

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book
July 11, 2022
Regular Meeting No. 667

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

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



Regular Meeting No. 667
Monday, July 11, 2022, 6:00 p.m.
Board and Administration Center, Room 011, Mattoon

Agenda

I. Routine.

A. Call to Order.

B. Roll Call.

C. Consent Items.

(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 June 13, 2022, Regular Meeting.
2. Approval of Minutes of June 29, 2022 Special Meeting.
3. Approval of Agenda of July 11, 2022, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses.

For summary and details of bills refer to:

<https://www.lakelandcollege.edu/board-of-trustees/>

II. Public Hearing concerning the Intent of the Board of Trustees to Sell \$17,000,000 Funding Bonds for the Purpose of Paying Claims against the District.

III. Hearing of Citizens, Faculty and Staff.

IV. Committee Reports.

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

V. Business Items.

A. Non-Action Items.

	Board Book Page Number(s)
1. Quarterly Investment Report.	
2. Presentation of District Plaque to the Board of Trustees by the 2021-2022 National Tournament-Qualified Lake Land College Women's Softball Team.	
3. Athletic Department Honors.	26-30
4. Monthly Data Point Discussion – Spring 2022 End of Term Enrollment Report and Annual Enrollment Report for FY 2022.	
5. Summer Enrollment Report.	
6. Proposed Revisions to Board Policy 05.03 - <i>Bargaining Units</i> .	31-32
7. Proposed Revisions to Board Policy 06.38 – <i>Course Materials Rental</i> .	33-35
8. Calendar of Events.	36

B. Action Items.

	Board Book Page Number(s)
1. Acceptance of May 2022 Financial Statements.	37-42
2. Approval of Bid for MobileArc Augmented Reality Welding Systems.	43-44

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|----|---|-------|
| 3. | Approval of Bid for Parking Area and Roadway Sealing and Striping. | 45-46 |
| 4. | Approval of Lease Agreement Renewal with the City of Paris. | 47-55 |
| 5. | Approval of Amendment to the Contract with the CTS Group, a Veregy Company, of St. Louis, Missouri. | 56-82 |
| 6. | <p>Closed Session.</p> <p>Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1), closed session is called to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the College.</p> <p>[Return to Open Session - Roll Call]</p> | |
| 7. | Approval of Human Resources Report as Discussed in Closed Session. | 83-86 |
| 8. | Approval of Organizational Charts. | 87-93 |
| 9. | Approval of Lease Agreement for Early Childhood Education Program Initiative. | |

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

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



Regular Board Meeting No. 666
Board and Administration Center, Room 011
Mattoon, IL
June 13, 2022

Minutes

Call to Order.

Chair Sullivan called the June 13, 2022, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board & Administration Center, Mattoon, IL.

Chair Sullivan announced the Board would remove from the agenda action item #14 – Approval of Educational Services Contracts with the Illinois Department of Juvenile Justice (IDJJ).

Roll Call.

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

Trustees Absent: Trustee Kevin Curtis and Student Trustee Maggie Kelly.

Others Participating via Telephonic or Electronic Means: None.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Jean Anne Highland, Chief of Staff; Ms. Seirra Laughunn, Executive Assistant to the President's Office; Ms. Valerie Lynch, Vice President for Student Services; Mr. Greg Nuxoll, Vice President for Business Services; and members of the staff.

Approval of Consent Items.

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

1. Approval of Minutes of May 9, 2022, Regular Meeting.
2. Approval of Minutes of May 9, 2022, Closed Session Meeting.
3. Approval of Minutes of May 19, 2022, Special Board Meeting.

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4. Approval of Agenda of June 13, 2022, Board of Trustees Meeting.
5. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$	710,611.28
Building Fund	\$	28,691.06
Site & Construction Fund	\$	-
Bond & Interest Fund	\$	272,591.31
Auxiliary Services Fund	\$	45,344.81
Restricted Purposes Fund	\$	934,439.39
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	116,530.12
Student Accts Receivables	\$	102,572.91
Total	\$	2,210,780.88

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

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Committee Reports.

ICCTA/Legislative.

Trustee Walk said that she and several others from the college attended the ICCTA Annual Convention in Chicago on June 10 and 11, 2022. She said Trustee Mike Sullivan was acknowledged for his remarkable 35-years of service to the college and Dr. Bullock was awarded with the Advocacy Award for his outstanding leadership in advocating for the needs of students and the Illinois community college system. She said Ms. Bambi Jones, mathematics instructor, also attended as the college's nominee for the full-time faculty award.

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Resource & Development.

Trustee Cadwell, Committee Chair, said the Committee met recently and items will be discussed later in the meeting per the agenda.

Finance.

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

Buildings & Site.

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

Foundation.

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

- The Foundation and Financial Aid Offices would like to thank the Board of Trustees, President's Cabinet, faculty, staff and all of the volunteers who assisted in covering presentations at over 25 High School Awards nights! We could not have covered it without your assistance and truly appreciate all of your efforts!
- The Foundation team has been working alongside with ISS to implement our new donor software, Blackbaud Raiser's Edge NXT. This is expected to be a 4-6 month process.
- We hope you can join us for our Open House for the Foundation & Alumni Center and Workforce Development Center on Thursday, June 30th 4-7pm!
- Please save the date for the Foundation Annual Golf Classic on Friday, September 30, 2022 and help us spread the word. Registration will be opening soon!

