds moved and Trustee Wright seconded to approve as presented the list of FY 2025 College-Wide Standing Committees.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Acceptance of March 2024 Financial Statements.**

Trustees reviewed the March 2024 Financial Statements and heard from Trustee Storm, Finance Committee Chair, who highlighted the Financial Statements and significant variances.

Trustee Storm moved and Trustee Curtis seconded to approve as presented the March 2024 Financial Statements.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

## **Declaration of Surplus Item(s) or Equipment.**

Dr. Bullock requested the Board declare as surplus the following items or equipment:

- Furniture replaced and removed from several classrooms and commons areas in the Northwest Classroom Building along with rooms in the Field House, including items such as folding tables, chairs and Nova desks.
- Furniture and instructional supplies being utilized by the Pathways to the Future Alternative High School that will be sunset following the spring 2024 term. The instructional supplies are made up of textbooks, workbooks, board games, sets of paperback novels and table top instructional aids.

Trustee Reynolds moved and Trustee Curtis seconded to declare as surplus furniture removed from several classrooms and commons areas in the Northwest Classroom Building and furniture and instructional supplies that will no longer be utilized by the Pathways to the Future Alternative High School following the spring 2024 term so that these items may be disposed of in a manner most beneficial to the College.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

## **Continued Employment of Grant Funded Employees.**

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

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

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Updated Agreement between the College and the Lake Land College Foundation.**

Trustees heard a request from Dr. Bullock that the Board approve an updated agreement between the College and the Lake Land College Foundation. Trustees received copies of the existing agreement from 2012 and the proposed new agreement, and Dr. Bullock highlighted key changes. Dr. Bullock said the proposed agreement has been thoroughly reviewed and recommended by our legal counsel with Robbins Schwartz. Dr. Bullock also reported that the updated agreement has been approved by the Foundation Board of Directors during their meeting in April 2024.

Trustee Wright moved and Trustee Curtis seconded to approve as presented the updated Agreement between the College and the Lake Land College Foundation.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Acceptance of Gift-in-Kind Donations from the Lake Land College Foundation.**

Trustees heard a recommendation from Dr. Bullock for the Board to accept the gift-in-kind equipment donation including:

- Engines valued at \$75,000 donated from John Deere & Co. of Olathe, Kansas, for use in the John Deere Tech Program.

- Sprue Pickers valued at \$3,000 donated from American Select Tubing of Mattoon for use by the Technology Department.
- Wireless system valued at \$598 from Sound Source of Mattoon for use by the ISS Department.
- Electronic knitting machine valued at \$300 donated from Lily Laij of Mattoon for use by the Workforce Development unit.

Dr. Bullock reported the Foundation approved these gift-in-kind donations to the College at their April 22, 2024 meeting.

Trustee Curtis moved and Trustee Lilly seconded to approve as presented the gift-in-kind donations from the Lake Land College Foundation including:

- Engines valued at \$75,000 donated from John Deere & Co. of Olathe, Kansas, for use in the John Deere Tech Program.
- Sprue Pickers valued at \$3,000 donated from American Select Tubing of Mattoon for use by the Technology Department.
- Wireless system valued at \$598 from Sound Source of Mattoon for use by the ISS Department.
- Electronic knitting machine valued at \$300 donated from Lily Laij of Mattoon for use by the Workforce Development unit.

The Board expressed appreciation to the four College partners who made these original donations to the Foundation.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

## **Acceptance of National Science Foundation (NSF) Grant.**

Dr. Ike Nwosu, Vice President for Academic Services, recommended the Board accept a three-year grant for \$349,741 from the National Science Foundation (NSF) Advanced Technological Education (ATE) program. Trustees received a copy of the budget proposal that was submitted to the NSF.

Trustees reviewed a memo from Dr. Beth Craig, Grants Writer and Coordinator, that highlighted how the College will use these grant funds. Trustees learned that, with these grant funds, the College's Technology Division will create two levels of certification in automation through the Applied Engineering Technology Program. Mr. Michael Beavers, Technology Division Chair and Electrical Engineering Instructor, will be the principal leader for the pursuit of this grant work.

Trustee Reynolds moved and Trustee Walk seconded to approve as presented a three-year grant for \$349,741 from the National Science Foundation (NSF) Advanced Technological Education (ATE) program.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Purchase from Nanalysis Corporation for a Spectrometer.**

Trustees heard a recommendation from Dr. Nwosu for the Board to approve the purchase of a spectrometer from Nanalysis Corporation of Calgary, Canada, at a total net cost of \$58,999.50. Trustees received copies of two quotes from Nanalysis including:

- \$42,362.50 for the basic NMR spectrometer with licensing, processing software and remote training.
- \$58,999.50 that includes the basic NMR spectrometer option above with an upgrade to scan for carbon, which is very useful in organic chemistry.

Dr. Capitosti, Chemistry Instructor, reported in a memo that this spectrometer is unique to Nanalysis Corporation due to its lighter weight, portability and being self-contained or that it can be utilized without being permanently associated with a computer. Dr. Nwosu said that due to these facts, a bid was not necessary per Board Policy 10.22 (4.L.). Dr. Capitosti said in the memo that it will be a great tool for his classes on campus and also a great recruiting tool since it is portable and he can take this off campus to visit with potential students at various locations.

Dr. Nwosu said it is the administration's recommendation that the Board approve the quote that includes the option for an upgrade to scan for carbon. Dr. Nwosu noted that we will utilize budgeted FY 2024 strategic initiative funding if the Board approves this purchase.

Trustee Reynolds moved and Trustee Lilly seconded to approve as presented the purchase of a spectrometer from Nanalysis Corporation of Calgary, Canada, at a total net cost of \$58,999.50, including an upgrade to scan for carbon.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Purchase of AMS Diagnostic Tools and Accessories for Use in the John Deere Tech Program.**

Dr. Nwosu recommended the Board approve the purchase of John Deere AMS diagnostic tools and accessories from Sloan Implement of Assumption, IL, in the amount of \$41,915 for use in the John Deere Tech program. Trustees received a copy of the quote for these items. He said that during the FY 2024 Ullrich Foundation grant proposal, the College's John Deere Tech program leaders reported the need for this purchase to enhance their program. Dr. Nwosu said the College will utilize awarded Ullrich grant funds if the Board approves this purchase.

Trustees learned a bid is not required per Board Policy 10.22 (4.L.) since these items are specific to work with the other John Deere equipment in our John Deere Tech program.

Trustee Curtis moved and Trustee Lilly seconded to approve as presented purchase of John Deere AMS diagnostic tools and accessories from Sloan Implement of Assumption, IL, in the amount of \$41,915 for use in the John Deere Tech program.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Bid for the Printing and Mail Preparation of the 2024 Summer Magazine/Class Schedule.**

Dr. Lynch recommended the Board approve the bid from FCL Graphics of Harwood Heights, Illinois, in the amount of \$27,517, for the Printing and Mail Preparation of the Summer Magazine/Class Schedule. Trustees received a copy of the bid tabulation sheet detailing FCL Graphics submitting the lowest of two bids received.

Trustee Reynolds moved and Trustee Curtis seconded to approve as presented the bid from FCL Graphics of Harwood Heights, Illinois, in the amount of \$27,517, for the Printing and Mail Preparation of the Summer Magazine/Class Schedule.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Settlement Agreement and Release Between the Board of Trustees and Former College Faculty Member.**

Chair Cadwell stated that a settlement agreement and release between the Board of Trustees and Mr. Michael Shane Rogers, a former College faculty member, had been available for each Trustee to review via their electronic folders.

Trustee Wright moved and Trustee Walk seconded to approve as presented the Settlement Agreement and Release between the Board of Trustees and Mr. Michael Shane Rogers, former College faculty member.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Bid for Forklift for the CDL Program.**

Dr. Bullock presented a request to the Board from Ms. Bonnie Moore, Director of the Center for Business and Industry, for the Board to approve the bid from Fitzgerald Equipment of MacKinaw, Illinois, in the amount of \$62,202.83 for option two for a forklift and clamps to be used by the CDL program. Trustees received the bid tabulation sheet detailing Fitzgerald Equipment submitting the lowest of six bids received.

Trustee Walk moved and Trustee Lilly seconded to approve as presented the bid from Fitzgerald Equipment of MacKinaw, Illinois, in the amount of \$62,202.83 for option two for a forklift and clamps to be used by the CDL program.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Bid for CDL Lot Seal and Striping Project.**

Dr. Bullock presented a request to the Board from Mr. Jeremy Moore, Facilities Planning Manager, for the Board to approve the bid from Asphalt Improvement of Mattoon in the amount of \$15,250 for the CDL Lot Seal and Stripe project. Trustees received a copy of the bid tabulation sheet showing Asphalt Improvement submitted the lowest of three bids received.

Trustee Lilly moved and Trustee Reynolds seconded to approve as presented the bid from Asphalt Improvement of Mattoon in the amount of \$15,250 for the CDL Lot Seal and Stripe project.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Purchase from Snap On Industrial for Additional Electric Vehicle Training Kits.**

Dr. Nwosu presented a recommendation from Ms. Shoot for the Board to approve an additional \$33,875.36 purchase from Snap On for additional electric vehicle training kits for use by the Technology Division to train students in the electric vehicle (EV) maintenance and repair. Trustees received a copy of the relevant quotes received from Snap On.

Dr. Nwosu reminded the Board that they accepted the ICCB Rev Up EV grant earlier this year, and funds from this grant will be used for this purchase. He said additionally, during the April 2024 regular meeting the Board approved a total purchase \$37,202.25 from Snap On for three EV Maintenance tool kits (EVTEHCARTO). Dr. Nwosu said upon further review as the staff in the Technology Division plan for this new program they now recommend only needing two of the “EVTEHCARTO” EV Maintenance tool kits but also the following kits:

1. Meter Cert Kit W/EEDM596F: 596FMETERKIT (1 Kit)
2. Electrical Intro Cert Kit: ELIMCAETCERTKIT (2 Kits)

Trustees reviewed a memo from Ms. Shoot that detailed the calculations for the additional expense.

Trustee Wright moved and Trustee Walk seconded to approve as presented an additional \$33,875.36 purchase from Snap On for additional electric vehicle (EV) training kits for use by the Technology Division to train students in EV maintenance and repair.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Student Accident Insurance Policy Renewal.**

Dr. Bullock presented a recommendation from Ms. Shoot for the Board to approve renewal of the College's Student Accident Insurance Coverage and the Student Catastrophic Coverage with Student Assurance Services of Stillwater, Minnesota, at a total cost of \$59,903 for the period August 1, 2024, through July 31, 2025. Trustees received the related quotes for this coverage. He said our insurance consultant, Dimond Bros. of Mattoon, approached multiple insurance carriers for this renewal.

In her memo, Ms. Shoot reported that the renewal of the student accident insurance is a cost of \$53,900 versus the previous year cost of \$44,850. She noted this is an increase of \$9,050 or a 20% increase and this large increase is driven by the dollar amount of claims we incurred below the \$35,000 threshold. Ms. Shoot also reported renewal of the catastrophic coverage is a cost of \$6,003 versus the previous year cost of \$6,546 and is a reduction of \$543 or 8%.

Trustee Walk moved and Trustee Curtis seconded to approve as presented the renewal of the College's Student Accident Insurance Coverage and the Student Catastrophic Coverage with Student Assurance Services of Stillwater, Minnesota, at a total cost of \$59,903 for the period August 1, 2024, through July 31, 2025.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Two-Year Agreement with InfoTech for ISS Research and Support Services.**

Dr. Bullock presented a recommendation from Mr. David Stewart, Chief Information Officer, for the Board to approve a two-year renewal agreement with Info-Tech Research Group of Las Vegas, Nevada, for Info-Tech to serve as the College's primary IT research and consulting partner, at a total cost of \$93,114.59, for the period July 1, 2024 through June 30, 2026. Trustees received the proposed agreement from Info-Tech that details annual costs, including \$44,403.25 for year 1 and \$48,711.34 for year 2.

Dr. Bullock said that with Board approval the year 1 cost of \$44,403.25 will be paid through the "One-Time Budget Request" Fund Balance monies from the FY 2024 budget and year 2 cost

will be added to the ISS FY25. He also reported that the College entered into a 1-year agreement for \$23,862.00 last year with Info-Tech to evaluate them as a replacement for our current IT research and consulting partner, Gartner, and our ISS team has been very pleased with the Info-Tech services. Mr. Stewart's memo highlighted the significantly higher quote from Gartner if we were to renew with them for the three-year period starting July 1, 2024.

Trustees learned that a bid was not necessary per Board Policy 10.22 (4. F.).

Trustee Lilly moved and Trustee Walk seconded to approve as presented a two-year renewal agreement with Info-Tech Research Group of Las Vegas, Nevada, for Info-Tech to serve as the College's primary IT research and consulting partner, at a total cost of \$93,114.59 for the period July 1, 2024 through June 30, 2026.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Two-Year Agreement with NEOGOV for the Learn Module.**

Dr. Bullock presented a recommendation from Mr. David Stewart, Chief Information Officer, for the Board to approve a two-year agreement with NEOGOV for their LEARN training module at a total cost of \$47,415.70, with a year one cost of \$24,448 (including a one-time set up fee) and a year two cost of \$22,967.70. Trustees received the proposed quote and two-year agreement form from NEOGOV. Dr. Bullock reported that the ISS team negotiated with NEOGOV for this reduced annual subscription and a 61% discount of the one-time setup fee.

Trustees learned that a bid is not required per Board Policy 10.22 (4.F.).

Trustee Lilly moved and Trustee Curtis seconded to approve as presented a two-year agreement with NEOGOV for their LEARN training module at a total cost of \$47,415.70, with a year one cost of \$24,448 (including a one-time set up fee) and a year two cost of \$22,967.70.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

## **Approval of Purchase of HyFlex Equipment for the Effingham Technology Center.**

Dr. Bullock presented a recommendation from Mr. David Stewart, Chief Information Officer, for the Board to approve the purchase of HyFlex equipment from OneRoom, formerly Synapsis, of Springfield, Illinois, in the amount of \$53,480.90 to install this equipment in two conference rooms at the Effingham Technology Center. Trustees reviewed the detailed quotes received from OneRoom, showing the individual pricing to install the equipment in room 101, the main conference room on the first floor, and room 270, the executive conference room on the second floor.

Trustees learned that a bid was not necessary per Board Policy 10.22 (4. F.).

Trustee Curtis moved and Trustee Walk seconded to approve as presented the purchase of HyFlex equipment from OneRoom, formerly Synapsis, of Springfield, Illinois, in the amount of \$53,480.90 to install this equipment in two conference rooms at the Effingham Technology Center – room 101 which is the main conference room on the first floor and room 270 which is the executive conference room on the second floor.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

## **Waiver of First Reading and Approval of Proposed Revisions for Board Policy 07.05 – Course Placement by Assessment.**

Dr. Lynch presented a recommendation from Ms. Kim Hunter, Director of Student Success Services, for the Board to waive first reading and approve proposed revisions to Board Policy 07.05 – *Course Placement by Assessment*. Trustees received the details of the proposed changes. Dr. Lynch reported that Ms. Hunter has consulted with the Developmental Ed Committee, Department Chairs, the Testing Center, the College's HLC representative, and the Academic Standards Committee before recommending that the Policy be changed to remove the placement testing and retesting amounts and procedures and instead leave it to the procedures of the Tutoring and Testing Center to enforce procedures based on the retest recommendations of the aforementioned group. Ms. Hunter's memo highlighted how the current Policy language that limits students to test and retest only once each four years in each subject area can have negative consequences for students.

Trustee Wright recommended to amend the motion by leaving in the Policy language the minimal fee that is charged and other trustees, along with Dr. Lynch, agreed with that recommendation.

Dr. Lynch said that in order to benefit incoming students for both the Summer and Fall 2024 semesters, Ms. Hunter requested the Board waive first reading and approve the proposed revisions during the May 2024 regular meeting

Trustee Wright moved and Trustee Curtis seconded to waive first reading and approve as presented proposed revisions to Board Policy 07.05 – Course Placement by Assessment, with the amendment that the minimal fee language remain in the Policy.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of WIOA Service Provider Contract.**

Dr. Bullock presented a recommendation from Ms. Chris Strohl, Dean for Workforce Solutions and Community Education, that the Board approve the proposed Title IB service provider contract renewal with CEFS Economic Opportunity Corporation for the Workforce Investment and Opportunity Act (WIOA) – Local Workforce Area (LWA) 23 region for the period July 1, 2024 through June 30, 2027. Trustees received a copy of the current contract which expires June 30, 2024. Dr. Bullock said according to Ms. Jamie Corda Hadjaoui, Director of Workforce Investment LAW 23, that based upon past contract allocation adjustments it is anticipated that annual allocations with the new contract will range from \$2 - \$3 million each year for an estimated average value of \$6-\$9 million over the three years, and possible value of over \$10 million with the potential fourth year extension option.

Dr. Bullock said Ms. Strohl reports that LWA 23 issued a request for proposal earlier this year for this contractual service and they received two proposals for consideration, with CEFS being the only respondent from within the state. He said that following extensive review of both proposals, the WIOA LWA 23 Planning and Oversight Committee selected CEFS to once again be the Title IB service provider. He also noted that Ms. Strohl reports that CEFS has been the WIOA LWA 23 Title 1B service provider for several years and her department feels very confident in the services provided by CEFS.

Trustee Lilly moved and Trustee Curtis seconded to approve as presented the proposed Title IB service provider contract renewal with CEFS Economic Opportunity Corporation for the Workforce Investment and Opportunity Act (WIOA) – Local Workforce Area (LWA) 23 region for the period July 1, 2024 through June 30, 2027. Based upon past contract allocation adjustments, it is anticipated that annual allocations with this new contract will range from \$2 - \$3 million each year for an estimated average value of \$6-\$9 million over the three years, and possible value of over \$10 million with the potential fourth year extension option.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

## **Closed Session**

7:29 p.m. – Trustee Walk moved and Trustee Curtis seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) and (8) to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the College and to discuss the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, and staff.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

## **Return to Open Session - Roll Call**

7:50 p.m.

**Trustees Physically Present:** Mr. Gary Cadwell, Chair; Mr. Kevin Curtis, Mr. Larry D. Lilly, Ms. Doris Reynolds; Mr. Dave Storm, Secretary; Ms. Denise Walk, Mr. Thomas Wright and Student Trustee Kelly.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

## **Approval of Purchase for a Cyber Security Audit as Discussed in Closed Session.**

Trustee Curtis moved and Trustee Walk seconded to approve as presented the quote from Levi, Ray and Schoup (LRS) Inc. of Springfield, Illinois, for cyber security assessment services to be conducted within fiscal year 2024 at a total cost of \$51,250.00. This followed discussion on the topic held in closed session.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Purchase for Disaster Recovery Equipment as Discussed in Closed Session.**

Trustee Curtis moved and Trustee Lilly seconded to approve as presented the purchase of disaster recovery equipment in the total amount of \$282,210.41 from Dell. This followed discussion on the topic held in closed session.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of the Human Resources Report as Discussed in Closed Session.**

Trustees reviewed the Human Resources Report. Dr. Bullock requested the Board approve the Report as presented and he highlighted some of the recommended personnel changes.

Trustee Reynolds motioned and Trustee Walk seconded to approve as presented the following standard Human Resources Report. This followed discussion on the topic held in closed session related only to the appointment of a full-time, tenure-track faculty member and a general leave of absence request by a groundskeeper and a custodian.

**The following employees are recommended for FMLA leave. Board policy 05.04.12.**

Hartke, Pam	5/10/24-6/21/24
Helton, Robert	4/11/24-Intermittent
Schaljo, Tara	4/11/24-Intermittent
Yeske, Molly	9/24/24-12/20/24

**The following employees have requested a General Leave of Absence/ Board policy 05.04.14**

Lineberry, Kelly	5/1/24-6/16/24
Shoot, James	5/16/24-5/31/24, 7/3/24-8/9/24

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

CBI Training Specialist	Level 13
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**Additional Appointments**

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

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Ligomeka, Jeffrey	Bookstore Rush Worker	5/6/24
	Primary Position Laker Mascot Talent	
Samuelson, Lauryn	Admis and Records Commencement Asst	5/6/24
	Primary Position Perkins Student Worker	
Stolz, Timothy	Coordinator of Student Life	4/17/24
	Primary Position Adj Faculty Humanities	

**End Additional Appointments**

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

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Carter, Natasha	Part-Time Groundskeeper	4/1/24
	Primary Position Trio Ofc Coordinator	
Iheasi, Elfrieda	Institutional Research Intern	4/24/24
	Primary Position Newspaper Ed Student News	
Schertz, Jacqueline	Lake Land College Student Trustee	4/14/24
	Primary Position Agriculture Education Intern	

**New Hire-Employees**

**The following employees are recommended for hire**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
Sheffer, Emily	Correctional Career Technology Instructor	4/8/24
<b>Part-time</b>		
Green, Bennett	Adm and Records Commencement Assistant	5/6/24
Heider, John	Community Learning Instructor	5/18/24
Hodges, Rebekah	Bookstore Rush Worker	5/6/24
Johnson, Amanda	Adjunct Faculty Humanities Division	8/16/24
Johnson, Beth	Newspaper Editor - Student Newspaper	5/10/24

Jones, Reese	Technical Support Assistant	4/23/24
Kanyembo, Natasha	Bookstore Rush Worker	5/6/24
Ligomeka, Jeffrey	Laker Mascot Talent	4/15/24
Mriscin, Michael	Adm and Records Commencement Assistant	5/6/24
Mufalo, Ifunga	Bookstore Rush Worker	5/6/24
Phiri, Fred	Bookstore Rush Worker	5/6/24
Robinson, James	Adm and Records Commencement Assistant	5/6/24
Rosil, Enock	Bookstore Rush Worker	5/6/24
Thomas, Milah	Adjunct Faculty Business Division	8/16/24
Warrick, Alex	Student Life Unpaid Intern	4/9/24

**Part-time Grant Funded**

Elliott, Audrey	Agriculture Education Intern	5/13/24
Knerr, Alexis	Agriculture Education Intern	5/13/24
Kocher, Kylie	Agriculture Education Intern	5/13/24
Lane, Emma	Agriculture Education Intern	5/13/24
Nickles, Jonika	Agriculture Education Intern	5/13/24
Putnam, Karley	Agriculture Education Intern	5/13/24

**College Work Study**

Naroze, Mark	College Work-Study	4/10/24
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**Unpaid**

Dail, Timothy	Dual Credit Instructor	4/18/24
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**Terminations/Resignations**

The following employees are terminating employment

	Position	Effective Date
<b>Full-time</b>		
Logue, Tony	WIOA Operations Coordinator	5/8/24
Mowen, Alexandria	Correctional Office Assistant	4/15/24
Rodgers, Matt	John Deere Instructor	5/13/24
Smith, Chad	Police Sergeant (Retired)	4/30/24
Stewart, Charles	Correctional Custodial Maintenance Instructor	4/12/24

**Part-time**

Bergstrom, Reese	Technical Support Assistant	5/3/24
Carrell, Lori	Test Proctor	2/21/24
Godden, Holly	Adult Education Instructor	2/21/24
Jarrell, Cameron	Technical Support Assistant	3/27/24
Smith, Gregory	Basketball Scorers/Timers	3/12/23
Stuart, Zachary	Assistant Baseball Coach Volunteer	6/19/19

**Transfers/Promotions**

**The following employees are recommended for a change in position**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
Kreke, Allyssa	Administrative Assistant to Humanities Transferring from Admin Asst to Career Services	4/22/24
Stolz, Tim	Student Life Specialist Transferring from Coordinator of Student Life	5/14/24
<b>Full-time Tenure Track</b>		
Walk, Aaron	Academic Counselor Transferring from Adj Faculty Social Science	5/28/24
<b>Part-time</b>		
Dickens-Montgomery, Amanda	PATH Grant Support Service Provider Transferring from Path Grant Project Manager	7/1/24

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

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

There was no further discussion.

## **Adjournment.**

Trustee Curtis moved and Trustee Walk seconded to adjourn the meeting at 7:53 p.m.

There was no further discussion.

**Motion carried by unanimous voice vote.**

Approved by:

\_\_\_\_\_  
Board Chair

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

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

[https://www.lakelandcollege.edu/col/board\\_minutes/](https://www.lakelandcollege.edu/col/board_minutes/)

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



Special Meeting - Board Retreat  
Foundation and Alumni Center, Room 101  
Mattoon, IL  
May 22, 2024

**Minutes**

**Call to Order.**

Chair Cadwell called the May 22, 2024, special meeting of the Lake Land College Board of Trustees to order at 12:40 p.m. in room 101 of the Foundation & Alumni Center, Mattoon, IL.

**Roll Call.**

**Trustees Physically Present:** Mr. Gary Cadwell, Chair; Mr. Kevin Curtis; Mr. Larry Lilly; Ms. Doris Reynolds; Mr. Dave Storm, Secretary; Ms. Denise Walk; and Mr. Thomas Wright, Vice-Chair.

**Trustees Absent:** Student Trustee Ms. Abbie Kelly.

**Others Participating via Telephonic or Electronic Means:** None.

**Others Present:** Dr. Jonathan Bullock, President; Dr. Ikemefuna Nwosu, Vice President for Academic Services; Ms. Jean Anne Highland, Chief of Staff; Ms. Seirra Laughunn, Executive Assistant to the President's Office; Dr. Valerie Lynch, Vice President for Student Services; Mr. John Woodruff, Vice President for Business Services; Mr. Jim Reed, ICCTA Executive Director, and members of the staff.

**Hearing of Citizens, Faculty, and Staff.**

There were no public comments.

**Non-action Items:**

**Discussion: State Legislative Issues and Updates from the Illinois Community College Trustees Association (ICCTA).**

Mr. Jim Reed, ICCTA Executive Director, provided a presentation in which he highlighted current state legislative issues, the ICCTA legislative agenda, how Illinois community colleges are exploring baccalaureate degree offerings, and state-level pressures for expanding dual credit for more high school students. He noted some legislative priorities including FY 2025 state budget developments, Senate Bill 467 which introduces the idea of common course numbering and legislation that would require equity plans by institutions of higher education to be amended to add language pertaining to the Business Enterprise Program (BEP). He discussed the challenges community colleges face to meet the aspirational goals of BEP. Mr. Reed also featured key components in House Bill 5020. He said this bill was introduced by the group Stand for Children and the legislation would amend the Dual Credit Quality Act in several significant ways. He noted that although the bill will not advance with this spring legislative session he believes working groups from Stand for Children, K-12, various educator associations and community colleges will work throughout the summer with the bill sponsors to reach compromise and the bill may very likely pass in the coming veto or lame duck legislative sessions.

Ms. Jean Anne Highland, Chief of Staff, reminded Trustees that Mr. Reed has helped the Board conduct a self-evaluation and complete a survey the past several years to evaluate effective board governance. She highlighted some of the key areas for improvement from the last survey conducted in the spring of 2023, including asking the Trustees to consider attending more community events to represent the College whenever their schedule allows. She said Mr. Reed will help the Board to conduct another survey and self-evaluation in the spring of 2025.

### **Discussion: Dual Credit at Lake Land College.**

Trustees heard a presentation from Ms. Tessa Wiles, Director of Dual Credit and Honors Experience, and she provided Trustees with a detailed report on the current state of dual credit at the College. Trustees reviewed numerous data dashboards regarding annual dual credit enrollment since 2019. Trustees learned the College currently has dual credit course offerings in partnership with 31 high schools within the district and also partners with the Edgar Clark Career Exploration Leadership, Leaders Innovating for Tomorrow (LIFT), six different CEO Programs, Class E Entrepreneurs, Eastern Illinois Education for Employment Services (EIEFES), and the Effingham Regional Career Academy (ERCA). Ms. Wiles noted that with this academic year the College offered 125 sections of dual credit in the Fall semester and 245 sections in the Spring semester. Trustees learned about the dual credit offerings and related costs within three tiers including:

- Dual 1 – A high school teacher, who is qualified to teach college-level course, delivers the dual credit course within the high school.
- Dual 2 – A Lake Land College instructor collaborates with the high school to teach college-level course to high school students. The course can be delivered in various modalities agreed upon by both the College and the high school, including in-person, online or hybrid formats.
- Dual 3 – High school students enroll in a Lake Land College course taught by a college instructor, delivered in the College's chosen modality.

Ms. Wiles highlighted efforts underway to enhance the dual credit offerings and how a “Dual Credit Support Team” has been created in support of those efforts and that a new academic counselor position has been created to work with area high schools. She also highlighted how the College is currently utilizing an ICCB grant in the amount of \$126,500 for FY 2024 to expand access and equity in dual credit.

Ms. Wiles reiterated Mr. Reed’s statements regarding the state legislative pressures to expand dual credit access to more high school students.

Dr. Bullock said that often the cost for dual credit is shifted from the various K-12 schools to the students, and often the cost is a barrier for dual credit access. He asked Trustees for their thoughts on the College pursuing some type of program to offset this cost for students or perhaps even make it free for all area high school students. Various Trustees asked how this might be funded and Dr. Bullock said the administration is looking into various options. Chair Cadwell suggested consideration for sharing costs between K-12 schools and the College. Ms. Wiles noted the College currently has an existing program in which students eligible for free or reduced lunch may take dual credit at no charge, however she said there are not very many students who take advantage of the program. She noted the Dual Credit Support Team is considering ways to help educate more students and parents or guardians about this program.

[The Board took a break from 1:50 p.m. to 2:00 p.m.]

### **Discussion: Updates on Strategic Initiatives for Enrollment and the Guided Pathways Strategic Enrollment Management (GPSEM) Plan.**

Trustees heard a presentation from Ms. Kelly Allee, Director of Marketing and Public Relations, and Ms. Heather Nohren, Academic Counselor and Chair of Counseling & Judicial Affairs Advising. They credited Ms. Pam Hartke, Associate Dean of Enrollment Management, who leads the GPSEM but could not attend the Board Retreat.

Ms. Allee and Ms. Nohren highlighted the overall GPSEM Plan, the GPSEM Matrix and how it fits within the College’s overall strategic plan (focus area two, objective two), and the latest GPSEM Annual Report which provides status updates and narratives on each strategic project within the GPSEM Plan. They also highlighted several GPSEM achievements or activities including:

- Establishment of an enrollment initiative team in May 2023 and identification of key enrollment goals based on previous years’ data. EAB Navigate has been instrumental in improving enrollment campaigns and the team implemented a “Wednesday Weekly Faculty Communication” email to keep faculty updated on enrollment progress and reiterate seeking their help in various ways. This team developed the summer and fall enrollment incentive, approved by the Board, to provide students with \$50 for summer and fall if they enrolled by May 10, 2024. The team highlighted how the initiative far exceeded our enrollment goals by the deadline.

- Establishment of an onboarding experience focus group and the creation of a new position – the Laker Connect Academic Counselor who will focus on developing personal connections with area high school students and target outreach with high school counselors to determine how we can better partner to develop and support dual credit pathways. They also developed a Navigate Program Administrator and will launch “Welcome Week” for all students to align with book pick up for students starting with the Fall 2024 semester.
- Establishment of a marketing and recruitment focus group that has: audited current processes; analyzed data; documented the enrollment process; increased outreach through direct mail and digital marketing to high school sophomores, juniors and dual credit students; documented touch points that lead to enrollment – noting a high correlation of enrollment between students who visit campus or participate in a Laker Visit Day; developed a marketing outreach toolkit that any employee may use for any recruiting event; increased access to a printed schedule and this schedule will be within the next edition of the College magazine; and started a “We have Trades” campaign at the College to increase awareness that the College offers several trades programs.

### **Action Items.**

#### **Presentation and Approval of Equity Plan for Submission to ICCB.**

Dr. Bullock reminded Trustees of the state legislation that requires the College to submit an equity plan to ICCB and IBHE by the end of this month. Additionally, he updated Trustees that we will now also be required to submit an amendment to the equity plan by the end of June to address how we will strive toward reaching the aspirational BEP goals.

Trustees heard a presentation from Dr. Valerie Lynch, Vice President for Student Services, Ms. Dustha Wahls, Director of Human Resources, and Ms. Mercury Bowen, Coordinator of Diversity, Equity, Inclusion, and Belonging, on the College’s recently developed equity plan. Trustees were provided a copy of the complete plan. Presenters highlighted key areas in the plan, noting the overall layout of the plan is within the guidelines provided by IBHE and ICCB. Presenters highlighted underrepresented groups and retention, persistence and completion for each group. Presenters also noted how they worked this past semester to gather numerous College initiatives that were already occurring, such as those already included with the College’s overall strategic plan and the GPSEM plan. Trustees learned about the four major components of the equity plan, including:

- Institutional vision of diversity, equity, inclusion and accessibility.
- Data for underrepresented groups and an analysis of the data.
- College climate surveys of both students and employees.
- Goals (both short- and long-term) to close equity gaps.

Dr. Lynch said that ICCB and IBHE have not yet given guidance on how the College should report progress on the goals in the future. However, the equity team plans to use the

processes we already have in place to monitor and report on progress through the College's overall strategic planning process and reporting software tool available via the Hub.

Trustee Curtis moved and Trustee Storm seconded to approve as presented the College's equity plan for submission to ICCB.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: None.

**Motion carried.**

### **Approval of Bids for Welding Lab Upgrade.**

Trustees heard a recommendation from Dr. Ike Nwosu, Vice President for Academic Services, for the Board to approve the bid from Depke Welding Supplies, of Urbana, Illinois, in the amount of \$166,322.10, for the purchase of the following Welding Equipment: Dynasty® 300 Wireless Foot Control Complete, Millermatic® 255 MIG/Pulsed MIG Welder and XR-Aluma-Pro™ 15 ft. Air to upgrade the College's welding lab. Trustees reviewed the bid tabulation sheet detailing Depke Welding Supplies as the sole bidder. Dr. Nwosu said Mr. James Crowder, Welding Instructor/Coordinator, has submitted this recommendation to enhance the College's welding program, and Dr. Nwosu was very complimentary of the efforts Mr. Crowder has made to date to improve this program.

Trustee Curtis moved and Trustee Lilly seconded to approve as presented the bid from Depke Welding Supplies, of Urbana, Illinois, in the amount of \$166,322.10, for the purchase of the following Welding Equipment: Dynasty® 300 Wireless Foot Control Complete, Millermatic® 255 MIG/Pulsed MIG Welder and XR-Aluma-Pro™ 15 ft. Air to upgrade the College's welding lab.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: None.

**Motion carried.**

Trustees heard a recommendation from Dr. Nwosu for the Board to approve the bid from Greenway & Associates, Ltd., of Orange City, Iowa, in the amount of \$35,777, for the purchase of a Piranha P65 Iron Worker to replace the College's outdated equipment for our welding program. Trustees reviewed the bid tabulation sheet detailing Greenway & Associates as submitting the lowest of three bids received.

Trustee Storm moved and Trustee Curtis seconded to approve as presented the bid from Greenway & Associates, Ltd., of Orange City, Iowa, in the amount of \$35,777, for the purchase of a Piranha P65 Iron Worker to replace the College's outdated equipment for our welding program.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: None.

**Motion carried.**

### **Acceptance of Nurse Educator Fellowship Program Fellowship Award from the Illinois Board of Higher Education (IBHE).**

Trustees heard a recommendation from Dr. Nwosu for the Board to accept the Illinois Board of Higher Education (IBHE) Nurse Educator Fellowship, in the amount of \$20,000, to be disbursed to Ms. Katelyn Bloemer and Ms. Tarah Haskenherm, Nursing Instructors, with each receiving \$10,000 in accordance with regular College stipend payment policies and the agreement with IBHE. Trustees learned that the Nurse Educator Fellowship Program is designed to support the retention of highly qualified nursing faculty members in accredited Illinois institutions offering nursing programs. The program provides financial awards to supplement the salaries of selected faculty members and participation is open to institutions with nursing programs approved by the Illinois Department of Financial and Professional Regulation and Accreditation Commission for Education in Nursing (ACEN). Trustees reviewed the IBHE grant award agreement for both nursing instructors.

Trustee Reynolds moved and Trustee Wright seconded to accept as presented the Illinois Board of Higher Education (IBHE) Nurse Educator Fellowship, in the amount of \$20,000, to be disbursed to Katelyn Bloemer and Tarah Haskenherm, Nursing Instructors, with each receiving \$10,000 in accordance with regular College stipend payment policies and the agreement with IBHE.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: None.

**Motion carried.**

### **Approval for the Purchase of Virtual Learning Equipment and Robot to be Deployed at the Effingham Technology Center.**

Trustees heard a recommendation from Dr. Nwosu for the Board to approve the purchase of 20 zSpace Learning Stations, selected virtual reality learning module subscriptions, accessories and a Cirros V7 educational robot from Advanced Technologies Consultants (ATC) of Plymouth, Michigan, in the total amount of \$175,417, to be deployed at the Effingham Technology Center. Trustees learned a bid is not necessary as ATC is a single source provider of this type of equipment. Dr. Nwosu said zSpace provides engaging virtual reality experiences and an instructional platform that fosters active learning and career exploration across diverse fields. He said students are encouraged to ask questions, collect data, build models, conduct experiments, analyze outcomes, and draw conclusions, all while instructors guide and support them with appropriate tools and resources. Trustees learned that this equipment will be accessible at the Effingham Technology Center for the Effingham Regional Career Academy and integrated into Lake Land College's instructional offerings. Trustees reviewed the quote from ATC which details the purchase price for the learning stations, virtual reality learning module subscriptions and accessories and the educational robot.

Trustee Reynolds moved and Trustee Curtis seconded to approve as presented the purchase of 20 zSpace Learning Stations, selected virtual reality learning module subscriptions, accessories and a Cirros V7 educational robot from Advanced Technologies Consultants (ATC) of Plymouth, Michigan, in the total amount of \$175,417, to be deployed at the Effingham Technology Center.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: None.

**Motion carried.**

### **Adjournment.**

Trustee Storm moved and Trustee Curtis seconded to adjourn the special meeting of the Lake Land College Board of Trustees at 3:17 p.m.

**Motion carried by unanimous voice vote approval.**

Approved by:

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
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: Board of Trustees  
Dr. Josh Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC: John Woodruff, Vice-President for Business Services

DATE: May 13, 2024

RE: Board Policy 05.37 Employee Compliance Training

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As stated in the College's equity plan, we would like for the annual employee compliance training to encompass training on Diversity, Equity, Inclusion, and Belonging. This is a training course that is required for new employees upon hire. We will continue with our goal of completing the annual compliance training (for all subjects) for employees in approximately one hour.

We submit this as first reading for your initial consideration.

Attachment

## Employee Compliance Training

In accordance with federal and state legislation and regulations, Lake Land College is required to provide all employees specific information/training upon their initial employment with the College and updates at least annually. The goal of the information/training is to ensure that all employees understand their related professional obligations.

The Director of Human Resources is charged with ensuring that the required information/training is provided for all employees and that it includes, but is not limited to, the following:

- Abused and Neglected Child Reporting (Board Policy 05.36)
- Discrimination and Harassment (Board Policy 11.04)
- Drug-Free Workplace (Board Policy 11.07)
- Ethics and Standards of Conduct (Board Policy 11.23)
- Family Educational Rights and Privacy Act (Board Policy 07.11)
- ~~Prohibiting~~Prohibition ~~of~~ Sexual-Based Discrimination, Harassment and Misconduct (Board Policy 11.04.01)
- Security of Critical and Sensitive Information (Board Policy 11.28)
- Whistle-Blowing and Fraud Protection (Board Policy 11.03)
- Diversity, Equity, Inclusion, and Belonging (Board Policy 01.03.07)

In addition to the requirements for all employees, the College provides information/training needed to meet federal and state requirements related to specific positions or workgroups.

## Calendar of Events

Monday, June 10, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, July 11, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, August 8, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, August 12, 2024	5 p.m. – Board Dinner – Effingham Technology Center 6 p.m. – Board Meeting – Effingham Technology Center
Thursday, September 5, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, September 9, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, October 10, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, October 14, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, November 7, 2024	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, November 11, 2024	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011

Thursday, December 5, 2024

Buildings and Site Committee Meeting  
8 a.m. – Board and Administration Center, 011  
Finance Committee Meeting  
9 a.m. – Board and Administration Center, 011  
Resource and Development Committee Meeting  
10 a.m. – Board and Administration Center, 011

Monday, December 9, 2024

5 p.m. – Board Dinner – Foundation and Alumni Center  
6 p.m. – Board Meeting – Board and Administration Center, 011

# LAKE LAND COLLEGE

## MEMO

**TO:** Dr. Josh Bullock  
President  
  
Jean Anne Highland  
Chief of Staff

**FROM:** Lynn Breer  
Director of Institutional Research and Reporting

**DATE:** May 21, 2024

**RE:** FY 2024 ICCB Program Review Report

As required by the Illinois Community College Board (ICCB), Lake Land College completes an annual review of programs on a five-year rotational basis and submits a mandatory detailed report to them. Below is a complete list of the programs reviewed this year. I respectfully request Board of Trustee approval for this year's report at the June meeting.

### PROGRAMS REVIEWED

Degree	Program
Associate in Applied Science	Accounting
Associate in Applied Science	Welding
Certificate	Accounting
Certificate	HVAC
Certificate	Welding
Certificate	DOC Practical Building Trades
Certificate	DOC Welding Technology

NDP	Welding
NDP	DOC Basic Welding
NDP	DOC Custodial Maintenance
NDP	DOC Fundamental Construction Skills
Academic Discipline Review	Physical and Life Sciences
Cross-Disciplinary Instruction	Developmental English Language Arts
Student & Academic Support Services	Financial Aid

# MEMO

**TO:** Dr. Josh Bullock, President  
**FROM:** Jennifer Hedges, Director of Financial Aid and Veterans Services  
**CC:** Dr. Valerie Lynch, VP for Student Services  
**DATE:** May 31, 2024  
**RE:** Second Reading of Proposed Changes to Board Policy 07.10.01

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At the May 2024 Board of Trustees meeting, a change in Board Policy 07.10.01 was presented for first reading to the board. We received no questions or concerns from the campus community. Therefore, I am respectfully requesting that the board approve the proposed changes to the policy as presented.

To reiterate, Lake Land College completed a Program Review with the Illinois Student Assistance Commission (ISAC) in February 2024. As a result of that review, it was recommended that we update our Satisfactory Academic Progress policy to better support our students in achieving the grade point average (GPA) required for graduation.

Concerns were cited with our policy as the current escalating scale does not require students to achieve a 2.0 GPA until they have attempted 56 or more credit hours. Many of our academic programs (certificate and non-degree) are completed in much less than 56 credit hours. I would recommend that we revise the GPA portion of our policy to better support our students in successful completion of their academic program(s) and to more accurately align with federal regulation.

The following chart displays the suggested revision:

Minimum GPA	Credit hours attempted
1.6	0-15
1.8	16-29
2.0	30+

Thank you for your time and consideration.

## Financial Aid Standards of Satisfactory Progress

In accordance with United States Department of Education regulations, Lake Land College is required to establish satisfactory progress standards for federal and state financial aid recipients. These standards ensure that only those recipients demonstrating satisfactory progress toward the completion of their educational objectives continue to receive financial aid assistance. These standards apply to all students, regardless of current or previous financial aid eligibility status.

### Satisfactory Progress

The Financial Aid Satisfactory Progress Standards are measured each semester and determined by a combination of the following elements:

1. Completion Rate

To continue financial aid eligibility, a student must successfully complete at least 67 percent of the student's official cumulative credit hour enrollment as determined at the end of the "add/drop" period.

Grades of "F", "W", "I", and "U" do not meet satisfactory progress standards. A course for which a passing grade was received may be repeated one time and will count once as completed and twice as attempted. Approved developmental/remedial credits for students enrolled in a program eligible for financial aid will be included in determining satisfactory progress.

2. Grade Point Average

All financial aid recipients must comply with the minimum standard for cumulative Grade Point Average (GPA) regardless if the student previously received financial aid at Lake Land College or any other institution of higher education. ~~Whether or not one has previously received financial aid, recipients must have attained an acceptable minimum grade point average (GPA) required by the College to remain in good academic standing. (See Board Policy 07.26~~

~~Academic Standing.)~~ The cumulative GPA for financial aid includes grades for all courses

attempted at Lake Land College, including developmental/remedial courses. [Lake Land College uses an escalating minimum GPA consistent with the school's graduation requirements.](#)

<u>Minimum GPA</u>	<u>Credit hours attempted</u>
<u>1.6</u>	<u>0-15</u>
<u>1.8</u>	<u>16-29</u>
<u>2.0</u>	<u>30+</u>

### 3. Maximum Timeframe

Regardless of any combination of course work attempted at Lake Land College, a student may not receive financial aid beyond 150 percent of the student's official academic program as measured in semester hours. Attempted credits include all earned, unearned, repeated, and transfer credits. All attempted credits count toward this limit even if financial aid was not received, or the student changes programs or pursues multiple or additional degrees.

### 4. Warning, Suspension, and Reinstatement

A financial aid recipient not meeting GPA or Completion Rate satisfactory progress standards will be notified and placed on financial aid warning for their next term of enrollment.

A student on warning status who does not then meet satisfactory progress standards following the next term of enrollment will be notified and placed on financial aid suspension and lose financial aid. A student suspended from receiving financial aid must meet the GPA and Completion Rate elements previously described to regain eligibility or follow the appeal procedure. There is no warning status for maximum timeframe; students who reach the 150% maximum will be placed on financial aid termination and no longer be eligible for financial aid.

### Appeal Procedure

Because unusual circumstances may influence satisfactory progress, students may file an appeal. Complete details for the appeal procedure

are available from the Financial Aid Office. An in-person conference with a financial aid advisor is required prior to filing an appeal. Decisions of the Financial Aid Satisfactory Progress Review Board are final. A student may appeal only one time for each element.

Programs Covered

Financial Aid programs covered by this policy include: Illinois Monetary Award, Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, Federal Work-Study, Federal Direct Stafford Loan (subsidized and unsubsidized), and the Federal Parental Loan for Undergraduate Students.

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Adopted November 9, 1998  
Revised November 8, 1999  
Revised April 9, 2001  
Revised December 11, 2017  
Revised May 6, 2024

# MEMO

TO: Dr. Josh Bullock, President

FROM: Mr. John Woodruff, Vice President for Business Services

DATE: June 3, 2024

RE: April 2024 Financial Statement Summary

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Outlined below are the budgetary variances of note for the month of April for Fiscal Year 2024.

**Areas of Concern:**

- We are not experiencing any budgetary areas of concern through the first ten months of FY2024.

**Overall Variances:**

- *Revenue* – Total April 2024 revenue was \$1,510,920 resulting in a favorable variance of \$161,883 and an unfavorable YTD variance of \$166,875. In April, favorable increase in ICCB funds helped offset YTD unfavorable variances related to the reduced Fall 2023 enrollment and CPPRT funding continuing to trend less than we had anticipated.
- *Expenditures* – Total April 2024 expenditures were \$2,811,522 resulting in a monthly favorable variance of \$183,086 and a favorable YTD variance of \$3,867,787. Prudent operational expenditures are helping to maintain favorable budget performance.

**Revenue Variances:**

- *Local Sources* – An unfavorable variance exists of \$44,548 for the month and an unfavorable variance of \$878,534 YTD. CPPRT payments continue to trail the projected budget.
- *ICCB Credit Hour Grant* – We received \$678,518 in April 2024 resulting in a favorable variance of \$341,498 and an YTD favorable variance of \$1,143,912. The favorable variance in April is due to approximately 2X the anticipated payment. February and March were normalized at expected budget. With the current trend, we anticipate May and June would normalize.

- *ICCB Equalization Grant* – We received \$587,861 of equalization payments in April resulting in a favorable variance of \$14,809 for the month and a favorable YTD variance of \$148,092.
- *Tuition & Fees* – April yielded an unfavorable tuition monthly variance of \$3,547 and an unfavorable fee monthly variance of \$113,703 in fees. Year to date tuition is unfavorable \$761,317 and fees are unfavorable \$232,696. The unfavorable YTD balances, although improved with Spring enrollment, are still impacted by the Fall enrollment deficit.
- *Other State Sources* – The month to date variance in other state sources is favorable by \$16,890 with an YTD unfavorable variance of \$35,028. This is due to receiving lower than expected CTE funds.
- *Other Revenue* – Other revenue is unfavorable by \$49,517 for April 2024 and favorable by \$448,696 YTD.

#### ***Expenditure Variances:***

- *Salary & Wages (overall)* – Salary & Wages were favorable \$70,065 for the month of April 2024 and favorable YTD of \$1,529,628. Since the effect related to the timing of overload and adjunct pay, we have seen Salary & Wages normalize favorably in March and April.
- *Employee Benefits (overall)* – A favorable monthly variance in employee benefits exists in April 2024 of \$36,221 and a favorable YTD of \$171,217.
- *Instructional* – The Instructional expenditures had an unfavorable variance in April 2024 of \$23,249 and a favorable variance YTD of \$864,867.
- *Academic Support* – The Academic Support expenditures have an unfavorable variance of \$7,185 for the month of April 2024 and a favorable YTD variance of \$45,145.
- *Student Services* – The Student Services expenditures had a monthly favorable variance in April 2024 of \$20,558 and a favorable variance YTD of \$314,917. 73% of the favorable YTD balance is comprised of Salary & Wages favorable spend.
- *Public Service/Continuing Education* – Public Service/Continuing Education had a favorable variance in April 2024 of \$40,598 and a favorable variance YTD of \$421,383. The PS/CE team has controlled contractual and materials/supplies spend resulting in 35% of the total favorable balance.
- *Operations & Maintenance* – The Operations and Maintenance expenditures were \$80,998 favorable to budget in April 2024 and a favorable YTD variance of \$459,731. Lower actual utilities outlay continues to comprise a majority of the favorable YTD

balance. Delayed purchases/activity at Effingham Technology Center is a contributing factor.

- *Institutional Support* – The Institutional Support expenditures were \$71,365 favorable to budget in April 2024 and \$2,121,269 favorable to budget YTD. Ongoing reduced operational spending in multiple categories has resulted on the large YTD favorable balance.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area had no financial activity in April 2024 and maintained an unfavorable variance of \$359,526 YTD.

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

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

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance	% Current YTD Budget Variance	Previous YTD	FY23 Audited Numbers	FY24 Annual Budget
<b>Revenues:</b>										
70,035	114,583	(44,548)	Local Sources	11,414,621	12,293,154	(878,534)	-7.15%	11,245,450	11,745,262	12,522,321
678,518	337,020	341,498	ICCB Credit Hour Grant	4,514,114	3,370,202	1,143,912	33.94%	5,113,969	5,748,040	4,044,242
587,861	573,052	14,809	ICCB Equalization Grant	5,878,608	5,730,517	148,092	2.58%	5,446,083	6,535,300	6,876,620
54,182	37,292	16,890	Other State Sources	943,773	978,801	(35,028)	-3.58%	947,679	1,039,788	1,053,384
(5,830)	(2,283)	(3,547)	Tuition	7,871,695	8,633,013	(761,317)	-8.82%	7,390,705	7,387,982	8,632,290
19,123	132,826	(113,703)	Fees	3,999,616	4,232,313	(232,696)	-5.50%	3,663,606	3,693,382	4,428,591
107,031	156,547	(49,517)	Other Revenue	1,846,748	1,398,052	448,696	32.09%	1,592,458	2,248,695	1,612,595
-	-	-	Gift in Kind	-	-	-	0.00%	14,750	-	-
<b>1,510,920</b>	<b>1,349,038</b>	<b>161,883</b>	<b>Total Revenues</b>	<b>36,469,176</b>	<b>36,636,051</b>	<b>(166,875)</b>	<b>-0.46%</b>	<b>35,414,700</b>	<b>38,398,449</b>	<b>39,170,043</b>
<b>Expenditures:</b>										
<b>Instructional</b>										
1,039,081	1,036,026	(3,055)	Salary and Wages	10,068,594	10,328,654	(260,060)	2.52%	10,015,077	10,843,156	11,357,239
191,147	200,952	9,804	Employee Benefits	1,909,333	1,953,205	(43,872)	2.25%	1,763,316	2,029,504	2,468,069
69,523	64,950	(4,573)	Contractual Services	341,690	645,365	303,675	47.05%	349,534	411,644	647,065
48,043	27,309	(20,734)	General Materials and Supplies	638,770	715,519	76,749	10.73%	466,755	589,523	708,945
16,170	12,160	(4,010)	Travel and Meeting Expenses	68,353	142,457	74,104	52.02%	54,664	77,291	145,769
10,835	7,500	(3,335)	Fixed Charges	47,535	99,375	51,840	0.00%	47,717	56,816	99,375
7,347	10,000	2,653	Capital Outlay	124,973	179,540	54,567	30.39%	6,112	16,816	172,877
-	-	-	Other Expenditures	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	14,750	-	-
<b>1,382,145</b>	<b>1,358,896</b>	<b>(23,249)</b>	<b>Total Instructional</b>	<b>13,199,248</b>	<b>14,064,115</b>	<b>864,867</b>	<b>6.15%</b>	<b>12,717,926</b>	<b>14,024,750</b>	<b>15,599,339</b>
<b>Academic Support</b>										
55,440	53,486	(1,954)	Salary and Wages	556,404	560,414	4,010	0.72%	540,535	577,722	359,212
14,334	15,230	896	Employee Benefits	134,933	147,964	13,030	8.81%	109,491	126,263	61,120
-	-	-	Contractual Services	-	-	-	0.00%	-	6,450	-
3,856	4,429	574	General Materials and Supplies	198,687	214,842	16,155	7.52%	197,340	200,190	183,448
7,901	1,200	(6,701)	Travel and Meeting Expenses	27,751	39,700	11,949	30.10%	14,351	32,870	13,400
-	-	-	Fixed Charges	-	-	-	0.00%	-	-	-
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	-	-	-
<b>81,530</b>	<b>74,345</b>	<b>(7,185)</b>	<b>Total Academic Support</b>	<b>917,774</b>	<b>962,919</b>	<b>45,145</b>	<b>4.69%</b>	<b>861,716</b>	<b>943,494</b>	<b>617,180</b>
<b>Student Services</b>										
166,426	190,165	23,739	Salary and Wages	1,795,114	1,963,795	168,681	8.59%	1,527,985	1,811,654	2,243,554
47,048	53,558	6,510	Employee Benefits	457,751	520,314	62,563	12.02%	403,547	440,073	601,523
-	2,500	2,500	Contractual Services	10,906	12,040	1,134	9.42%	11,743	11,743	12,040
10,827	9,421	(1,406)	General Materials and Supplies	77,146	128,308	51,162	39.87%	56,141	99,535	118,172
14,467	3,533	(10,933)	Travel and Meeting Expenses	89,242	120,468	31,226	25.92%	44,297	72,623	107,177
-	-	-	Fixed Charges	-	-	-	0.00%	-	-	15,000
7,350	7,500	150	Other Expenditures	14,850	15,000	150	1.00%	14,350	14,350	-
<b>246,118</b>	<b>266,677</b>	<b>20,558</b>	<b>Total Student Services</b>	<b>2,445,008</b>	<b>2,759,925</b>	<b>314,917</b>	<b>11.41%</b>	<b>2,058,064</b>	<b>2,449,978</b>	<b>3,097,466</b>
<b>Public Service/Cont Ed</b>										
38,356	54,971	16,615	Salary and Wages	391,184	604,685	213,501	35.31%	364,792	404,069	714,628
4,190	10,648	6,458	Employee Benefits	63,753	103,447	39,695	38.37%	60,035	84,506	124,744
3,686	18,500	14,814	Contractual Services	29,644	95,000	65,356	68.80%	93,640	108,714	102,000
12,244	15,360	3,116	General Materials and Supplies	84,490	170,359	85,869	50.40%	55,109	72,238	177,663
1,141	1,772	631	Travel and Meeting Expenses	16,341	30,113	13,773	45.74%	9,692	13,487	32,891
8,388	8,908	520	Fixed Charges	86,606	95,180	8,575	9.01%	89,066	105,633	106,232
-	-	-	Capital Outlay	13,195	12,000	(1,195)	-9.96%	-	-	12,000
1,557	-	(1,557)	Other	4,190	-	(4,190)	0.00%	-	50	-
-	-	-	G/K	-	-	-	0.00%	-	-	-
<b>69,561</b>	<b>110,159</b>	<b>40,598</b>	<b>Total Public Service/ Cont Ed</b>	<b>689,402</b>	<b>1,110,785</b>	<b>421,383</b>	<b>37.94%</b>	<b>672,334</b>	<b>788,698</b>	<b>1,270,158</b>
<b>Operations &amp; Maintenance</b>										
88,228	104,698	16,470	Salary and Wages	981,685	1,150,311	168,626	14.66%	881,289	1,049,240	1,361,220
32,379	39,295	6,916	Employee Benefits	337,864	381,756	43,891	11.50%	299,694	346,178	460,345
103,108	69,269	(33,839)	Contractual Services	652,419	360,889	(291,529)	-80.78%	241,274	297,189	388,534
18,120	57,500	39,380	General Materials and Supplies	243,973	247,000	3,027	1.23%	246,234	342,919	224,782
255	87	(169)	Travel and Meeting Expenses	255	2,117	1,861	87.94%	321	321	1,490
1,100	750	(350)	Fixed Charges	17,242	12,500	(4,742)	-37.94%	18,774	14,174	99,000
120,257	167,907	47,650	Utilities	1,162,224	1,467,565	305,341	20.81%	908,466	1,113,044	1,732,879
-	-	-	Capital Outlay	660	183,915	183,255	99.64%	4,396	4,396	-
60	5,000	4,940	Contingency Funds	-	50,000	50,000	100.00%	-	-	4,796
-	-	-	G/K	-	-	-	0.00%	-	-	60,000
<b>363,507</b>	<b>444,505</b>	<b>80,998</b>	<b>Total Operation and Maint</b>	<b>3,396,323</b>	<b>3,856,053</b>	<b>459,731</b>	<b>11.92%</b>	<b>2,600,446</b>	<b>3,167,461</b>	<b>4,333,046</b>
<b>Institutional Support</b>										
312,609	330,859	18,250	Salary and Wages	2,913,129	3,627,879	714,750	19.70%	2,704,416	3,704,402	4,280,633
100,195	105,830	5,636	Employee Benefits	1,019,436	987,601	(31,835)	-3.22%	931,630	1,643,702	1,255,711
82,426	124,441	42,015	Contractual Services	1,338,428	1,964,210	625,782	31.86%	1,073,349	1,313,548	1,877,635
51,828	33,232	(18,596)	General Materials and Supplies	781,659	1,632,768	851,110	52.13%	1,420,297	1,697,994	2,035,050
29,149	36,893	7,743	Travel and Meeting Expenses	134,398	180,315	45,917	25.46%	113,374	116,193	146,577
1,250	2,000	750	Fixed Charges	15,255	219,832	204,577	93.06%	195,442	196,727	217,741
556	-	(556)	Capital Outlay	818,099	180,000	(638,099)	100.00%	45,178	779,132	290,000
81,588	106,771	25,182	Contingency Funds	851,992	992,533	140,540	14.16%	562,085	676,921	1,443,976
8,515	-	(8,515)	Other	614,391	503,375	(111,016)	100.00%	272,039	1,844,651	49,075
544	-	(544)	Strategic Initiatives	80,456	400,000	319,544	79.89%	14,986	17,458	-
-	-	-	One Time Budget Requests	-	-	-	0.00%	796,470	-	-
<b>668,661</b>	<b>740,026</b>	<b>71,365</b>	<b>Total Institutional Support</b>	<b>8,567,243</b>	<b>10,688,512</b>	<b>2,121,269</b>	<b>19.85%</b>	<b>8,129,264</b>	<b>11,990,727</b>	<b>11,596,398</b>
-	-	-	Scholarships, grants, waivers	520,092	160,566	(359,526)	-223.91%	559,313	604,342	1,228,566
<b>2,811,522</b>	<b>2,994,608</b>	<b>183,086</b>	<b>Total Expenditures</b>	<b>29,735,090</b>	<b>33,602,876</b>	<b>3,867,787</b>	<b>11.51%</b>	<b>27,599,064</b>	<b>33,969,451</b>	<b>37,742,153</b>
<b>(1,300,602)</b>	<b>(1,645,570)</b>	<b>344,968</b>	<b>Revenue Less Expenditures</b>	<b>6,734,086</b>	<b>3,033,174</b>	<b>3,700,912</b>	<b>122.01%</b>	<b>7,815,636</b>	<b>4,428,998</b>	<b>1,427,890</b>
-	-	-	Transfers Out:	-	-	-	0.00%	-	1,717,310	1,427,890
<b>(1,300,602)</b>	<b>(1,645,570)</b>	<b>344,968</b>	<b>Excess of Revenues over Expenditures &amp; Transfers</b>	<b>6,734,086</b>	<b>3,033,174</b>	<b>3,700,912</b>	<b>122.01%</b>	<b>7,815,636</b>	<b>2,711,688</b>	<b>0</b>

<b>Current Month</b>	<b>Current Month</b>	<b>Variance</b>		<b>Current YTD</b>	<b>Current YTD</b>	<b>Current YTD</b>
	<b>Budget</b>			<b>Actual</b>	<b>Budget</b>	<b>Budget Variance</b>
1,700,139.59	1,770,204.63	70,065.04	Salary and Wages	16,706,109.62	18,235,738.05	1,529,628.43
389,292.24	425,512.74	36,220.50	Employee Benefits	3,923,069.86	4,094,287.03	171,217.17
258,742.75	279,659.75	20,917.00	Contractual Services	2,373,085.90	3,077,504.17	704,418.27
144,917.82	147,251.11	2,333.29	General Materials and Supplies	2,024,724.52	3,108,795.73	1,084,071.21
69,082.81	55,644.80	(13,438.01)	Travel and Meeting Expenses	336,340.07	515,170.74	178,830.67
21,572.70	19,157.50	(2,415.20)	Fixed Charges	166,637.28	426,886.50	260,249.22
120,256.74	167,906.53	47,649.79	Utilities	1,162,224.25	1,467,565.27	305,341.02
7,902.72	10,000.00	2,097.28	Capital Outlay	956,926.32	555,455.00	(401,471.32)
81,648.27	111,770.71	30,122.44	Contingency Funds	851,992.36	1,042,532.83	190,540.47
16,409.49	7,500.00	(8,909.49)	Other Expenditures	1,233,979.44	918,375.00	(315,604.44)
2,809,965.13	2,994,607.77	184,642.64	<b>Total</b>	29,735,089.62	33,442,310.32	3,707,220.70

**Lake Land College**  
*FY2024 Salary, Wage & Benefits Detail*

<b>Salary &amp; Wages</b>	<b>Year to Date</b>			<b>FY2024 Budgeted</b>	<b>FY24 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	\$10,068,594	\$10,328,654	\$260,060	\$11,357,239	\$10,696,673	\$11,357,239	\$660,566
Salary and Wages - Acad. Support	\$556,404	\$560,414	\$4,010	\$359,212	\$612,386	\$359,212	(\$253,174)
Salary and Wages - Stud. Svcs	\$1,795,114	\$1,963,795	\$168,681	\$2,243,554	\$2,220,533	\$2,243,554	\$23,021
Salary and Wages - Public Svc.	\$391,184	\$604,685	\$213,501	\$714,628	\$628,314	\$714,628	\$86,314
Salary and Wages - Maintenance	\$981,685	\$1,150,311	\$168,626	\$1,361,220	\$1,212,400	\$1,361,220	\$148,820
Salary and Wages - Inst. Support	\$2,913,129	\$3,627,879	\$714,750	\$4,280,633	\$3,980,226	\$4,280,633	\$300,407
<b>Total Salary and Wages</b>	<b>\$16,706,110</b>	<b>\$18,235,738</b>	<b>\$1,529,628</b>	<b>\$20,316,486</b>	<b>\$19,350,532</b>	<b>\$20,316,486</b>	<b>\$965,954</b>

<b>Employee Benefits</b>	<b>Year to Date</b>			<b>FY2024 Budgeted</b>	<b>FY24 Projections</b>		
	<b>Actual</b>	<b>Budgeted</b>	<b>Variance</b>		<b>Projected Actual</b>	<b>Budgeted</b>	<b>Variance</b>
Employee Benefits - Instructional	\$1,909,333	\$1,953,205	\$43,872	\$2,468,069	\$1,692,455	\$2,468,069	\$775,614
Employee Benefits - Acad. Support	\$134,933	\$147,964	\$13,030	\$61,120	\$138,889	\$61,120	(\$77,769)
Employee Benefits - Stud. Svcs	\$457,751	\$520,314	\$62,563	\$601,523	\$484,081	\$601,523	\$117,442
Employee Benefits - Public Svc.	\$63,753	\$103,447	\$39,695	\$124,744	\$92,956	\$124,744	\$31,788
Employee Benefits - Maintenance	\$337,864	\$381,756	\$43,891	\$460,345	\$380,796	\$460,345	\$79,549
Employee Benefits - Inst. Support	\$1,019,436	\$987,601	(\$31,835)	\$1,255,711	\$1,248,072	\$1,255,711	\$7,639
<b>Total Employee Benefits</b>	<b>\$3,923,070</b>	<b>\$4,094,287</b>	<b>\$171,217</b>	<b>\$4,971,512</b>	<b>\$4,037,249</b>	<b>\$4,971,512</b>	<b>\$934,263</b>

# MEMO

TO: Dr. Josh Bullock, President  
FROM: Ike Nwosu, Vice President for Academic Services  
CC: Madge Shoot, Comptroller  
DATE: June 4, 2024  
RE: Approvals to Surplus Lifts for the Automotive Program

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The Automotive Program requests approval to surplus the three lifts used by the automotive program for instruction.

The current lifts have significant age and safety issues, having been in use for many years. They have been rebuilt twice and now pose a potential safety hazard in their continued use as instructional equipment.

The equipment to be declared as surplus are as follows:

- Two (2) Forward Manufacturing model # DP10a: Serial #: 143 FH 3709, 143 FH 3710 - purchased between 15 and 20 years ago.
- One (1) Benwil model # TPO-7: Serial #: 6402 - purchased in 1987.

The Automotive Program will return in July with a request to purchase replacements for these lifts after the bidding process. It is the intent to have the winning bid include the removal of the old lifts and the installation of the new lifts.

I respectfully seek the Board's approval to surplus the identified lifts and to dispose of them in a manner most beneficial to the college.

**LAKE LAND**  
**COLLEGE**

# MEMO

**To:** Dr. Josh Bullock, President  
**From:** John Woodruff, Vice President for Business Services  
**Date:** May 29, 2024  
**Subject:** Proposed Lease with Pana Community Unit School  
District #8

**Memo**

---

Attached, please find a proposed one-year lease agreement between the College, as Lessee, and the Pana Community Unit School District #8, as Lessor, for the period of July 1, 2024, through June 30, 2025. This lease agreement is for property located at 600 East First Street, Pana, Illinois. I respectfully request that the Board approve this lease.

Attachment

## LEASE

This Lease made and entered into this 24<sup>th</sup> day of June, 2024, by and between Pana Community Unit School District No. 8 (hereinafter "Lessor") and Lake Land College (hereinafter "Lessee"), WITNESSETH:

In consideration of the rents, covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PREMISES:**

Lessor hereby leases, demises and lets unto Lessee, and Lessee does hereby lease and rent from Lessor, on the terms, agreements, covenants and conditions hereinafter set forth, the following described premises, situated at 600 East First Street, Pana, Christian County, Illinois, to-wit:

The entire 8,000 sq. ft. of available space inclusive of both the original 2,000 sq. ft. of space and the new addition that is 6,000 sq. ft. The Lessee agrees to allow the Lessor to use up to 2,000 sq. ft. of space for its Adult Education Program until which time the Lessee takes over the grant for the current Pana C.U.S.D. #8 Adult Education Program.

(hereinafter sometimes the "premises" or the "demised premises").

2. **LEASE TERM:**

a. The initial term of this Lease shall be for a period of one (1) year, commencing on the 1<sup>st</sup> day of July, 2024, and expiring on the 30<sup>th</sup> day of June, 2025, without notice by either Lessor or Lessee, any custom, usage, practice, law, statute or ordinance to the contrary notwithstanding.

b. Lessor may, at Lessor's sole discretion, grant to Lessee the option to renew this Lease at the conclusion of the initial term for a period of one (1) year, commencing on the 1<sup>st</sup> day of July, 2025, and expiring on the 30<sup>th</sup> day of June, 2026, upon the same terms, agreements, covenants, and conditions as contained herein.

3. **RENT:**

Rent for the one (1) year term of this Lease shall be Nine Thousand and 00/100 Dollars (\$9,000.00). Seven Hundred Fifty and 00/100 Dollars (\$750.00) per month, which rent shall be paid in advance on or before the first day of the term, by check payable to the order of Lessor at 14 East Main, P.O. Box 377, Pana, IL 61557, or at such other address as Lessor may designate.

4. **LESSEE'S USE OF THE PREMISES:**

During the initial term of this Lease and any renewal term, Lessee shall use the demised premises for community college classrooms, office space, and related uses, and shall comply with all applicable laws and ordinances of all governmental authorities having jurisdiction thereof.

5. **UTILITIES:**

During the initial term of this Lease and any renewal term hereof, Lessee agrees to pay all utility costs for electricity, water and sewage, trash removal and all other utilities or services used by Lessee, and for the portion of the building which shall remain occupied by Lessor.

6. **MAINTENANCE, REPAIRS AND IMPROVEMENTS:**

a. **Maintenance.** Lessee agrees to keep and maintain the demised premises in a clean, neat, safe and orderly condition. All external maintenance shall be the responsibility of the Lessor and this shall include the parking lot, lawn care, and snow removal.

b. **Improvements.** Lessee shall not make, or suffer to be made, any alterations, repairs or improvements to the demised premises, without first obtaining the signed, written consent of Lessor. Lessee agrees to keep the demised premises free and clear of any and all liens arising out of any work performed or material furnished to or by, or obligations incurred by Lessee. If Lessee or its agents, servants, guests, invitees, patrons or employees damage the demised premises or any of the common areas, Lessee agrees to immediately repair the same.

c. **Health/Life Safety Repairs.** Lessor shall be solely responsible for the cost of any needed alteration or reconstruction for fire prevention, safety, energy conservation, disability accessibility, school security, and specified repair purposes, when such purposes and expenditures have been approved by the Lessor's architect, the Regional Superintendent of Schools, and the State Superintendent of Education.

7. **TRADE FIXTURES:**

Lessee shall have the right to install and maintain in and on the demised premises such trade fixtures and other equipment as it shall deem necessary to the conduct of its business, all of which shall remain the property of Lessee and may be removed by Lessee at any time.

8. **INSURANCE:**

a. **Fire and Extended Coverage.** Lessor shall be responsible for maintaining fire and extended coverage insurance on the demised premises, in policy limits it deems appropriate, and Lessee shall have no responsibility as to such insurance. Lessee shall maintain fire and extended coverage insurance on its contents located

in or upon the demised premises, and Lessor shall have no responsibility as to such insurance or damage or loss that may occur thereto.

- b. **Liability Insurance.** During the term hereof, Lessee agrees to obtain and maintain liability insurance covering the use and ownership of the demised premises. Lessee agrees that said liability insurance shall be in amounts of not less than \$1,000,000 per person, and \$2,000,000 for each occurrence in the aggregate for bodily injury, and \$100,000 property damage. Such policies shall name Lessee, Lessor, Lessor's successors and assigns and Lessor's mortgagees, if any, as insureds thereunder.
  
- c. **Insurance Policies.** Lessee agrees to pay all insurance premiums on the policies it is herein required to maintain hereunder, when due and prior to delinquency, and upon request, to furnish Lessor with a copy of such insurance policies, together with certifications by the insurers that said policies are in full force and effect. All such policies shall contain a provision that no termination of the coverage or change of policy shall be effective without first giving Lessor thirty (30) days advance notice.
  
- d. **Cross Waivers of Subrogation.** Lessor hereby releases Lessee, and Lessee hereby release Lessor, said release to apply and extend to each party's successors and assigns, from and against any and all claims, demands, liabilities or obligations whatsoever for damage to the property or loss of rents or profits of either releasing party, resulting from or in any way connected with any fire, accident, or other casualty on the demised premises, whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of either party, or any successor or assignee of either of them, or by any agent, associate or employee of either of them, if such damage or loss results from a peril insured against under any insurance contract which at the time of such damage or loss does not prohibit waiver of subrogation rights prior to a loss thereunder.

9. **LOSS AND INDEMNITY:**

Lessee covenants and agrees to defend, indemnify and hold Lessor harmless of and from any all losses, liabilities, damages, injuries, claims, demands, suits, actions and causes of action, whether for personal injury or property damage, costs and expenses of every kind, nature and description, whether or not covered by insurance, including legal fees and defense costs of Lessee and Lessee's employees, agents, guests, customers and invitees, suffered in, upon or about the demised premises, or arising out of or relating in any way to Lessee's or Lessee's employee's, agent's, guests, customer's or invitee's use, operation of or presence in or on the demised premises during the term of this Lease.

10. **CASUALTY:**

In the event the demised premises shall be damaged by fire, flood, windstorm, earthquake or any other casualty to such an extent that the premises cannot be restored to as good a condition as it was prior to such damage within ninety (90) days thereafter, either Lessor or Lessee shall have the right to cancel and terminate this Lease, in which event rents shall be adjusted as of the date of the damage or destruction; and if neither party exercises such right to cancel this Lease within thirty (30) days after such damage, or such repairs can be made within a period of ninety (90) days, Lessor agrees to repair the demised premises with due diligence, and until such repairs are completed, all rentals payable hereunder shall abate, unless Lessee shall continue to use at least fifty percent (50%) of the floor area of the demised premises, in which event the rental shall be reduced to an amount proportionate to the undamaged floor space used by Lessee during such repair period.

**11. LESSEE'S BREACH OF COVENANT:**

- a. In the event Lessee shall fail to pay the rent as herein provided when it becomes due and/or shall fail to perform any of the covenants and agreements of this Lease, the performance of which is herein required of Lessee, then the Lessee shall be in breach of this Lease and Lessor, in addition to whatever other rights against Lessee it may have, shall have the right to demand the remedying of said breach or breaches by serving written notice on Lessee, and if at the expiration of five (5) days from the service of said notice, Lessee has not remedied said breach or breaches, then Lessor shall have the right to re-enter the demised premises, repossess the said premises, evict Lessee and/or others therein, remove and/or distrain the property of Lessee therein, and in the discretion of Lessor, re-let the demised premises. Lessor shall have all other rights and remedies as may be available at law or in equity, including specific performance. Repossession made by Lessor as provided in this paragraph shall not relieve Lessee from the payment of rent during the unexpired portion of the term of this Lease; but in the event Lessor re-lets the demised premises after such repossession and prior to the expiration of this Lease, Lessee's liability for rent shall be credited with all rent received by Lessor from said re-letting from the time of re-letting to the expiration of this Lease, except Lessee shall receive no surplus over and above its liability for rent. Waiver by Lessor of any breach of this Lease, whether in a single instance or repeatedly, shall not be construed as a waiver of its rights under this Lease because of similar or additional breaches. Further, such waiver shall not in any manner be construed as a waiver by Lessor of Lessee's obligation to strictly adhere to the terms and conditions of this Lease, nor as a waiver of any claim for damages or other remedy by reason of such breach.
- b. In the event Lessor shall fail to perform any of the covenants and agreements of this Lease, the performance of which is herein required of Lessor, then Lessor shall be in breach of this Lease and the Lessee, in addition to whatever other rights against Lessor it may have, shall have the right to demand the remedying of said breach or breaches by serving written notice on Lessor, and if at the expiration of five (5) days from the service of said notice, Lessor has not

remedied said breach or breaches, then Lessee shall have the right to terminate this Lease. Lessee shall have all other rights and remedies as may be available at law or in equity.

**12. HAZARDOUS SUBSTANCES:**

Lessee represents and warrants that it will not keep, dispose of or release any "Hazardous Substance" (as hereinafter defined) upon, in or at the demised premises. Nor will it keep, dispose of or release any asbestos, polychlorinated biphenyls (PCB's), lead base paints or petroleum products, including crude oil, or any fraction of it, and any natural gas, natural gas liquids, synthetic gas, and liquefied natural gas on the premises, except in accordance with applicable law. For purpose of this paragraph 16, the term "Hazardous Substance" means any substance which is a hazardous substance as defined by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, and amendments thereto.

**13. RULES OF PUBLIC OFFICERS:**

Lessee agrees to comply with the rules, regulations, orders, laws, statutes and ordinances of the duly constituted public authorities governing the use and occupancy of the demised premises. Lessee agrees, at its expense, to obtain any license, permit or approval required for Lessee's occupancy and use of the demised premises.

**14. ATTORNEYS' FEES:**

Breach of this Lease, or any extension or renewal thereof, by Lessee shall entitle Lessor to claim and recover as damages all reasonable costs, attorneys' fees and expenses incurred in connection with the enforcement of this Lease.

**15. INSPECTION BY LESSOR:**

Lessor and Lessor's designees, agents, representatives, servants and employees shall have the right to enter the demised premises at all reasonable times to inspect and examine the demised premises and to make repairs for the preservation or maintenance of the demised premises which Lessee has failed to make.

**16. INSPECTION BY LESSEE/SURRENDER:**

a. Lessee, prior to taking possession of the premises, shall be satisfied with the condition thereof, and the taking of possession shall be conclusive evidence against Lessee that the premises were in satisfactory condition when Lessee took possession.

b. Lessee shall quit and surrender the demised premises at the end of the term hereof, or any renewal thereof, in a clean and good condition, normal wear and tear excepted. Should Lessee fail to vacate the premises at the termination of this Lease, either at the

end of a term or upon prior termination, the maximum charge permitted by law shall be due and payable to Lessor for every day, or fraction of each day, past the termination date.

**17. SUBLET AND ASSIGNMENT:**

This Lease may not be assigned, nor the demised property sublet or assigned in whole or in part by the Lessee without first receiving the signed written consent of Lessor.

**18. TIME OF THE ESSENCE:**

The time for performance of the obligations of the parties is of the essence of this Lease.

**19. SUCCESSION OF OBLIGATIONS:**

The covenants and agreements contained herein shall be obligatory upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that nothing herein contained shall permit the Lessee to assign this Lease without the prior written consent of Lessor.

**20. CHOICE OF LAW & SEVERABILITY:**

This Lease shall be construed pursuant to the laws of the State of Illinois. If any portion or section of this Lease should be determined illegal, invalid or unenforceable by a court of competent jurisdiction, said determination shall not effect or abrogate the remainder of this Lease, which shall remain in full force and effect.

**21. NOTICES:**

Notices hereunder shall be in writing and, except as otherwise herein provided, shall be effective upon hand delivery thereof, or by the mailing thereof by Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

<b>LESSOR:</b>	<b>LESSEE:</b>
Superintendent	President
Pana Community Unit School	Lake Land College
District No. 8	5001 Lake Land Blvd.
14 East Main, P.O. Box 377	Mattoon, IL 61938
Pana, IL 62557	

or at such other address as may from time to time be designated by either party by like notice to

the other party.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the foregoing Lease on the day and year first written above.

**LESSOR:**

**BOARD OF EDUCATION,  
PANA COMMUNITY UNIT  
SCHOOL DISTRICT NO. 8**

By: \_\_\_\_\_  
          **Its President**

**ATTEST:**

\_\_\_\_\_  
          **Its Secretary**

**LESSEE:**

**BOARD OF TRUSTEES,  
LAKE LAND COLLEGE-  
COMMUNITY COLLEGE  
DISTRICT 517**

By: \_\_\_\_\_  
          **Its \_\_\_\_\_**

**ATTEST:**

\_\_\_\_\_  
          **Its \_\_\_\_\_**

LAKE LAND  
COLLEGE

# MEMO

**To:** Dr. Josh Bullock, President  
**From:** John Woodruff, Vice President for Business Services  
**Date:** May 16, 2024  
**Subject:** Lease Renewal Agreement with Local Workforce  
Innovation Area #23

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Attached, please find a proposed lease renewal agreement between the College, as Lessor, and the Local Workforce Innovation Area #23, as Lessee, for the period of July 1, 2024, through June 30, 2025. This lease agreement is for property located on Campus at the Workforce Development Center. The College is leasing out 431 square feet at \$15 per square foot as the College is agreeing to all maintenance, utilities and services related to the property.

I respectfully request that the Board approve this lease.

Attachment

## Facility Lease Agreement

This lease, made this \_\_\_\_\_ 2024, in Mattoon, Illinois, by and between Lake Land College of Mattoon, Illinois, hereinafter referred to as Lessor, and Local Workforce Innovation Area 23, hereinafter referred to as Lessee.

### WITNESSETH:

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

The term of this lease shall be deemed to have commenced upon the 1<sup>st</sup> day of July, 2024, and shall terminate on the 30<sup>th</sup> day of June, 2025. Notwithstanding the foregoing, unless written notice is given to the party desiring to terminate this lease to the other party sixty (60) days prior to the end of the lease then this lease shall extend for an additional year on the same terms and conditions. Lessee may be allowed to terminate for lack of federal funding.

2. Lessee agrees to use and occupy the premises for the purpose of operating a Workforce Innovation Act and Trade Adjustment Assistance.

3. Lessee agrees to pay to Lessor as rent for the premises the sum of \$1,616.25 per quarter, payable on the first day of every quarter of the term herein, the time of each such rental payment being of the essence of this agreement. Payment of rent is to be made to 5001 Lake Land Boulevard, Mattoon, Illinois 61938 or at such other place as Lessor may from time to time direct.

4. All cost of maintaining of the interior of the office building, including the furnace, air conditioner, plumbing and light fixtures shall be paid by the Lessor.

5. Lessor shall be responsible for janitorial service, trash removal, and snow removal.

6. Lessor shall be responsible for utilities, including gas, electricity, water and sewer.

7. All expense of maintenance of the exterior of the building, including lawn care, shall be the responsibility of the Lessor.

8. Lessee accepts "premises" with their appurtenances and fixtures in their present condition, and, upon termination of its Lease, will surrender the "premises" in as good order and condition, as when received, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty accepted.

9. Should a substantial portion of the leased premises, or of the property of which it is a part, be substantially damaged by fire or other casualty or be taken by eminent domain, the Lessor, may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for the intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if:

(a) the Lessor fails to give written notice within thirty (30) days of intention to restore leased premises, or

(b) the Lessor fails to restore the leased premises to the condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

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

10. Lessee agrees not to assign this Lease nor sublet the "premises" or any part thereof without the prior written consent of the Lessor, which consent may be granted or withheld in Lessor's absolute discretion. The ban as to subleasing the subject "premises" does not apply to the sublease to the Lessor by the Lessee attached hereto and incorporated herein by reference and dated that same date herein. Subletting or assignment of this lease by Lessee shall not release Lessee from any part of his obligations under this Lease and acceptance of an assignment of this Lease, or sublease of the "premises", by any person, shall be construed as a promise on the part of such assignee or Sub-Lessor to be bound by and perform all of the agreements of Lessee herein contained.

11. Lessee agrees not to make any contract for the construction, repair, or improvement of, or, to, the "premises", or any part thereof, or for any work to be done or materials furnished on or to the "premises", or any part thereof, without the prior written consent of Lessor, and without providing in such contract or agreement that no lien of mechanics or materialman shall be created or shall arise against the leased "premises", building, or improvements at any time located on said "premises".

12. This Lease may be terminated by either party at their election in the event of the breach by the other party of any of the agreements herein contained, unless said breaching party cures such breach within thirty (30) days of notice thereof from the other, except that Lessor may terminate this Lease for non-payment of rent on thirty (30) days written notice to Lessee.

13. A waiver by Lessor of any one instance of default by Lessee in the performance of any provision of its Lease shall not be construed as a waiver of any other prior or

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

14. The rights and remedies of the Parties under this Lease are not exclusive, but shall be cumulative, and to exercise of any right or remedy by a Party shall not prevent the exercise of any other right or remedy by the Party, whether provided for by this Lease or by law.

15. All of the agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, and permitted successors and assigns pursuant to paragraph 14 above, of the respective Parties hereto.

16. This Lease shall be executed in duplicate, each such executed copy to be considered an original.

17. Lessee agrees, at the expiration, or earlier termination, of this Lease, and without notice or demand, to give peaceable possession of the premises to Lessor.

18. In the event of default by either party, in the terms of this Lease, the defaulting party shall pay the other parties reasonable attorney fees and Court costs necessarily incurred for enforcement of the terms of the Lease.

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

Lake Land College

Local Workforce Innovation Area 23

\_\_\_\_\_  
Print Authorized Agent of Lessor

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Signature

# MEMO

TO: Dr. Jonathan Bullock, President

FROM: Tom Moll, Coordinator of Behavioral Health

CC: Valerie Lynch, Vice President of Student Services

DATE: May 16, 2024

RE: Approval for TalkCampus to replace TimelyCare

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TimelyCare's agreement with Lake Land College is scheduled to end July 30, 2024. With a reduction of the Mental Health Early action on Campus grant by nearly 67%, it is recommended we select a new provider for our online mental health student wellness program.

I have recently dedicated a lot of time and research into alternatives that both meet the requirements of the MHEAC grant and remain within budget. TalkCampus offers online mental health services on demand to students and has a built-in portion to train student peer support "Campus Buddy" volunteers/workers. This would meet multiple areas of the MHEAC grant while enhance student to student support.

Parkland College utilizes TalkCampus and is thrilled with the results. I have attended online meetings with Parkland College who have demonstrated how TalkCampus has enhanced student wellness and support the last fiscal year.

Total cost is \$21,738 for a 3-year agreement. One year of TimelyCare was just over \$76,000. ICCB has given permission to purchase this subscription with remaining FY 24 MHEAC funds. This would be a significant cost savings while still providing critical mental health services to our students. No funds would be needed from FY 25. While the subscription would need to be purchased prior to June 30, TalkCampus would not begin until August 1.

I recommend Lake Land College to transition to TalkCampus for online mental health support and in person peer support. Please feel free to reach out if further information is needed.



# Subscription Agreement

**Created by**

**TalkLife**

**Prepared for**

Lake Land College

## **Contents**

### **TalkCampus**

- 1. Interpretation**
- 2. User subscriptions**
- 3. Services**
- 4. Data Protection**
- 5. TalkLife's obligations**
- 6. Customer's obligations**
- 7. Charges and payment**
- 8. Proprietary rights**
- 9. Confidentiality**
- 10. IP indemnity**
- 11. Disclaimer**
- 12. Limitation of liability**
- 13. Term and termination**
- 14. Force majeure**
- 15. Conflict**
- 16. Variation**
- 17. Waiver**
- 18. Rights and remedies**
- 19. Severance**
- 20. Entire agreement**
- 21. Assignment**
- 22. No partnership or agency**
- 23. Third party rights**
- 24. Notices**
- 25. Governing law**
- 26. Jurisdiction**

### **Schedule 1: Services & Subscription Fees**

**THIS AGREEMENT** is made between

## **Parties**

(1) **TalkLife Ltd**, incorporated and registered in England and Wales with company number 09104043 whose registered office is at Runway East Building, 1 Victoria Street, Bristol, England, BS1 6AA ("**TalkLife**");

(2) **Lake Land College** of 5001 Lake Land Boulevard, Mattoon, Illinois, United States, 61938 ("**Customer**").

## **Agreed terms**

### **1. Interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Authorised Users:** those students of the Customer who are authorised by the Customer to use the Services and for whom a valid User Subscription is in place.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.4.

**Data Protection Legislation:** all applicable laws and regulations from time to time in force relating to the protection of personal information, including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and any laws substituting, re-enacting or replacing any of the foregoing, as amended or updated from time to time.

**Effective Date:** upon both parties signing this agreement.

**GDPR:** The General Data Protection Regulation (Regulation EU 2016/679).

**Initial Subscription Term:** the initial term of this agreement being three years from the Effective Date.

**Normal Business Hours:** 9.00 am to 5.30 pm local UK time, each Business Day.

**Privacy Policy:** the TalkLife privacy policy applicable to the access and use of the Services by Authorised Users, available at <https://www.talkcampus.io/privacy-policy>

**Services:** the subscription services provided by TalkLife to the Customer under this agreement, as more particularly described in Schedule 1.

**Software:** the online software application provided by TalkLife as part of the Services.

**Subscription Fees:** the subscription fees payable by the Customer to TalkLife for the User Subscriptions, as set out in Schedule 1.

**Terms of Use:** the TalkLife terms of use applicable to the access and use of the Services by Authorised Users, available at <https://www.talkcampus.io/terms-and-conditions>

**User Subscriptions:** the user subscriptions purchased by the Customer (as detailed in Schedule 1) which entitle Authorised Users to access and use the Services in accordance with this agreement.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 A reference to this agreement includes its schedules, appendices and annexes (if any).

1.3 The table of contents, background section and any clause, schedule or other headings in this agreement are included for convenience only and shall have no effect on the interpretation of this agreement.

1.4 Unless the context otherwise requires, reference to a 'clause' shall be to a clause of the main body of this agreement and reference to a 'paragraph' shall be a reference to the relevant paragraph of a schedule.

1.5 A reference to a 'party' includes that party's personal representatives, successors and permitted assigns.

1.6 A reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.7 A reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.8 Words in the singular include the plural and vice versa.

1.9 Any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

1.10 A reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form.

1.11 A reference to any law or legislation is a reference to that law or legislation as amended, recast, replaced, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation.

## **2. User subscriptions**

2.1 Subject to the Customer paying the Subscription Fees, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, TalkLife hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the Subscription Term.

2.2 In relation to the Authorised Users, the Customer undertakes and agrees that the maximum number of Authorised Users that it authorises to access and use the Services shall not, without TalkLife's prior written agreement, exceed the expected number of User Subscriptions set out in Schedule 1.

2.3 The Customer acknowledges and agrees that the Terms of Use and Privacy Policy shall apply to Authorised Users' access and use of the Services.

## **3. Services**

3.1 TalkLife shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this agreement.

3.2 TalkLife shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance, which may be carried out at any time outside Normal Business Hours, provided that TalkLife shall endeavour to provide at least 5 Business Days' notice in advance of such maintenance, or maintenance as otherwise agreed by the parties; and

(b) unscheduled maintenance at any time for emergency reasons, provided that TalkLife has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

3.3 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services in order to build a product or service which competes with the Services; or

(c) subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or

(d) attempt to obtain, or assist third parties in obtaining, access to the Services, other than Authorised Users.

3.4 The Customer acknowledges and agrees that the provision of the Services and User Subscriptions is based on certain assumptions, as set out in Schedule 1 or otherwise agreed by the parties in writing. In the event of any significant changes, including a large increase in the number of individuals requiring access to the Services, or the scope of the Services, TalkLife reserves the right to require a formal change notice to be agreed and signed, including provision for an adjustment to the Subscription Fees payable by the Customer.

#### **4. Data Protection**

4.1 For the purposes of this clause, the following defined terms shall apply - "Controller", "Processor", "Data Subject", "Personal Data" and "Processing/process" and each shall have the meaning given in the Data Protection Legislation.

4.2 TalkLife agrees that they shall act as independent Controller in connection with any Personal Data input to the Services by Authorised Users. Each party shall comply with the Data Protection Legislation in connection with the performance of this agreement.

4.3 TalkLife shall ensure that it has in place appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing to ensure a level of security appropriate to the risk and harm that might result from such accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing of the Personal Data.

4.4 Each party shall:

(a) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the other party may require in relation to the fulfilment of its obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Legislation); and

(b) provide such information, co-operation and other assistance to the other party as the other party reasonably requires (taking into account the nature of processing and the information available) to ensure compliance with its obligations under Data Protection Legislation.

## **5. TalkLife's obligations**

5.1 TalkLife undertakes that the Services will be performed substantially in accordance with the description for the Services set out in Schedule 1, and with reasonable skill and care.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to TalkLife's instructions, or modification or alteration of the Services by any party other than TalkLife or TalkLife's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, TalkLife will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, TalkLife:

(a) does not warrant that the Customer's or its Authorised Users' use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained through the Services will meet the Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3 This agreement shall not prevent TalkLife from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

5.4 TalkLife warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

## **6. Customer's obligations**

The Customer shall:

(a) provide TalkLife with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by TalkLife,

in order to provide the Services;

(b) comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, TalkLife may adjust any agreed timetable or delivery schedule as reasonably necessary;

## **7. Charges and payment**

7.1 The Customer shall pay the Subscription Fees to TalkLife in accordance with this clause 7 and Schedule 1.

7.2 TalkLife shall invoice the Customer:

(i) on the Effective Date for the Subscription Fees and as set out in Schedule 1; and

(ii) subject to clause 13.1, on the first day of any Renewal Period as and when such Renewal Period commences,

and the Customer shall pay each invoice in full and cleared funds within 30 days of the date of such invoice.

7.3 If TalkLife has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies TalkLife may have:

(a) TalkLife may, without liability to the Customer, disable the Customer's passwords, accounts and access to all or part of the Services and TalkLife shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 1% over the then current base lending rate of TalkLife's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.4 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in USD

(b) are, subject to clause 12.4(b), non-cancellable and non-refundable;

(c) are exclusive of value added tax, which shall be added to TalkLife's invoice(s) at the appropriate rate.

7.5 The Customer agrees that the Subscription Fees may be increased by TalkLife in respect of each Renewal Period. TalkLife shall give the Customer at least 60 days' notice of any such increase and provide reasons for the increase on request.

## **8. Proprietary rights**

8.1 The Customer acknowledges and agrees that TalkLife and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

8.2 TalkLife confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

## **9. Confidentiality**

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body (for the purposes of that disclosure only).

9.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

9.4 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute TalkLife's Confidential Information.

9.5 This clause 9 shall survive termination of this agreement, however arising.

## **10. IP indemnity**

10.1 TalkLife shall defend the Customer against any claim that the Services infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) TalkLife is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to TalkLife in the defence and settlement of such claim, at TalkLife's expense; and
- (c) TalkLife is given sole authority to defend or settle the claim.

10.2 In the defence or settlement of any claim, TalkLife may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

10.3 In no event shall TalkLife, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than TalkLife; or
- (b) the Customer's or its Authorised Users' use of the Services in a manner contrary to the terms of this agreement, the Terms of Use, or any instructions given to the Customer by TalkLife; or
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from TalkLife or any appropriate authority.

10.4 The foregoing and clause 12.4(b) states the Customer's sole and exclusive rights and remedies, and TalkLife's (including TalkLife's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## **11. Disclaimer**

11.1 The Customer acknowledges and agrees that the Services provide a forum for interaction between Authorised Users and other individuals. Whilst TalkLife shall have in place reasonable monitoring mechanisms, it shall not be obliged to monitor or moderate all use of the Services and all communications and submissions made via the Services and cannot be responsible for the same.

11.2 The Services may include references and links to guidance and support, but that these are not intended to constitute professional advice or be solely relied upon by Authorised Users. The Customer acknowledges and agrees that TalkLife disclaims any liability for the same.

## **12. Limitation of liability**

12.1 This clause 12 sets out the entire financial liability of TalkLife (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this agreement;

- (b) in respect of any use made by the Customer of the Services or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results and outputs obtained from the use of the Services by the Customer and its Authorised Users, and for conclusions drawn from such use. TalkLife shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TalkLife by the Customer in connection with the Services, or any actions taken by TalkLife at the Customer's direction; and
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

12.3 Nothing in this agreement excludes the liability of TalkLife:

- (a) for death or personal injury caused by TalkLife's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.2 and clause 12.3:

- (a) TalkLife shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) TalkLife's total aggregate liability in contract (including any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid during the 12 months immediately preceding the date on which the claim arose.

### **13. Term and termination**

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or serves notice of administration, or has a receiver, manager or administrative receiver appointed over its assets or shall have a winding-up order made against it or shall go into liquidation (except for the purposes of a solvent amalgamation or reconstruction and in such manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on the predecessor company under this Agreement); or

(e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate;

(b) the Customer shall immediately cease, and procure that all Authorised Users cease, all access and use of the Services;

#### **14. Force majeure**

TalkLife shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of TalkLife or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of any suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

#### **15. Conflict**

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

#### **16. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **17. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### **18. Rights and remedies**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

#### **19. Severance**

19.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **20. Entire agreement**

20.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

20.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

## **21. Assignment**

21.1 The Customer shall not, without the prior written consent of TalkLife, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21.2 TalkLife may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

## **22. No partnership or agency**

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **23. Third party rights**

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **24. Notices**

24.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address or email addresses as may have been notified by that party for such purposes.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received 1 Business Day after the day it was sent.

## **25. Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**26. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date when the parties signed it.

## **Schedule 1: Services & Subscription Fees**

### **1. Services**

TalkCampus is an online global mental health support network allowing students access to instant, online support at any time of the day, for as long as needed and wherever they are.

We use world first machine learning and fully employed safeguarding teams to monitor in real time and launch interventions when required. If we detect that members are in a crisis we can launch platform interventions and escalate with minimal delay.

TalkCampus utilises peer support where users are encouraged to give and receive support from each other, further supported by student peer supporters who are recruited, trained and managed by the TalkCampus team.

TalkCampus will provide the following services (together the Services):

- 24/7 access to peer support available on the App Stores and web.
- A global audience connecting students worldwide with ongoing support.
- 24/7 Global safeguarding, signposting and moderation of student content.
- Trained peer supporter volunteers on hand to offer support.
- Tailored to your campus with existing student services shown within the application.
- Establish a plan and content for the launch of the TalkCampus services.
- Share quarterly de-identified reports that cover engagement, usage levels and sentiment analysis.

### **2. Subscription Fees**

Three year Agreement - \$21,738

### **3. Assumptions**

The TalkCampus network will provide Lake Land College with peer support coverage for 100% of their entire student population.

Lake Land College may also support the TalkCampus platform by providing a number of potential student volunteers to undergo the TalkLife Buddy training programme. Students have the opportunity to volunteer over a six-month commitment with a six week training programme.

**EXECUTED as an agreement**

**SIGNED** for and on behalf of **TalkLife Limited** by its duly authorised representative:

**SIGNED** for and on behalf of **Lake Land College** by its duly authorised representative:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Note:** By executing this agreement each signatory represents that he or she is authorised to sign on behalf of its entity.

# MEMO

TO: Dr. Jonathan Bullock, President

FROM: Tom Moll, Coordinator of Behavioral Health

CC: Dr. Valerie Lynch, Vice President of Student Services

DATE: May 20, 2024

RE: Approval to Renew the "Calm" App for Students

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Our subscription to the Calm App for students expires in early February 2025. The Mental Health Early Action on Campus Grant has the funds available to purchase the services from Calm for an additional year. While the FY 25 grant is scheduled to be reduced by nearly 67%, enough money exists in the FY 24 budget renew early for an additional year. ICCB has granted permission to renew existing subscriptions early.

The contract would remain available to 2,350 students. A cost of \$1.53 per month/student remains the same as last year. Calm typically has a slight rate increase yearly, yet has agreed to keep to cost the FY 24 rate if we renew early. Total cost is \$43,240 for an additional year. This would keep the renewal at the same rate as last year.

As reported in the December board meeting, students utilized a total of 52,869 minutes of services from Calm in Q3 of 2023. This quarter, a total of 60,864 minutes of Calm was utilized by students. An increase of 5.3 % has taken place in the past 12 weeks. Calm assists in meeting the needs of our student's mental health and provides a necessary wellness service to the campus. Providing Calm assists in meeting recommendations of the Mental Health Early Action on Campus grant.

I recommend Lake Land College continue the offering of Calm to our student body for an additional year. Please feel free to reach out if further information is needed.



Calm.com, Inc. (“Calm”)  
 555 Bryant Street, Suite 262  
 Palo Alto, California 94301 USA  
 Billing contact: [ar@calm.com](mailto:ar@calm.com)

PROPOSED BY

Name: Megan Chase

Email: [megan.chase@calm.com](mailto:megan.chase@calm.com)

Pricing Valid Until: February 7, 2025

<b>ORDER FORM # Q-21250</b>	<b>TYPE: Renewal Subscription</b>
Company Name (“Customer”): Lake Land College  Billing Address: 5001 Lake Land Blvd., Mattoon, Illinois 61938, United States  Billing Contact: Valerie Lynch <a href="mailto:vlynch@lakelandcollege.edu">vlynch@lakelandcollege.edu</a>	Address for notices: 5001 Lake Land Blvd., Mattoon, Illinois 61938, United States  Email address for notices:   Order Form Currency: USD

**SUBSCRIPTION INFORMATION**

Initial Term	Services	Subscription Cost (per Individual per year)	Initial Number of Individuals	Fees
February 7, 2025 - February 6, 2026	Calm Business	\$18.40	2,350	\$43,240.00

<b>Total Fees</b>	\$43,240.00
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<b>Services</b>	“Calm Business” means subscriptions to the Calm mobile application and related website that provides a variety of mental resiliency content and the associated Admin Console (the “Services”).
<b>Services Start Date</b>	February 7, 2025
<b>Term</b>	The initial term of this Order will commence on the Services Start Date and continue until February 6, 2026 (“Initial Term”). This Order will automatically renew for consecutive renewal one-year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to any renewal.
<b>Invoicing Frequency*</b>	Annually - 1 year
<b>Payment Terms</b>	Net 30

<b>Payment</b>	In the event multiple payments are specified in the Invoicing Frequency field, Customer will pay Calm the Total divided by the Invoicing Frequency and pay each such amount at the beginning of each annual Term (such periods calculated by dividing the duration of the term by the Invoicing Frequency).  Remittance details and instructions will be provided at the time of invoicing.
<b>Onboarding Method</b>	
<b>Professional Services Terms</b>	Non-Applicable
<b>Special Terms</b>	Customer will not make the Services available for use by any User under the age of 16 or to any student for any school purpose. In addition to the obligations under Section 11.2 - Customer Indemnification of the Agreement, Customer will defend and indemnify Calm from and against any claims, losses or damages to the extent arising from Customer’s breach of the preceding sentence. This defense and indemnification obligation will be exercised pursuant to the procedure specified in Section 11.3 - Indemnity Obligations of the Agreement. Sections 10.1 and 10.2 - Limitation of Liability and Exceptions of the Agreement are hereby amended to exclude such defense and indemnification obligation from the Agreement’s limitations of liability. For the avoidance of doubt, Customer will only provide access to the Services for Users 16 years and older.

<b>TERMS AND CONDITIONS</b>
<p>This Order is effective as of the date of the last signature below. This Order is subject to the Master Services Agreement in effect between Calm and Customer or, if no such agreement exists, the terms and conditions located at <a href="https://info.calm.com/rs/541-LYF-023/images/CalmMSA01.2023.pdf">https://info.calm.com/rs/541-LYF-023/images/CalmMSA01.2023.pdf</a> (such Master Services Agreement or online terms, the “<b>MSA</b>”). The MSA and this Order collectively constitute the Parties’ “<b>Agreement</b>.” Any capitalized terms that are used in this Order, but are not defined herein, have the meaning ascribed to them in the MSA.</p> <p>This Order incorporates the Data Processing Addendum (the “<b>DPA</b>”) located at <a href="https://business.calm.com/Calm-Data-Processing-Addendum04.2024">https://business.calm.com/Calm-Data-Processing-Addendum04.2024</a></p> <p>In the event of a conflict between the MSA, this Order, and/or the DPA, the conflict will be resolved in the following order of control: the DPA, the Order, then the MSA.</p> <p>For clarity, this Order does not constitute a renewal of any prior Order.</p> <p>BY SIGNING THIS ORDER FORM, THE CUSTOMER SIGNATORY BELOW DECLARES THEY ARE AUTHORIZED TO SIGN AND PLACE THIS ORDER ON BEHALF OF THE CUSTOMER AND AGREE TO ALL PAYMENTS THAT ARE DUE TO CALM.</p>

THE PRICES QUOTED IN THIS ORDER FORM DO NOT INCLUDE TAXES. AS A RESULT, AMOUNTS INVOICED TO CUSTOMER MAY BE HIGHER THAN THOSE STATED ON THIS ORDER FORM.

**PO#**

**Tax Exempt Status/ ID #**

**\*Invoicing for this Order to commence upon execution, no later than the Service Start Date and will be sent via email to the billing contact listed above. For all billing questions please reach out to ar@calm.com.**

**Lake Land College "Customer"**

Signature:

Name:

Title:

Date:

**Calm.com, Inc.**

Signature:

Name:

Title:

Date:

# MEMO

**TO:** Board of Trustees

**FROM:** Dr. Josh Bullock, President

**DATE:** June 4, 2024

**RE:** Delegation of authority to the president to enter into contracts during FY 2025 for providing or securing education services.

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Board Policy 10.01 outlines the Board of Trustees authority to:

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

Board Policy 02.03 also outlines Board of Trustees responsibilities as:

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

Operating within the purchasing and bidding requirements as outlined in Board Policy 10.22, I respectfully request the Lake Land College Board of Trustees delegate authority to me as College President to enter into contracts or agreements during FY 2025 to provide or secure education services per Board Policies 10.01 and 02.03.

# Lake Land College Board of Trustees



RESOLUTION NUMBER: 0624-018

DATE: 6-10-24

## *RESOLUTION TO TRANSFER INTEREST EARNED FROM WORKING CASH*

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

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

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

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

**ADOPTED** this 10<sup>th</sup> day of June, 2024 by the following vote:

AYES:

NAYS:

ABSENT:

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

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

Chair

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

Secretary

## SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution to Transfer Interest Earned from Working Cash is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 10<sup>th</sup> day of June, 2024.

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

**IN WITNESS WHEREOF**, I hereunto affix my official signature, this 10<sup>th</sup> day of June, 2024.

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Secretary, Board of Trustees

# Lake Land College Board of Trustees



RESOLUTION NUMBER: 0624-019

DATE: 6-10-24

## *RESOLUTION AUTHORIZING TREASURER TO INVEST FUNDS*

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

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

ADOPTED this 10<sup>th</sup> day of June, 2024 by the following vote:

AYES:

NAYS:

ABSENT:

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

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

Chair

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

Secretary

## SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution Authorizing Treasurer to Invest Funds is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 10<sup>th</sup> day of June, 2024.

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

**IN WITNESS WHEREOF**, I hereunto affix my official signature, this 10th day of June, 2024.

---

Secretary, Board of Trustees

# MEMO

TO: Dr. Jonathan Bullock, President

FROM: John Woodruff, Vice President Business Services

CC:

DATE: June 5, 2024

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

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For Fiscal Year 2025, we are proposing a base salary adjustment for our full-time Administrative, Supervisory, and Support staff employees, excluding correctional centers, which helps address the College's strategic planning goal of becoming a preferred employer in our geographic area in terms of wages and benefits. It will also help to address the continued inflationary pressures affecting the purchasing power of wages across many areas of our daily expenditures.

Excluding those staff that are currently in planned retirement, I recommend that employees within these work groups receive a base salary increase of 4.00%.

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

# MEMO

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

**FROM:** Dustha Wahls, Director of Human Resources

**CC:** John Woodruff, Vice-President for Business Services

**DATE:** May 28, 2024

**RE:** FY 2025 Proposed Salary Grade Schedule

---

Please find attached the proposed FY25 salary grade and range schedule recommendation for starting salaries for new full-time employees. This change is a 3.50% increase on the minimum starting salary over the FY24 schedule. This proposed schedule would be effective July 1, 2024.

# Lake Land College

## Administrative, Supervisory, Support Pay Ranges

07/01/24-06/30/25

Pay Ranges for Lake Land College						
Grade	Point	Point	Point	Minimum	Midpoint	Maximum
	Min	Mid	Max			
19	614	674	734	\$ 115,390	\$ 147,844	\$ 180,297
18	519	566	613	\$ 98,383	\$ 126,046	\$ 153,710
17	439	479	518	\$ 84,605	\$ 108,447	\$ 132,290
16	371	405	438	\$ 72,980	\$ 93,485	\$ 113,991
15	314	342	370	\$ 63,077	\$ 80,784	\$ 98,491
14	269	291	313	\$ 54,896	\$ 70,397	\$ 85,897
13	228	248	268	\$ 48,223	\$ 61,785	\$ 75,348
12	192	210	227	\$ 42,195	\$ 54,089	\$ 65,983
11	161	176	191	\$ 37,997	\$ 48,653	\$ 59,310
10	135	148	160	\$ 34,445	\$ 44,132	\$ 53,820
9	114	124	134	\$ 31,431	\$ 40,257	\$ 49,084

Approved by the Board of Trustees on June 10, 2024

# MEMO

TO: Board of Trustees  
Dr. Josh Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC: John Woodruff, Vice-President for Business Services

DATE: May 28, 2024

RE: FY 2025 Part-Time Rates and Stipends

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Please find attached the proposed FY 2025 Part-Time Rates and Stipends for your consideration. Due to the minimum wage increase that will go into effect January 1, 2025, our proposed part-time rates will be in effect July 1, 2024 through December 31, 2024, and thus covering the first half of the fiscal year.

It is respectfully requested the Board approve the proposed stipends for FY 2025 and part-time rates for the period July 1, 2024 through December 31, 2024.

Lake Land College  
FY25 Part-time Positions

Student Positions			
Position ID	Position Title	Department	FY25
APR1700-PT-STD	Lab Student Assistant	Math & Science	\$ 14.00
SPG4411-WS-WSP	College – Work Study	Various	\$ 14.00
SPR4200-PT-COU	Counseling Clerical Worker	Counseling	\$ 14.00
APR1412-PT-DHS	Dental Hygiene Clinic Student Assistant	Dental	\$ 14.00
SPR4120-PT-ISA	International Studies Ambassador	International Studies	\$ 14.00
SPR4120-PT-ISP	International Studies Program Assistant	International Studies	\$ 14.00
Various	Interns	Various	\$ 14.00
SPR4009-PT-LMT	Laker Mallard Mascot	MPR	\$ 14.00
SPR4840-PT-NPE	Newspaper Editor	Student Life	\$ 14.00
WPG3500-PT-PSW	Perkins Student Workers	Various	\$ 14.00
SPR4210-PT-NOT	Special Needs Note Taker	Counseling	\$ 14.00
SPR4200-PT-SAS	Student Assistant Specialist/Career Services/Counseling	Career Services/Counseling	\$ 14.00
SPG4230-PT-TSS	TRIO Destination College Student Specialist	TRIO Destination College	\$ 14.00

Temporary Positions			
Position ID	Position Title	Department	FY25
SPR4100-PT-ASA	Admissions & Records Commencement Asst	Admissions	\$ 14.00
SPR4700-PT-ATR	Athletic Trainer Substitute	Athletics	\$ 25.00
BPR8700-PT-RWK	Bookstore Rush Worker	Bookstore	\$ 14.00
APR1300-PT-CPR	Curriculum Consultant	Academic Services	\$ 20.00
APR1000-PT-SAP	Special Assistant to the VPAS	Academic Services	\$ 32.00
SPR4000-PT-SAP	Special Assistant to the President	President's Office	\$ 35.00

Grant Positions			
Position ID	Position Title	Department	FY25
APG3500-PT-DEC	Dental Hygiene Enhancement Coach	Dental	\$ 26.00
APG1710-PT-MLT	Math Lab Tutor Mentors - Range Grant	Math & Science	\$ 14.00
APG1418-PT-SSP	Path Grant Support Service Provider	Allied Health	\$ 19.50
APG1418-PT-RES	Remediation Specialist	Allied Health	\$ 26.00
Classified Positions - (Non Students)			
Position ID	Position Title	Department	FY25
BPR8100-PT-CLK	Accounting Assistant	Accounting	\$ 15.50
SPR4100-PT-CLK	Admissions & Records Data Entry As	Admissions	\$ 15.50
APR3001-PT-AAM	Administrative Assistant Marshall Ext Ctr	Workforce	\$ 15.50
APR3001-PT-AAP	Administrative Assistant Pana Ext Center	Workforce	\$ 15.50
SPG3500-PT-CSS	Career Services Specialist	Career Services	\$ 15.50
APR1210-PT-REC	Cosmetology Receptionist	Cosmetology	\$ 15.50
SPR4400-PT-FAR	Financial Aid Representative	Financial Aid	\$ 15.50
SPR4795-PT-FCS	Fitness Center Specialist	Fitness Center	\$ 15.50
BPR8300-PT-CLK	Human Resources Assistant	Human Resources	\$ 15.50
APR1510-PT-LAS	IDOT QMTP Lab Assistant	Technology	\$ 15.50
BPR7120-PT-CUS	Part-Time Custodian	Physical Plant	\$ 15.50
APR2200-PT-CLK	Library Assistant	Library	\$ 15.50
APR2200-PT-LAS	Library Assistant – Technical Services	Library	\$ 15.50
BPR7200-PT-MRA	Mailroom Assistant	Mailroom	\$ 15.50
APR1500-PT-SEC	Office Assistant - Vo Tech	Technology	\$ 15.50
APR1409-PT-PTA	Office Assistant to Allied Health Programs	Allied Health	\$ 15.50
BPR7130-PT-GRN	Part-Time Groundskeeper	Physical Plant	\$ 15.50
BPR7110-PT-PPA	Physical Plant Assistant	Physical Plant	\$ 15.50
BPR8720-PT-PSA	Print Shop Technician Assistant	Print Shop	\$ 15.50
SPR4140-PT-TPR	Test Proctor (campus)	Student Success Center	\$ 15.50
APR2102-PT-KTP	Test Proctor (Kluthe)	Student Success Center	\$ 15.50
SPG4220-PT-SEQ	TRIO SSS Enrollment Assistant	TRIO SSS	\$ 15.50

SPG4230-PT-TBD	TRIO Bus Diver	TRIO DC	\$ 15.50
SPG3500-PT-TSC	Tutor-Carl Perkins	Student Success Center	\$ 15.50
SPR4210-PT-TDS	Tutor-Disability Services	Student Success Center	\$ 15.50
SPR4140-PT-TSL	Tutor - Student Learning Asst Center	Student Success Center	\$ 15.50
SPR4140-PT-TSS	Tutoring Services Specialist	Student Success Center	\$ 15.50
SPG4230-PT-TBD	TRIO Bus Diver	TRIO DC	\$ 15.50

### Athletic Department Positions

Position ID	Position Title	Department	FY25
APR1130-PT-ALJ	Assistant Livestock Judging Coach	Athletics	\$ 15.00
SPR4730-PT-ABS	Baseball - Ast Coach	Athletics	\$ 15.00
SPR4700-PT-SCR	Basketball Scorekeeper/Timer	Athletics	\$ 15.00
SPR4850-PT-DIR	Director of Intramurals	Athletics	\$ 15.00
SPR4780-PT-CDT	Head Cheer Coach	Athletics	\$ 15.00
various	Head Coach	Athletics	\$ 15.00
SPR4850-PT-IOF	Intramural Official	Athletics	\$ 15.00
N/A	Officials/Umpires - paid by AP	Athletics	NJCAA
SPR4710-PT-MBA	Men's Basketball - Ast Coach	Athletics	\$ 15.00
SPR4740-PT-ASC	Softball - Ast Coach	Athletics	\$ 15.00
SPR4770-PT-VBA	Volleyball - Ast Coach	Athletics	\$ 15.00
SPR4720-PT-WBC	Women's Basketball - Ast Coach	Athletics	\$ 15.00

### Technical Positions

Position ID	Position Title	Department	FY25
BPR8200-PT-IAV	Digital Media Specialist	ISS	\$ 15.00
APR1606-PT-BEN	Broadcast Engineer	Humanities	\$ 15.00
BPR7110-PT-ETE	Engineering Technician	Physical Plant	\$ 15.00
BPR8720-PT-GDP	Graphic Designer – Pre-Flighter	Print Shop	\$ 15.00
BPR8200-PT-IEA	Institutional Equipment Assistant	ISS	\$ 15.00
BPR8200-PT-MSS	Technical Support Assistant	ISS	\$ 15.00
BPR8200-PT-TSA	Technical Support - Assistant - Info Security	ISS	\$ 15.00

BPR8200-PT-MST	ISS Technical Support Assistant	ISS	\$ 15.00
APR1500-PT-GET	Technology General Equipment Tech.	Technology	\$ 15.00
Professional (non-teaching)			
Position ID	Position Title	Department	FY25
SPR4100-PT-CTE	Admissions CTE Recruiter	Admissions	\$ 20.25
SPR4100-PT-ASP	Admissions Services Specialist	Admissions	\$ 20.25
WPG3600-PT-AAS	Adult Education Advisor Specialist	Adult Education	\$ 20.25
APG3601-PT-AET	Adult Education Transition Specialist	Adult Education	\$ 20.25
APR1400-PT-LAA	Allied Health Lab Assistant	Allied Health	\$ 20.25
SPR4009-PT-MCS	Communication Specialist	Marketing	\$ 20.25
BPR8720-PT-CDT	Creative Design Training Coordinator	Print Shop	\$ 20.25
APR1302-PT-EDS	Education Specialist	Soc Science & Educ.	\$ 20.25
BPR7110-PT-EDT	Engineering & Drafting Specialist	Physical Plant	\$ 20.25
SPR4400-PT-FAO	Financial Aid Outreach Coordinator	Financial Aid	\$ 20.25
BPR8300-PT-HRR	Human Resources Representative	Human Resources	\$ 20.25
APR1300-PT-HSS	Human Services Clinical Supervisor	Soc Science & Educ.	\$ 20.25
PPR7700-PT-POF	Part-time Police Officer	Police	\$ 20.25
SPG4230-PT-OUT	Student Success Coach Trio DC	Trio Destination College	\$ 20.25
SPG4230-PT-TSB	TRIO Tutor (Bachelor)	Trio Destination College	\$ 20.25
SPR4210-PT-TBC	Tutor - Bachelor's Disability Services	Student Success Center	\$ 20.25
SPR4140-PT-STB	Tutor- Bachelor Degree	Student Success Center	\$ 20.25
SPG3500-PT-TT2	Tutor-Bachelor Carl Perkins	Student Success Center	\$ 20.25

Instructional Positions (Higher Level of Education or Specialization)			
Position ID	Position Title	Department	FY25
APG3600-PT-GED	Adult Education Instructor	Adult Education	\$ 26.00
APG3600-PT-WIN	Adult Education Welding Instructor	Adult Education	\$ 26.00
APR1404-AF-CLN	Allied Health BNA Clinical Instructor	Allied Health	\$ 35.00
APR1412-AF-CLN	Allied Health DEN Clinical Instructor	Allied Health	\$ 30.00
APR1409-AF-CLN	Allied Health PTA Clinical Instructor	Allied Health	\$ 26.00

APG3604-AF-CLN	BNA Clinical Instructor Adult Education	Adult Education	\$ 35.00
APR1412-AF-CDE	Clinical Dentist	Dental	\$ 75.00
APR1210-PT-CLN	Cosmetology Clinical Instructor	Cosmetology	\$ 26.00
APR1200-PT-CBE	CBE Instructor	Business & Technology	\$ 26.00
APR1412-PT-ELI	Enhanced Lab Instructor – Dental Hygiene	Dental	\$ 26.00
APR1511-PT-IQS	IDOT Quality Mgmt Training Prog Sp.	IDOT	\$ 70.00
APR1511-PT-QMR	IDOT Quality Mgmt Train Spec- Recert	IDOT	\$ 70.00
APR1600-PT-IEL	IEL Instructor	Humanities	\$ 26.00
SPR4210-PT-ITP	Sign Language Interpreter	Counseling	Varies per Deaf Blind Institute

Center for Business & Industry Positions			
Position ID	Position Title	Department	FY25
APR3300-PT-CLI	CBI Leadership Instructor	Center for Business and Industry	Market
APR3300-PT-CON	CBI Trainer	Center for Business and Industry	Market
APR3300-PT-CBI	Center for Business and Industry Instructor	Center for Business and Industry	Market
APR3360-PT-CDT	Commercial Driver Training Instructor	Center for Business and Industry	\$ 19.50
APR3300-PT-NCI	Community Learning Instructor	Center for Business and Industry	\$ 26.00
WPT3300-PT-CPR	IDOC CPR Instructor	Center for Business and Industry	\$ 46.25
WPG3503-PT-SCY	Summer College for Youth	Center for Business and Industry	\$ 15.00
APR3300-PT-TTS	Technical Training Specialist	Center for Business and Industry	Market
APR3300-PT-TWS	Technical Writer for CBI	Center for Business and Industry	Market
APR3300-PT-DUI	Traffic Safety Instructor – DUI	Center for Business and Industry	\$ 33.66
APR3300-PT-TFS	Traffic Safety Instructor	Center for Business and Industry	\$ 28.45
APR3300-PT-RED	Traffic Safety Instructor –Remedial	Center for Business and Industry	\$ 29.51

AY 25 Adjunct Wage Scale:

Period of Time	Amount	Hourly Sub-rate
0-7 Semesters	\$785	\$49.06
8-15 Semesters	\$800	\$50.00
16+ Semesters	\$815	\$50.94
Pro-rated sections:	(# students/minimum seat count) * ECH of course at adjunct rate	

Full-Time Faculty Sub-rate:  $\$900/16 \text{ weeks} = \$56.25 \text{ per hour}$

**Faculty Stipends (start of the beginning of the Academic Year or as noted):**

<b>Position</b>	<b>Amount</b>
Chair of Counseling & Student Conduct	\$9,500 base; annual increase consistent with % increase for full-time appointment
Director of Library Resource Center	\$6,500 base; annual increase consistent with % increase for full-time appointment
Director of Physical Therapy Program (current employee grandfathered)	\$23,049
Division Chairs: a) Contract Salary & Instructional Load Limit = 15 ECH b) DC Stipend equivalent to 34 ECH paid at \$1250 per ECH (paid over 12 months)	
Faculty Accreditation Coordinator	\$7,500
Farm Equipment Mechanic	\$2,000
Farm Manager (Agronomy Instructor) - <i>paid as a stipend over 12 months</i>	8 ECH per AY year @ Overload 4 ECH in Summer @ \$1,300 (avg)
Greenhouse Manager - paid as a stipend at overload rate (MSD Greenhouse Manager grandfathered at \$2,000 annually)	1 ECH Fall 1 ECH Spring 1 ECH Summer
Honors Advisor – <i>paid as a stipend at overload rate</i>	2 ECH Fall 2 ECH Spring 2 ECH Summer
Human Anatomy/Physiology Preparation (per cadaver)	\$3,600
IDOT QMTP (per IDOT Contract)	14 ECH fall 4 ECH summer
Program Directors - Level 1 (11 months): Associate Degree Nursing (ADN) Basic Nursing Assistant (BNA) Broadcast Operations Cosmetology	6 ECH fall 6 ECH spring 3 ECH summer

<i>Court Reporting &amp; Office Technology</i> <i>Dental Hygiene</i> <i>Licensed Practical Nursing (LPN)</i> <i>Medical Assistant</i> <i>Physical Therapy Assistant &amp; Massage Therapy</i>	
<b>Program Directors - Level 2 (11 months):</b> <i>Criminal Justice</i>	4 ECH fall 4 ECH spring 2 ECH summer
<b>Program Lead - (11 months):</b> <i>Education</i> <i>Health and Human Services</i> <i>Internship</i>	2 ECH fall 2 ECH spring 1 ECH summer
Transitional Math Liaison	.50 ECH Fall .50 ECH Spring

FY 25 Staff Stipends (start of the beginning of the Fiscal Year or as noted):

Position	Amount
Department of Corrections/Juvenile Justice HR Administrator	\$400/site
Department of Juvenile Justice Contract Administrator	\$8,500
Dual Credit High School Coordinators	\$250/first 5 dual credit sections/semester. \$25 each subsequent dual credit section offered per semester.
Fresh Start – generally offered twice per year	\$100 - \$200 if eligible
Foundation Treasurer	\$4,000
ISS Applications Team Lead	\$7,500
ISS Infrastructure Team Lead	\$7,500

Athletic Stipend Formulas:

Position
Coaching Stipend Formula: (If paid in addition to full-time position) Head Coach Stipend: <ul style="list-style-type: none"> <li>a) \$6000.00 Base pay rate for all coaches for any sport and ag judging</li> <li>b) + \$200 per year for previous experience as a head or paid assistant coach at Lake Land College.</li> <li>c) +\$100 per year for experience outside Lake Land College as college head or assistant coach or high school</li> <li>d) Annual pay increase based on % increase for full-time employees</li> </ul>
Cheer Coach / Assistant Coach Stipend (Part-time): <ul style="list-style-type: none"> <li>a) + \$100 per year for previous experience as a head or paid assistant coach at Lake Land College.</li> <li>b) Annual pay increase based on hourly rate increase for part-time employees</li> </ul>
Additional Head Coach Stipend: <ul style="list-style-type: none"> <li>a) \$800 Team Wins National Tournament</li> <li>b) \$500 Team to National Tournament (VB, MBB, WBB, SB, BB)</li> <li>c) \$500 60% wins (VB, MBB, WBB, SB, BB)</li> <li>d) \$250 per win at American Royal, North American International, National Western, Houston Stock Show (Ag)</li> <li>e) \$100 per All American (as selected by NJCAA or NJCLJCA)</li> <li>f) \$100 Academic All-American Team (Team GPA of 3.0 or higher for the current academic year)</li> <li>f) \$100 per sophomore Academic All American (3.60 or higher cumulative GPA)</li> </ul>

# MEMO

TO: Dr. Jonathan Bullock, President

FROM: John Woodruff, Vice President Business Services

CC:

DATE: June 5, 2024

RE: Part-Time Employee Hourly Wage Increases

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In being consistent with the overall increase for full-time employees, we are recommending a 4.0% increase for current part-time employees effective July 1, 2024, except for positions currently at the rate of \$14 per hour, the Illinois minimum wage. The positions at the \$14 per hour will be adjusted to \$15 per hour as of 1/1/25 when the Illinois minimum wage increases.

I respectfully recommend the Board approve this wage increase for the part-time employees of the college, excluding those at the minimum wage of \$14 per hour or part-time correctional center staff.

# LAKE LAND COLLEGE

# MEMO

**To:** Dr. Josh Bullock, President  
**From:** Jeremy Moore, Facilities Planning Manager  
**Date:** June 5, 2024  
**Subject:** Veregy – Luther Student Center Mechanical Plant

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The purpose of this memo is to present a proposal from Veregy for the upgrade of the Mechanical Plant in the Luther Student Center. The Mechanical Plant has recently lost two of its three chillers, severely impacting our facility's cooling capacity and overall operational efficiency. This upgrade is crucial to restoring full functionality and improving the system's reliability and energy efficiency.

This project would be conducted via an energy savings performance contract with Veregy through one of the public agencies authorized by the Illinois Intergovernmental Cooperation Act (Omnia or TIPS). Therefore, a formal bidding process is not necessary for this project.

## **Justification for the Project:**

1. **System Reliability:**
  - The recent failure of two out of three chillers has drastically reduced our cooling capacity, risked overheating of critical equipment and created uncomfortable conditions for students and staff.
  - Replacing the existing chillers with new, more reliable 20-ton water-to-water heat pumps will ensure consistent and dependable cooling performance.
2. **Energy Efficiency:**
  - The existing chillers and boilers are at the end their life, outdated, and inefficient, leading to higher energy consumption and increased operational costs.
  - New heat pumps and boilers will significantly improve energy efficiency, reducing our utility costs and environmental footprint.
3. **Operational Continuity:**
  - With only one functional chiller, our facility is vulnerable to further failures that could lead to complete system shutdowns, impacting comfort levels.
  - Upgrading the HVAC system will provide redundancy and reliability, ensuring continuous operation and mitigating the risk of unexpected downtime.
4. **Cost Savings:**
  - Investing in modern, energy-efficient equipment will lower maintenance and repair costs over time.
  - The improved efficiency of the new system will result in substantial long-term savings on energy bills.

## **Conclusion:**

The proposed HVAC system upgrade is essential to restore and enhance our facility's cooling capacity, improve energy efficiency, and ensure operational continuity. This investment will provide long-term cost savings and support the ongoing functionality and comfort of our facility. I respectfully request that the Board approve proceeding with the energy savings contract with Veregy for replacement of the Mechanical Plant in the Luther Student Center in the amount of \$436,405. Should you require any further information, please do not hesitate to contact me.

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**VEREGY  
AGREEMENT**

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CUSTOMER NAME:  
DATE OF SUBMISSION:

Lake Land College  
February 14<sup>th</sup>, 2024

**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>PAGE</u>
1. GENERAL PROVISIONS .....	0
2. VEREGY'S RESPONSIBILITIES.....	0
3. CUSTOMER'S RESPONSIBILITIES.....	2
4. SUBCONTRACTS.....	4
5. INSTALLATION AND ACCEPTANCE.....	4
6. PRICE AND PAYMENT .....	4
7. CHANGES IN THE PROJECT .....	5
8. INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY.....	6
9. TERMINATION OF THE AGREEMENT .....	8
10. ASSIGNMENT.....	9
11. MISCELLANEOUS PROVISIONS.....	9
12. LIMIT OF LIABILITY - FIRE AND/OR SECURITY SYSTEMS.....	10
13. ALLOCATION OF SECTION 179D DEDUCTION TO DESIGNER.....	10
14. SUBSEQUENT PHASES OF WORK.....	11

ATTACHMENT A	THE WORK (SCOPE-OF-WORK)
ATTACHMENT B	THE INSTALLATION SCHEDULE
ATTACHMENT C	PAYMENT SCHEDULE
ATTACHMENT D	ENERGY GUARANTEE
ATTACHMENT E	SCHEDULE OF SAVINGS
ATTACHMENT F	PROJECT ACCEPTANCE
ATTACHMENT G	FORM ALLOCATION OF SECTION 179D DEDUCTION

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

## ARTICLE 1

### GENERAL PROVISIONS

**1.1** This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated February 14<sup>th</sup>, 2024 (the "Effective Date") by and between Veregy Central, LLC a Missouri Limited Liability Company ("Contractor") collectively referred to herein as "VEREGY," with a principal place of business at 16647 Chesterfield Grove Road, Suite 200, Chesterfield, MO 63005, and Lake Land College ("CUSTOMER") with a principal place of business at 5001 Lake Land Blvd, Mattoon, IL 61938 (collectively the "Parties").

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

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

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

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

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

## ARTICLE 2

### VEREGY'S RESPONSIBILITIES

#### **2.1** VEREGY Services

**2.1.1** VEREGY shall be responsible for construction of the Project.

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

#### **2.2** Responsibilities with Respect to the Work

**2.2.1** VEREGY will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work.

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

light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.

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

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

### **2.3 Patent Indemnity**

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

**2.3.2** If such a suit has occurred, or in VEREGY's opinion is likely to occur, VEREGY may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

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

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

### **2.4 Warranties and Completion**

**2.4.1** VEREGY warrants CUSTOMER good and clear title to all equipment and materials furnished to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. VEREGY hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by VEREGY or with VEREGY's written permission, and provided that after delivery such equipment or materials have not been subjected by non-VEREGY personnel to accident, neglect, misuse, or use in violation of any instructions supplied by VEREGY. VEREGY's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at VEREGY's option and at VEREGY's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of VEREGY for any breach of any warranty related to the equipment and materials furnished by VEREGY pursuant to this Agreement.

**2.4.2** In addition to the warranty set forth in Section 2.4.1 above, VEREGY shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by VEREGY

and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 2.4.1.

**2.4.3** The warranties set forth herein are exclusive, and VEREGY expressly disclaims all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability and fitness for a particular purpose, with respect to the equipment and materials provided hereunder. VEREGY shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.

**2.4.4** VEREGY's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by VEREGY, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

## **2.5 Hazardous Materials**

**2.5.1** VEREGY and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. "Hazardous materials" shall also include fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, VEREGY shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. VEREGY shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section.

**2.5.2** CUSTOMER shall indemnify, defend, and hold VEREGY and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of VEREGY or its agents.

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

**2.5.4** If the structure(s) where the Contract Work is to be performed was built before 1978, CUSTOMER understands that it may contain lead paint. CUSTOMER also understands that the only way to know whether lead paint is present is to have one or more paint samples in the work area tested. CUSTOMER authorizes those tests to be done by VEREGY and agrees to pay VEREGY for the costs of those tests, in addition to the Contract Price. Alternatively, as a condition of accepting this Contract, CUSTOMER agrees to provide VEREGY with documentation demonstrating, to VEREGY's reasonable satisfaction, that: (1) the areas where the Contract Work is to be performed has been tested and determined to be lead free by a certified risk assessor, certified lead inspector or certified renovator; (2) the areas where the Contract Work is to be performed is paint free; and/or (3) the areas where the Contract Work is to be performed were built after 1977.

## **ARTICLE 3**

### **CUSTOMER'S RESPONSIBILITIES**

**3.1** CUSTOMER shall provide VEREGY full information regarding the requirements for the Work.

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

**3.3** CUSTOMER shall furnish to VEREGY all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.

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

**3.5** If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to VEREGY and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.

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

**3.7** Prior to the commencement of the Work and at such future times as VEREGY shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to VEREGY that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, VEREGY is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, VEREGY may stop work upon fifteen (15) days notice to CUSTOMER. The failure of VEREGY to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of VEREGY's right to request or insist that such evidence be provided at a later date.

**3.8** CUSTOMER shall comply with all applicable federal, state and municipal laws and regulations governing occupational health and safety in the areas where VEREGY will perform services and/or perform the Work.

CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where VEREGY will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall notify VEREGY of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by VEREGY or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond VEREGY's reasonable control and VEREGY shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense.

To the fullest extent allowed by law, customer shall indemnify and hold VEREGY harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a hazardous substance at a site, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides VEREGY advance notice of the existence or occurrence and regardless of when the hazardous substance or occurrence is discovered or occurs. This indemnification shall survive termination of this agreement for whatever reason. Nothing in this section shall be construed to require that customer indemnify and hold harmless VEREGY from claims and costs resulting from the negligent use by VEREGY of any hazardous substance brought to the site by VEREGY (and customer acknowledges that VEREGY may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as hazardous).

**3.9** In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on VEREGY's net income.

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

#### **ARTICLE 4**

## **SUBCONTRACTS**

- 4.1** At its exclusive option, VEREGY may subcontract some or all of the Work.
- 4.2** A Subcontractor is a person or entity who has a direct contract with VEREGY to provide work, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.
- 4.3** For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. VEREGY shall be responsible for the management of its Subcontractors in their performance of their Work.
- 4.4** CUSTOMER shall not hire any of VEREGY's Subcontractors without the prior written approval of VEREGY.

## **ARTICLE 5**

### **INSTALLATION AND ACCEPTANCE**

- 5.1** The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.
- 5.2** If VEREGY is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or by any pandemic, international, national or regional health crisis or condition or any federal, state or local directive, declaration of emergency or order to suspend, shut down or suspend business in general or the Work in particular, resulting from said pandemic or crisis, that impacts the provision of labor or interferes with VEREGY's or any of VEREGY's subcontractor's ability to procure materials, supplies or equipment, or that otherwise disrupts or shuts down the jobsite, either temporarily or for an extended duration ("Pandemic Delay"); or any other problem beyond VEREGY's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse VEREGY for all additional costs resulting therefrom. VEREGY shall be entitled to additional compensation for any added costs associated with the performance of the Work caused by any Pandemic Delay.
- 5.3** VEREGY shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and VEREGY (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by VEREGY identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by VEREGY, unless CUSTOMER provides VEREGY with a written statement identifying specific material performance deficiencies that it wishes VEREGY to correct. VEREGY will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by VEREGY pursuant to the Installation Schedule.

## **ARTICLE 6**

### **PRICE AND PAYMENT**

- 6.1** **Price**

**6.1.1** The price for the Work is Four Hundred Thirty-Six Thousand, Four Hundred and Five Dollars (\$436,405), subject to the adjustments set forth in Articles 5 and 7.

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

**6.1.3** The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

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

**6.1.5** If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, VEREGY shall be entitled to add such premium or overtime pay to the Contract Price, plus VEREGY's overhead and profit.

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

## **6.2 Payment**

**6.2.1** Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to VEREGY the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net thirty (30) days of invoice date.

**6.2.2** Payments due and unpaid shall bear interest from the date payment is due at the rate of 1 ½% per month, compounded monthly. In the event that Customer failed to pay VEREGY any sums due, Customer shall pay VEREGY all attorney's fees incurred by VEREGY in collecting amounts owed to VEREGY under this Agreement. If a progress payment is not paid by the due date, VEREGY reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of VEREGY' costs of shutdown, delay and startup and, in such event, VEREGY will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. VEREGY reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

## **ARTICLE 7**

### **CHANGES IN THE PROJECT**

**7.1** A Change Order is a written order signed by CUSTOMER and VEREGY authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.

**7.2** CUSTOMER may request VEREGY to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both parties, if VEREGY submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse VEREGY for any and all costs incurred in preparing the proposal.

### **7.3 Claims for Concealed or Unknown Conditions**

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise

concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include VEREGY's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

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

#### **7.5 Emergencies**

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

#### **7.6 Minor Changes**

VEREGY shall, without CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

### **ARTICLE 8**

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

##### **8.1 Indemnity**

**8.1.1** VEREGY agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under VEREGY's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, VEREGY's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.

**8.1.2** CUSTOMER shall indemnify and hold harmless VEREGY and VEREGY's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

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

##### **8.2 Contractor's Liability Insurance**

**8.2.1** VEREGY shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from VEREGY's operations under this Agreement.

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

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

(a) **Commercial General Liability**

Combined Single Limit

\$ 1,000,000 Each Occurrence

\$ 2,000,000 Product & Completed Operations

Aggregate

\$ 2,000,000 General Aggregate

Other Than Products & Completed Operations

(b) **Commercial Automobile Liability** Combined Single Limit

\$ 1,000,000 Each Occurrence

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

**8.3. CUSTOMER's Liability Insurance**

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

**8.4 Insurance to Protect Project**

**8.4.1** CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to VEREGY for the length of time to complete the Project. This insurance shall include as named additional insureds VEREGY and VEREGY's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, VEREGY and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

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

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

**8.4.3** CUSTOMER shall provide Certificate(s) of Insurance to VEREGY before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as

A.M. Best. VEREGY will be given sixty (60) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

## **8.5 Property Insurance Loss Adjustment**

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

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

## **8.6 Waiver of Subrogation**

**8.6.1** CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and VEREGY as trustees. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

**8.6.2** CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

**8.6.3** CUSTOMER waives subrogation against VEREGY, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

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

## **8.7 Limitation of Liability**

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

## **ARTICLE 9**

### **TERMINATION OF THE AGREEMENT**

**9.1** If VEREGY defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to VEREGY. If VEREGY, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If VEREGY has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to VEREGY, but if the expense exceeds the unpaid balance, VEREGY shall pay the difference to CUSTOMER.

**9.2** If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, VEREGY may give written notice to CUSTOMER of VEREGY's intention to terminate this Agreement. If, within seven (7) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, VEREGY may, by written notice to CUSTOMER, terminate this Agreement and

recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

## **ARTICLE 10**

### **ASSIGNMENT**

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

## **ARTICLE 11**

### **MISCELLANEOUS PROVISIONS**

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

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

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

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

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

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

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

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

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

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

To:  
Veregy Central, LLC  
Attention: Albert Willis  
16647 Chesterfield Grove Road, Suite 200  
Chesterfield, MO 63005

To CUSTOMER:  
Lake Land College  
Attention: Jeremy Moore  
5001 Lake Land Blvd  
Mattoon IL 61938

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

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

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

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

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

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

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

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

**ARTICLE 12**  
**LIMIT OF LIABILITY – FIRE AND/OR SECURITY SYSTEMS**

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

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

**ARTICLE 13**  
**ALLOCATION OF SECTION 179D DEDUCTION  
TO DESIGNER**

**13.1** CUSTOMER acknowledges and represents that the project site where VEREGY's Work is to be performed and all building and improvements located on the same are "government-owned buildings" as CUSTOMER is a political subdivision and CUSTOMER owns said property, building and other improvements where the Work is to be performed. CUSTOMER hereby allocates to VEREGY any and all Section 179D deductions for the Work. CUSTOMER further acknowledges that VEREGY is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at CUSTOMER's commercial building property, as described herein. CUSTOMER agrees to complete and execute the "Form for Allocation of Section 179D Deduction", which is attached hereto as Schedule G and incorporated herein by reference. CUSTOMER also agrees to participate in any analysis, inspection and/or certification required by statute or otherwise deemed necessary by VEREGY to ensure that VEREGY receives the Section 179D deduction.

**ARTICLE 14**  
**SUBSEQUENT PHASES OF WORK**

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

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

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**APPROVALS:**

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

**VEREGY CENTRAL, LLC**

**Lake Land College**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT A**

### **SCOPE OF WORK**

#### **Inclusions**

- Includes Design Documents, Permitting, Project Management, Insurance, Warranty, Bonds, and Risk
- Disconnect existing 3 chiller plants including all piping, power and controls. Remove Chiller units from site.
- Provide 3 new 20-ton water to water heat pumps including piping, power controls and insulation. Existing Power to be re-used. Existing valves and actuators to be re-used. Provide and install new Wilo pump at third 20-ton unit replacing existing 10-ton unit. Use existing pumps on (2) 20-ton units.
- Inside of Chiller plant, provide all required geothermal, hot water and chilled water piping and connections, insulated. All existing valves to be reused. 2 chilled water pumps to be reused. Actuators to be reused.
- Replace 2 Lochinvar 600 MBH boilers with new Lochinvar 600 MBH boilers. Existing pumps, piping and accessories to be reused.
- Provide all required power to new equipment and pumps for an operational system.

#### **Exclusions:**

- Provide controls to all new equipment, existing valve actuators reinstalled, pumps, VFDs, and any other applicable connections for an operational system. This contract is direct to district. Veregy to coordinate with DCI during construction.

**ATTACHMENT B**

**INSTALLATION SCHEDULE**

- Preliminary schedule to replace boilers summer of 2024.
- Replace chillers the winter of 2024/2025.

## ATTACHMENT C

### PAYMENT SCHEDULE

1. The following is the payment schedule for the project.

#### **Construction of the Project**

The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

A mobilization fee will be due upon contract execution for 10% of the contract price.

## ATTACHMENT D

### ENERGY GUARANTEE

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#### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Retrofit**" is the work provided by VEREGY as defined by the "ECMs".

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

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

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

## **2. TERM AND TERMINATION**

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

**2.2 Guarantee Termination.** Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of

the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

### 3. SAVINGS GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.4.1 Facility Operational Changes.** Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of VEREGY: make any significant deviations from the applicable Energy and Operational Cost

Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

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

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

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

The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee.

**ATTACHMENT E**

**SCHEDULE OF SAVINGS**

**1. Schedule of Savings**

The total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$63,940 as defined in the following:

- Annual Operational Cost Savings are not less than \$ 476,872 as listed in 1.2
- Annual Energy Savings are not less than \$ 23,474 as listed in 1.1.

<b>Year</b>	<b>Cost</b>	<b>Energy Savings</b>	<b>Avoided Cost Savings</b>	<b>Cumulative</b>
0	\$ (436,405)			\$ (436,405)
1		\$ 873.6		\$ (435,531)
2		\$ 899.8		\$ (434,632)
3		\$ 926.8	\$ 476,872	\$ 43,167
4		\$ 954.6		\$ 44,121
5		\$ 983.2		\$ 45,105
6		\$ 1,012.7		\$ 46,117
7		\$ 1,043.1		\$ 47,160
8		\$ 1,074.4		\$ 48,235
9		\$ 1,106.7		\$ 49,342
10		\$ 1,139.8		\$ 50,481
11		\$ 1,174.0		\$ 51,655
12		\$ 1,209.3		\$ 52,865
13		\$ 1,245.5		\$ 54,110
14		\$ 1,282.9		\$ 55,393
15		\$ 1,321.4		\$ 56,715
16		\$ 1,361.0		\$ 58,076
17		\$ 1,401.9		\$ 59,477
18		\$ 1,443.9		\$ 60,921
19		\$ 1,487.2		\$ 62,409
20		\$ 1,531.9		\$ 63,940
<b>Total</b>		\$ 23,474.0	\$ 476,872	\$ 63,940

or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is less. Provided further, in no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. The Term of this contract is for 20 years from the date of Final Project Acceptance. Baseline Period is assumed to be January to December 2023.

VEREGY and the customer agree that the energy savings for each will be based on a 3% escalation factor for the costs of utilities. The utility rates for the audit reports will be based on an annual escalation of not less than 3% or the actual utility rate in the current year which ever is higher.

**1.1 Energy Savings.** The annual guarantee of energy cost avoidance is the sum of the below listed ECMs. The savings are based on the listed Energy and operational Cost Avoidance Guarantee Practices contained in Section 1.3 herein.

**# ECM Description**

- 1 Replace existing chillers and boilers with high efficiency equipment. Chiller and Boiler Savings Calculations are shown on the following pages.

### Chiller Savings Calculations

Project: HVAC Upgrades  
 Facility: Lake Land College  
 ECM:   
 Project #:   
 Engineer: Scott Brown, PE  
 Date: 2/13/2024

Savings Summary		
ECM Description	Electricity kWh	Electricity kW
Chiller Replacement	29,455	258

**ECM Objective**  
 Replace chiller with chiller with higher efficiency and higher capacity.

	Existing	Proposed	
Design Cooling Temp (F)	93	93	AA
Cooling Balance Point	60	60	BB
Cooling Load (Tons)	100	120	CC
Chiller Efficiency (kW/Ton)	1.52	1.03	JJ/QQ

**ECM Assumptions**  
 \* Chiller tonnage based on nameplate.  
 \* Chiller demand is calibrated to match base year usage.

Occupancy Schedule			
12am-8am	8am-4pm	4pm-12am	Days/Week
1.0	8.0	3.0	5.0
DD	EE	FF	GG

Outside Air Bin Temp (F)	Total Bin Hours 12am - 8am	Total Bin Hours 8am - 4pm	Total Bin Hours 4pm - 12am	Operating Bin Hours 12am - 8am	Operating Bin Hours 8am - 4pm	Operating Bin Hours 4pm - 12am	Total Operating Bin Hours	Percent Cooling Load (%)	Cooling Load (kBtu)	Existing Cooling Energy (kWh)	Proposed Cooling Energy (kWh)	Cooling Savings (kWh)
A	B	C	D	E =	F =	G =	H =	J =	K =	L =	U =	X =
See Note 1				BxDD/8xGG/7	CxEE/8xGG/7	DxFF/8xGG/7	E+F+G	A-HH)/(AA-HH	CCxHxJ/1000	K/12xJJ	K/12xQQ	L - U
102	0	0	0	0	0	0	0	100%	1,200	0	0	0
97	0	6	2	0	4	1	5	100%	1,200	733	497	236
92	0	37	12	0	26	3	30	97%	1,164	4,369	2,961	1,408
87	0	118	57	0	84	15	100	82%	982	12,381	8,390	3,991
82	11	326	190	1	233	51	285	67%	800	28,853	19,552	9,301
77	68	263	256	6	188	69	263	52%	618	20,555	13,928	6,626
72	216	223	234	19	159	63	241	36%	436	13,335	9,036	4,299
67	298	230	272	27	164	73	264	21%	255	8,504	5,763	2,741
62	342	251	287	31	179	77	287	6%	73	2,641	1,790	851
57	235	197	210	21	141	56	218	0%	0	0	0	0
52	249	169	207	22	121	55	198	0%	0	0	0	0
47	214	116	162	19	83	43	145	0%	0	0	0	0
42	198	147	142	18	105	38	161	0%	0	0	0	0
37	264	236	257	24	169	69	261	0%	0	0	0	0
32	229	176	192	20	126	51	198	0%	0	0	0	0
27	122	88	93	11	63	25	99	0%	0	0	0	0
22	176	124	131	16	89	35	139	0%	0	0	0	0
17	105	92	84	9	66	23	98	0%	0	0	0	0
12	56	48	62	5	34	17	56	0%	0	0	0	0
7	64	31	33	6	22	9	37	0%	0	0	0	0
2	27	27	19	2	19	5	27	0%	0	0	0	0
-3	30	12	18	3	9	5	16	0%	0	0	0	0
-8	16	3	0	1	2	0	4	0%	0	0	0	0
-13	0	0	0	0	0	0	0	0%	0	0	0	0
	2,920	2,920	2,920	261	2,086	782	3,129		6,727	91,370	61,915	29,455

Notes:  
 1) Weather for Terre Haute, IN

**Electric Demand Analysis:**

Month	Max OA Temp (F)	Percent Cooling Load (%)	Cooling Load (MBtu/hr)	Existing Cooling Demand (kW)	Proposed Cooling Demand (kW)	Cooling Demand Savings (kW)
	A	B = (A-BB)/(AA-BB)	C = CCxB/1000	D = C/12xJJ	E = C/12xQQ	F = D - E
	Note 1					
January	52	0%	0.0	0.0	0.0	0.0
February	72	36%	436.4	55.3	37.5	17.8
March	77	52%	618.2	78.3	53.1	25.2
April	77	52%	618.2	78.3	53.1	25.2
May	87	82%	981.8	124.4	84.3	40.1
June	92	97%	1,163.6	147.4	99.9	47.5
July	97	100%	1,200.0	152.0	103.0	49.0
August	97	100%	1,200.0	152.0	103.0	49.0
September	87	82%	981.8	124.4	84.3	40.1
October	82	67%	800.0	101.3	68.7	32.7
November	67	21%	254.5	32.2	21.8	10.4
December	62	6%	72.7	9.2	6.2	3.0
				1,054.8	714.8	258

Notes:  
 1) Cooling demand savings is credited during May through October which show OAT coincident with the cooling peak. Other months report OAT coincident with the heating

 **VEREGY Boiler Savings Calculations**

Project: HVAC Upgrades Project #:   
 Facility: Lake Land College Engineer: Dave Ortman   
 ECM: Date: 2/13/2024

Savings Summary	
ECM Description	Nat. Gas Therms
Boiler Replacement	<b>1,248</b>

**ECM Objective**  
 Replace boiler with higher efficiency boiler.

	Existing	Proposed
Design Combustion Efficiency	90%	95%
Radiant Jacket Losses	4%	2%
Cycling Losses (Low Load)	0%	0%
Cycling Losses (Full Load)	0%	0%
Distribution Losses	2%	2%
Total Efficiency	86%	91%
Boiler Output (kBtuH)	1200	1200
Design Heating Load (kBtuH)	1200	1200
Heating Balance Temp (F)	60	60
Design Heating Temp (F)	-3	-3

**ECM Assumptions**  
 \* Current boiler combustion efficiency of 80% is used to account for the higher efficiency Benchmark boiler.  
 \* Boiler jacket loss of 4%  
 \* Low load cycling loss of 0%  
 \* Full load cycling loss of 0%  
 \* Distribution losses of 2%  
 \* Boiler doesn't operate until under 60 deg F outside  
 \* Design heating load was adjusted to match base year natural gas usage.

Outside Air Bin Temp (F)	Annual Bin Hours See Note 1	Existing Number of Boilers	Proposed Number of Boilers	Heating Load (%)	Existing Heating Load (kBh)	Proposed Heating Load (kBh)	Existing Heating Efficiency	Proposed Heating Efficiency	Existing NG Use (therms)	Proposed NG Use (therms)	Saved Energy Use (therms)
97	21	0	0	0%	0	0	86%	91%	0	0	0
92	130	0	0	0%	0	0	86%	91%	0	0	0
87	325	0	0	0%	0	0	86%	91%	0	0	0
82	410	0	0	0%	0	0	86%	91%	0	0	0
77	613	0	0	0%	0	0	86%	91%	0	0	0
72	671	0	0	0%	0	0	86%	91%	0	0	0
67	765	0	0	0%	0	0	86%	91%	0	0	0
62	939	0	0	0%	0	0	86%	91%	0	0	0
57	745	1	1	5%	57	57	86%	91%	495	468	27
52	695	1	1	13%	152	152	86%	91%	1,231	1,164	68
47	503	1	1	21%	248	248	86%	91%	1,448	1,369	80
42	644	1	1	29%	343	343	86%	91%	2,567	2,426	141
37	788	1	1	37%	438	438	86%	91%	4,014	3,794	221
32	514	1	1	44%	533	533	86%	91%	3,188	3,012	175
27	308	1	1	52%	629	629	86%	91%	2,251	2,127	124
22	200	1	1	60%	724	724	86%	91%	1,683	1,591	92
17	106	1	1	68%	819	819	86%	91%	1,010	954	55
12	74	2	2	76%	914	914	86%	91%	787	743	43
7	89	2	2	84%	1,010	1,010	86%	91%	1,045	987	57
2	68	2	2	92%	1,105	1,105	86%	91%	874	826	48
-3	60	2	2	100%	1,200	1,200	86%	91%	837	791	46
-8	46	2	2	100%	1,200	1,200	86%	91%	642	607	35
-13	29	2	2	100%	1,200	1,200	86%	91%	405	382	22
-18	5	2	2	100%	1,200	1,200	86%	91%	70	66	4
-23	8	2	2	100%	1,200	1,200	86%	91%	112	105	6
-28	4	2	2	100%	1,200	1,200	86%	91%	56	53	3
-33	0	2	2	100%	1,200	1,200	86%	91%	0	0	0
-38	0	2	2	100%	1,200	1,200	86%	91%	0	0	0
<b>Totals</b>	<b>8,760</b>								<b>22,714</b>	<b>21,466</b>	<b>1,248</b>

Notes:  
 1) Weather for Terre Haute, IN

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

# **Operational Savings Description**

2 **End of Life Equipment**

The chillers and boilers are at the end of their life. It is assumed that they would need to be replaced without question within the next three years. The avoided cost is assumed at 3% increase for each year until year 3.

1.3 **Energy and Operational Cost Avoidance Guarantee Practices:**

1.3.1 **BASELINE Operating Parameters:** are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The date summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. VEREGY and CUSTOMER agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Base Year specified in this Agreement.

1.3.2 **PROPOSED Operating Parameters** of the facility(s) and system(s) after completion of Work. The data summarized will be used in the calculation of the post-retrofit energy consumption and/or demand. VEREGY and CUSTOMER agree that the proposed operating parameters specified in this section are representative of equipment operating characteristics during the Guarantee Period specified in this Agreement.

1.3.3 **Operational Cost Avoidance.** The following methodologies and/or calculations were used in determining the Operational Costs and/or avoided costs due to the Retrofit implementation. This section is to document standard formulas and/or a brief explanation of how the Operational Cost Savings is supposed to be generated.

1.3.4 **Other energy and operating savings measures taken include the following:**

1.4 **Guarantee Savings Measurement and Verification Plan**

1.4.1 **Measurement and Verification Methodology(s)**

Energy Conservation Measure	Electric Savings Verification Method	Fuel Savings Verification Method	Other Utility Savings Verification Method
1. High Efficiency Equipment	Chiller Savings Calculation	Boiler Savings Calculation	NA
2. End of Life Replacement	NA	NA	Avoided Replacement Cost

1.4.2 **Energy Cost Avoidance:** The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined heretofore. Energy cost avoidance may also include, but is not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the VEREGY involvement.

M&V Plan: Mutually Agreed Upon

1.4.3 **Constants:** The following constants and/or stipulated values are agreed to be reasonable and may be used in the calculation of the energy cost avoidance.

**ATTACHMENT F**

**FINAL DELIVERY AND ACCEPTANCE CERTIFICATE**

Project Name \_\_\_\_\_

Agreement Effective Date: \_\_\_\_\_

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

To: VEREGY

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

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

Owner Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

**ATTACHMENT G**

**FORM ALLOCATION OF SECTION 179D DEDUCTION**

<b>ADDRESS OF GOVERNMENT-OWNED BUILDING:</b>  Project Name: _____ Project Street: _____ Project City, State & Zip Code: _____	
<b>AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE GOVERNMENT-OWNED BUILDING:</b>  Owner Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
<b>AUTHORIZED REPRESENTATIVE OF DESIGNER RECEIVING THE ALLOCATION OF THE SECTION 179D DEDUCTION:</b>  Designer Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
<b>PROJECT COST:</b> _____	
<b>DATE PROJECT PLACED IN SERVICE:</b> _____	
<b>AMOUNT OF SECTION 179D DEDUCTION ALLOCATED TO THE DESIGNER:</b>  Building Envelope: _____ Lighting System: _____ HVAC System: _____ TOTAL: _____	

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

AUTHORIZED REPRESENTATIVE OF  
OWNER OF GOVERNMENT-OWNED BUILDING:

AUTHORIZED REPRESENTATIVE OF  
DESIGNER:

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

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

# LAKE LAND COLLEGE

## MEMO

**To:** Dr. Josh Bullock, President  
**From:** Jeremy Moore, Facilities Planning Manager  
**Date:** June 5, 2024  
**Subject:** Dynamic Controls – EcoStruxure Transition

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I am pleased to present a proposal from Dynamic Controls, Inc. for the transition of our outdated and obsolete Main Campus Andover Continuum BAS (Building Automation System) to Schneider EcoStruxure along with performing PME (Power Management) and EcoStruxure Migration to Microsoft Server 2022.

**Purpose:** The goal is to modernize our BAS, enhance system efficiency, and ensure compatibility with future advancements. Manufacturer support for the existing Andover Continuum system is ending Dec '24. Also, support of existing Microsoft Server 2016 is ending Dec '24. By adopting EcoStruxure technology we improve performance, reliability, and long-term sustainability while saving upfront capital through a structured replacement approach.

**Benefits:**

- Improved system efficiency and reliability.
- Compatibility with future technology upgrades.
- Cost savings through strategic controller replacement.
- Enhanced performance with PME and EcoStruxure Migration.
- Increased cyber security by upgrading server.

Dynamic Controls, Inc. is an authorized Schneider Electric EcoXpert partner in the state of Illinois. DCI is uniquely positioned as the only EcoXpert partner supporting Andover Continuum within the EcoStruxure framework. Therefore, selecting DCI as a sole source provider ensures continuity, quality, and specialized support that is unavailable from other vendors, making them uniquely qualified to meet our needs.

**Conclusion:** I recommend approval of this proposal to advance our building infrastructure, ensuring long-term sustainability and efficiency gains. Please review the detailed proposal attached for further information. Should you require any further information, please do not hesitate to contact me.

DCI Quote #20436

Date: March 1<sup>st</sup>, 2024

To: Lake Land College  
Attn: Mr. Jeremy Moore  
Proposal expiration date: June 12<sup>th</sup>, 2024

**PROJECT: Lake Land College Schneider Electric EcoStruxure Transition**

**Main Campus Buildings listed below : \$1,071,392.00.**  
**PME & EcoStruxure Migration to Microsoft Server 2022: \$51,052.00**  
**Total Price: \$1,122,444.00**

*Summary:*

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This Proposal is for performing an EcoStruxure Transition of the existing Main Campus Continuum BAS.

The EcoStruxure Transition consists of upgrading the Programming and Graphics in each of the existing Continuum Controllers to EcoStruxure. We will also replace the existing Network Communication Controllers in each of the listed Buildings that does not currently have an EcoStruxure Automation Server.

The purpose of this scope of work is to bring the existing Programming and Graphics, within the existing Continuum Controllers, up the latest EcoStruxure Building Operation. This work will allow a structured approach to replacing failed Continuum Controllers with modern EcoStruxure Controllers as Continuum Controllers production and repair ends this year. This approach eliminates the need to do a complete “rip and replace” scope of work saving the College substantial upfront capital.

This scope of work also includes performing PME and EcoStruxure Migration to Microsoft Server 2022.

*Scope of work:*

*Fieldhouse:*

---

- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controllers will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(384)** Points within the Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*Fitness Center:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(138)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*Lensink Hall:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(86)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*Library:*

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- We will update the existing AS-P's software
- We will Re-program the existing **(604)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*Northeast:*

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- We will update the existing AS-P's software
- We will Re-program the existing **(1,250)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Northwest:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(866)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Physical Plant:*

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- We will provide and install a pre-built Master Control Panel with the following Controller and devices:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(50)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Powerhouse:*

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- We will provide and install a pre-built Master Control Panel with the following Controller and devices:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.

- We will Re-program the existing **(146)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Pumphouse 4 & 5:*

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- Pumphouse 4 is controlled from the John Deere Building
- Pumphouse 5 is controlled from the Powerhouse
- We will Re-program the existing **(24)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Old Part Student Center:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(668)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *VOC Tech:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(404)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Webb Hall:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(1,178)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *West Building:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(1,174)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Exclusions:*

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- All work and materials normally considered to be responsibility of the site Electrical Contractor will be excluded (Including, but not limited to, VFD's, starters, disconnects, line voltage, and power wiring).
- All work and materials normally considered to be the responsibility of the site Mechanical Contractor will be excluded (Including, but not limited to, installation of control valves, dampers, temperature wells).
- Any other repairs or replacements to the existing Controls have not been included in this Proposal.
- Any necessary painting and patching will be excluded from this proposal.
- Premium time has been excluded from this proposal.
- Material taxes have not been included in this proposal.



Thank you for your consideration on this project. Please call if you have any questions or comments.

Kind Regards,

Jeff Arnett  
Dynamic Controls Inc.

*Fitness Center:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(138)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*Lensink Hall:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(86)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*Library:*

---

- We will update the existing AS-P's software
- We will Re-program the existing **(604)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*Northeast:*

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- We will update the existing AS-P's software
- We will Re-program the existing **(1,250)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Northwest:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(866)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Physical Plant:*

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- We will provide and install a pre-built Master Control Panel with the following Controller and devices:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(50)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Powerhouse:*

---

- We will provide and install a pre-built Master Control Panel with the following Controller and devices:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.

- We will Re-program the existing **(146)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Pumphouse 4 & 5:*

---

- Pumphouse 4 is controlled from the John Deere Building
- Pumphouse 5 is controlled from the Powerhouse
- We will Re-program the existing **(24)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *Old Part Student Center:*

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- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(668)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

#### *VOC Tech:*

---

- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(404)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*Webb Hall:*

---

- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(1,178)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*West Building:*

---

- We will provide and install the following Controller and devices into the existing Enclosure:
  - (1) Schneider Electric Automation Server (AS-P)
  - (1) Schneider Electric AS-P power supply. (Existing 120VAC reused)
  - (1) Network Switch and power supply.
- The existing Continuum Net Controller will be removed and will be replaced with the above AS-P.
- We will Re-program the existing **(1,174)** Points within the existing Continuum Controllers with EcoStruxure Building Operation Programming, and Graphics.
- Extend existing Network and terminate at Network Switch
- Run CAT 6 from Master Control Panel out to the associated Continuum Controllers for later use

*Exclusions:*

---

- All work and materials normally considered to be responsibility of the site Electrical Contractor will be excluded (Including, but not limited to, VFD's, starters, disconnects, line voltage, and power wiring).
- All work and materials normally considered to be the responsibility of the site Mechanical Contractor will be excluded (Including, but not limited to, installation of control valves, dampers, temperature wells).
- Any other repairs or replacements to the existing Controls have not been included in this Proposal.
- Any necessary painting and patching will be excluded from this proposal.
- Premium time has been excluded from this proposal.
- Material taxes have not been included in this proposal.



Thank you for your consideration on this project. Please call if you have any questions or comments.

Kind Regards,

Jeff Arnett  
Dynamic Controls Inc.

**LAKE LAND**  
**COLLEGE**  

---

**FOUNDATION**

# MEMO

**TO:** Lake Land College Board of Trustees  
**FROM:** Christi Donsbach, Executive Director for College Advancement  
**CC:** Dr. Josh Bullock, President  
**DATE:** May 16, 2024  
**RE:** Gift-in-Kind equipment item

---

Lake Land College Foundation has received recent notification from Brian Madlem, Automotive Instructor, of a gift-in-kind item of a Subaru Forester vehicle from donor Eli Copple to our automotive program. The vehicle is valued at \$2,000.

The Foundation approved the gift-in-kind equipment donation and respectfully requests the Board of Trustees to move to accept this donation from the Lake Land College Foundation.

# Gift-in-Kind Certification

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

Donor's Name Eli Copple Organization \_\_\_\_\_

Address 710 W Elm St. City Teutopolis State/Zip IL 62467

Telephone 217-240-5160 Fax \_\_\_\_\_

Donor's Estimated Value \$ 2,000.00

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

Description Subaru Forester

Location of Item \_\_\_\_\_ Transportation Cost \_\_\_\_\_

Vehicle Year: 2005 Make: Subaru Model: Forester VIN: \_\_\_\_\_

Unit Receiving Gift Automotive Program Donor intent/restrictions Use for automotive instruction

Gift Usage Plan:

Use/holding/Maintenance (including operating/storage cost) \_\_\_\_\_

Sale/disposition of gift (including cost) \_\_\_\_\_

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

Donor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## CERTIFICATION BY RECEIVING OFFICIAL

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

Gift Receiver \_\_\_\_\_ Date \_\_\_\_\_

## ACADEMIC/FOUNDATION REVIEW

Division Chair \_\_\_\_\_ Date: \_\_\_\_\_

Vice President \_\_\_\_\_ Date: \_\_\_\_\_

Foundation CEO \_\_\_\_\_ Date: \_\_\_\_\_

Foundation Treasurer \_\_\_\_\_ Date: \_\_\_\_\_

## FOUNDATION REVIEW/APPROVAL

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

Foundation President \_\_\_\_\_ Date: \_\_\_\_\_

## BOARD OF TRUSTEE APPROVAL

Lake Land College President \_\_\_\_\_ Date: \_\_\_\_\_

Board of Trustees of Community College Dist. 517 \_\_\_\_\_ Date: \_\_\_\_\_

# MEMO

**TO:** Lake Land College Board of Trustees  
**FROM:** Christi Donsbach, Executive Director for College Advancement  
**CC:** Dr. Josh Bullock, President  
**DATE:** May 23, 2024  
**RE:** Gift-in-Kind equipment items – Patterson Technology Center

---

Lake Land College Foundation has received recent notification of an updated amount from the original gift in kind items donated on 05/08/2023 from Patterson Technology Center, Inc. at a confidential amount. Items include miscellaneous office equipment, furniture and technology from the Effingham facility. The equipment will be used to outfit buildings for Lake Land College's use and unused items will follow College surplus guidelines.

I respectfully request the Board of Trustees move to accept this donation from the Lake Land College Foundation.

# MEMO

TO: John Woodruff, Vice President for Business Services

FROM: David Stewart, Chief Information Officer

DATE: June 4, 2024

RE: Approval of Three-Year Agreement with Mongoose Research, Inc. of New York for Texting, Chat and AI Assistant

---

ISS is seeking approval for a new three-year agreement with Mongoose Research, Inc. of New York to provide texting, chat, and AI assistant services for our community college. The implementation of these services is critical to enhancing student engagement, improving communication, and streamlining administrative processes.

As the demand for efficient and responsive communication with students grows, traditional methods such as email and phone calls are proving to be insufficient. Mongoose Research, Inc. offers a comprehensive solution with their Cadence platform, which integrates texting, chat, and AI assistant functionalities. This platform is designed to meet the unique needs of educational institutions, ensuring that students receive timely and relevant information. In June 2021, Lake Land College originally purchased a 3-year agreement for texting and chat solutions with Mongoose. Implementation of this tool led to enhanced student engagement, improved administrative efficiency, and cost savings. For example, Cadence has significantly enhanced communication and engagement on campus by providing an additional reminder for important deadlines and increasing participation in Student Life events. Its implementation has led to a 6% increase in TRiO SSS recruitment and has been particularly effective in prospective student outreach by enabling text communication with both students and their parents. The platform's analytics capabilities, including a 98% deliverability rate and campaign success tracking, help improve the effectiveness of communication strategies. Overall, Cadence is user-friendly, responsive to suggestions, and poised to further integrate into campus communication plans with more training and wider implementation.

The proposed three-year agreement with Mongoose Research, Inc. includes the following financial details (billed annually):

- Year 1: \$35,000 (After \$11,000 prorated credit for Chat)
- Year 2: \$38,671 (After \$7,328 prorated credit for Chat)
- Year 3: \$46,000
- Total Cost Over Three Years: \$119,671.00

The investment in this platform is justified by the continued improvements in student engagement, administrative efficiency, and overall cost savings. The adoption of Mongoose Research, Inc.'s texting,

June 4, 2024

chat, and AI assistant services represents a strategic investment in the future of our college. By enhancing communication and engagement with students, we can improve their educational experience and support their academic success. I strongly recommend the approval of this three-year agreement to ensure that our institution remains at the forefront of innovation in student services.

I respectfully ask the Board of Trustees to approve the 3-year, \$119,671.00 contract with Mongoose Research for the Cadence platform to continue providing student texting, chat, and now expand to AI Support Assistance. The costs will be invoiced annually and the Year 1 \$35,000.00 cost has been added to the ISS FY25 budget.

**Lake Land College**

5001 Lake Land Blvd  
Mattoon, IL 61938  
United States

**Prepared by: Mike Seaman**

Account Manager  
mikes@hellomongoose.com  
+17164177440

**Tony Sharp**

tsharp1@lakelandcollege.edu  
217-234-5545

**Quote Number:** 20240501-190330349**Created Date:** May 1, 2024**Quote expires:** May 31, 2024**Mongoose**

6506 E Quaker Street  
Suite 202  
Orchard Park, NY 14127  
US

**Contract Term:** July 1, 2024 - June 30, 2027

PRODUCT NAME	QUANTITY	DESCRIPTION	TOTAL FEES
Essential Package	1	Access to the texting and web chat tools for up to (17) teams. Includes (1) AI Chat Assistant, Live Chat & Lead Capture, (3) shared inboxes per team, standard message sending speed for shared inboxes, sending of MMS (multimedia messaging service) content, mobile number validation on import and through in-product tool, Compliance Management, unlimited users, and up to 10,000 outgoing messages permitted per day per team. Also includes 1,000 Cadence Credits, and the option for text-enabled landlines, voice call forwarding, and porting in of eligible numbers. Data integration options include CSV file, FTP/SFTP, access to the Cadence API, or access to (1) pre-built integration per team chosen from available options.	\$35,000.00 / year

**Future Payments**

Payments that are due later.

PRODUCT NAME	QUANTITY	DESCRIPTION	TOTAL FEES
Essential Package Year 2 <b>Payment starts: 7/1/25</b>	1	Year 2 of Essential Package above	\$38,671.00 / year
Essential Package Year 3 <b>Payment starts: 7/1/26</b>	1	Year 3 of Essential Package above	\$46,000.00 / year

**Due now****\$35,000.00****Payment Terms**

Invoice 1: \$35000 (After \$11,000 credit for Chat)

Invoice 2: \$38,671 ( After \$7328 credit for chat)

Invoice 3: \$46,000

Subscriber agrees to pay Mongoose Research, Inc., the applicable fees set forth on this order form, upon 30 days of the signed date and within 30 days of the anniversary date thereafter for subsequent terms. Mongoose Research, Inc., will invoice the Subscriber 30 days prior to the beginning of the term unless explicitly stated otherwise in the Master Service Agreement. Failure to comply with the terms and conditions can result in serious consequences such as account suspension or termination, loss of data, or even legal action. Therefore, it is essential to ensure that you fully understand and agree to the terms and conditions before using any product or service.

**Contract Language**

This Order Form is entered into pursuant to the Master Services Agreement by and between Mongoose Research, Inc., and "Subscriber" ("you," or "your") ("Agreement") upon the signature of both parties. This Order Form is effective as of the date stated on the Agreement. This Order Form is valid and binding on the Parties only when executed by both Parties and is subject to the additional terms in the Agreement. Capitalized terms not defined in this Order Form are as defined in the Agreement. Order Form expires in 30 days from Created Date if not signed by Subscriber. This Order Form is subject to and governed by the terms and conditions of the Master Services Agreement, either attached hereto and signed by Mongoose Research, Inc., and Subscriber. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement.

Client is subject to Twilio's Messaging Policy (<https://www.twilio.com/en-us/legal/messaging-policy>).

Trust Score. A Client's trust score ("Trust Score") is assigned by the Campaign Registry ("TCR") TCR is an independent third-party created by wireless carriers to vet all message traffic being sent via application-to-person ("A2P") messaging. Client acknowledges and agrees that Mongoose shall be in no way responsible or liable for the Trust Score assigned to Client. Client shall contact TCR regarding any issues with its Trust Score.

**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

John Woodruff  
\_\_\_\_\_

Printed name

**Countersignature (Mongoose Research, Inc.)**

\_\_\_\_\_  
Countersignature

5/29/24  
\_\_\_\_\_

Date

Leslie Skwara  
\_\_\_\_\_

Printed name

**Certificate Of Completion**

Envelope Id: 888BB7BDB58B4167ABEC39C73FB2FC94	Status: Delivered
Subject: DocuSign Notice: Mongoose Cadence - Lake Land College	
Source Envelope:	
Document Pages: 3	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jacob Duoli
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	6506 E. Quaker Road
	Suite 202
	Orchard Park, NY 14127
	jacobd@hellomongoose.com
	IP Address: 72.231.190.192

**Record Tracking**

Status: Original	Holder: Jacob Duoli	Location: DocuSign
5/29/2024 11:08:21 AM	jacobd@hellomongoose.com	

**Signer Events**

Signature	Timestamp
John Woodruff jwoodruff2@lakelandcollege.edu Vice President for Business Services Security Level: Email, Account Authentication (None)	Sent: 5/29/2024 11:09:45 AM Viewed: 5/29/2024 12:35:10 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/29/2024 12:35:10 PM ID: 050c1838-6f44-49ae-a5c2-c8eb965c60aa	

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Mike Seaman mikes@hellomongoose.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/29/2024 11:09:46 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	5/29/2024 11:09:46 AM
Certified Delivered	Security Checked	5/29/2024 12:35:10 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Mongoose Research (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Mongoose Research:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [amberp@mongooseresearch.com](mailto:amberp@mongooseresearch.com)

### **To advise Mongoose Research of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [amberp@mongooseresearch.com](mailto:amberp@mongooseresearch.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Mongoose Research**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [amberp@mongooseresearch.com](mailto:amberp@mongooseresearch.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Mongoose Research**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [amberp@mongooseresearch.com](mailto:amberp@mongooseresearch.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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**LAKE LAND COLLEGE  
BOARD OF TRUSTEES  
HUMAN RESOURCES REPORT  
June 10, 2024**

**The following employees are recommended for FMLA leave. Board policy 05.04.12.**

Bennett, Lisa	5/20/24-7/3/24
Bretscher, Emily	12/5/27-3/6/25
Bowen, Mercury	5/20/24-Intermittent
Huddleston, Lacy	10/8/24-1/1/25
Jarrell, Charlie	5/13/24-6/21/24
McKenzie, Michelle	5/28/24-7/5/24

**Additional Appointments**

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

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Koontz, Willow	Newspaper Editor - Student Newspaper Primary position College Work-Study	5/13/24
Perkins, Alexandria	Test Proctor Primary position College Work-Study	5/2/24

**End Additional Appointments**

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

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Fatheree, Dustyn	IEL Instructor Primary position Director of Adult Education	5/8/24
Morlen, Andrew	Ast Baseball Coach Vol, Pt groundskeeper Primary position Fitness Center Specialist	4/11/24
Samuelson, Lauryn	Admissions and Records Commencement Ast Primary position Perkins Student Worker	5/10/24
Stolz, Timothy	Coordinator of Student Life IEL Instructor	5/14/24 5/8/24
Therriault, Emma	Primary position Student Life Specialist Admissions and Records Commencement Ast Primary position Perkins Student Worker	5/10/24

**New Hire-Employees**

**The following employees are recommended for hire**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time Tenure Track</b>		
Lucht, Sarah	Communication Instructor	8/16/24
<b>Full-time</b>		
Helminck, Jeanine	Administrative Assistant to Career Services	6/11/24
Paulson, Kristi	Dir of Fitness Center/Head Softball Coach	6/11/24

**Part-time**

Arnold, Chad	Community Learning Instructor	6/3/24
Coad, Samantha	IDOC CPR Instructor	5/6/24
Hartke, Abby	Adjunct Faculty Humanities Division	8/16/24
Higgs, David	Technical Support Assistant	5/20/24
Justice, McKenzie	Newspaper Editor - Student Newspaper	5/10/24
Rubin, Ariel	Print Shop Technician Assistant	5/14/24
Tackett, Jennifer	Dual Credit Coordinator	4/9/24
Thomas, Joseph	Admissions and Records Commencement Ast	5/6/24

**Terminations/Resignations****The following employees are terminating employment**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
Einhorn, Beth	Alternative Education Instructor	5/23/24
Hartke, Emily	Academic Counselor (Retired)	5/22/24
Redd, Michelle	Alternative Education Instructor	5/23/24
Reynolds, Theresa	Alternative Education Instructor	5/23/24
Shriver, Lindsay	Trio Destination College Outreach Advisor	5/31/24

**Part-time**

Duckett, Amy	Cosmetology Clinical Instr (hourly)	4/17/24
Green, Bennett	Admissions and Records Commencement Ast	5/10/24
James, Asia	Admissions and Records Data Entry Assistant	5/2/24
Mriscin, Michael	Admissions and Records Commencement Ast	5/10/24
Roberts, Amaahd	Print Shop Technician Assistant	12/12/23
Robinson, James	Admissions and Records Commencement Ast	5/10/24
Songo, Divine	Library Assistant	5/9/24
Thomas, Joseph	Admissions and Record Commencement Ast	5/10/24

**Transfers/Promotions****The following employees are recommended for a change in position**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time Tenure Track</b>		
Harley, Scott	John Deere Technology Instructor	8/16/24
	Transferring from Adj Fac Ag Division	8/16/24
Robison, Walter	Applied Engineering Technology Instructor	8/16/24
	Transferring from Technical Training Specialist	
<b>Full-time</b>		
Carter, Adam	CBI Training Specialist	7/1/24
	Transferring from Technical Training Specialist	
Suckow, Jeff	Police Sergeant	6/23/24
	Transferring from Police Officer	