Student Report.

Ms. Jean Anne Highland, Chief of Staff, provided the student report due to Ms. Maggie Kelly, Student Trustee, being absent. She congratulated the Lake Land Softball Team for their successful season! Their season record was an impressive 56-13 and they were the Great Rivers Conference Champions, NJCAA Region 24 Tournament Champions, and the 2022 NJCAA Central District Tournament Champions. She also reported that Lake Land is hosting a Laker Visit Day on June 16 from 9 a.m. to noon.

President's Report.

- Lake Land received no payments in May from the Illinois Department of Corrections (IDOC) or the Illinois Department of Juvenile Justice (IDJJ) toward the FY 2022

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outstanding balance. A total of \$359,917 remains outstanding for IDOC and \$38,034 for IDJJ.

- In May, the College received payments from the State of Illinois for FY 2022 credit hour reimbursement of \$333,617 and equalization payments of \$505,251. A balance of \$306,617 remains outstanding for credit hour reimbursement and \$505,251 for equalization.
- The College received no property tax payments in May.
- Special recognition to Jon Althaus, who will be retiring as the College's vice president for academic services at the end of June. Thank you Jon for your 30 years of dedicated service to Lake Land College and our students.

Business Items.

Non-action Items.

Inclusion and Diversity Education Committee Updates.

Ms. Kim Hunter, Director of Student Success Services, provided highlights of initiatives from the above-referenced Committee to advance inclusion and diversity education at the College.

Dean of Workforce Solutions and Community Education Updates.

Ms. Chris Strohl, Dean for Workforce Solutions and Community Education, provided highlights of current activities and initiatives within the above-referenced department.

Calendar of Events.

Trustees reviewed a calendar of upcoming events. Dr. Bullock highlighted the upcoming Finance Committee Meeting on June 27, 2022, the Special Board Meeting on June 29, 2022, and the Foundation Golf Classic on September 30, 2022.

Action Items.

Acceptance of April 2022 Financial Statements.

Trustees reviewed the April 2022 Financial Statements and heard from Mr. Greg Nuxoll, Vice President for Business Services, who highlighted the Financial Statements and significant variances.

Trustee Storm moved and Trustee Walk seconded to approve as presented the April 2022 Financial Statements.

There was no further discussion.

Roll Call Vote:

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

No: None.

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Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Delegation of Authority to President to Provide or Secure Education Services.

Trustees heard a request by Dr. Bullock that the Board grant authority to him, as College President, to provide or secure education services per Board Policies 10.01 and 02.03. He said examples include cooperative agreements for alternative schools and agreements with clinical sites.

Trustee Cadwell moved and Trustee Storm seconded to delegate authority to the College President to enter into contracts or agreements during FY 2023 to provide or secure education services per Board Policies 10.01 and 02.03.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Resolution No. 0622-009 Authorizing Treasurer to Transfer Interest Earned from Working Cash.

Trustees heard a recommendation from Dr. Bullock and reviewed Resolution No. 0622-009 to authorize 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 expenses by authority under the Illinois Public Community College Act.

Trustee Walk moved and Trustee Cadwell seconded to approve Resolution No. 0622-009 to authorize the College 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 expenses by authority under the Illinois Public Community College Act, Section 805/3-33. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Resolution No. 0622-010 Authorizing Treasurer to Invest Funds.

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Trustees heard a recommendation from Dr. Bullock and reviewed Resolution No. 0622-010 to authorize the Treasurer of the College to invest funds.

Trustee Reynolds moved and Trustee Cadwell seconded to approve Resolution No. 0622-010 as presented to authorize the College Treasurer to invest funds in accordance with provisions of the Illinois Community College Act and the Investment of Public Funds Act. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Resource Allocation Management Plan (RAMP).

Trustees reviewed a recommendation from Mr. Nuxoll that the Board approve the FY 2024 RAMP application for submission to ICCB. He said funding is being requested within one project title - Renovation of Existing Campus Buildings. He also said this includes the rehabilitation of the Kluthe Center for Higher Education, Northwest Classroom Building and the Northeast Classroom Building and a renovation of the West Building. Trustees learned that if the Renovation of Existing Buildings Project would be approved and appropriated, the total local match would be \$1,364,648 for the Kluthe Center for Higher Education, \$2,027,565 for the Northeast Classroom Building, and \$3,413,948 for the Northwest Classroom Building and \$1,375,000 for the West Building.

Trustee Storm moved and Trustee Reynolds seconded to approve the College's FY 2024 RAMP application packet as presented for submission to the Illinois Community College Board.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of ICCB Program Review Report.

Trustees heard a recommendation from Ms. Lisa Cole, Director of Assessment & Program Review, for the Board to approve the 2022 ICCB Program Review Report. Ms. Lisa Cole,

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Director of Data Analytics, provided highlights of the Report to the Trustees during the Board meeting.

Trustee Walk moved and Trustee Storm seconded to approve the FY 2022 ICCB Program Review Report for submission to the Illinois Community College Board.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of FY 2023 Base Salary Schedule, Excluding Correctional Centers.

Trustees reviewed a recommendation from Mr. Nuxoll requesting the Board to increase the starting salaries for new full-time employees to promote continued fairness and consistency across the institution.

Mr. Nuxoll said to assess and enhance the competitiveness of our current compensation structure, we elected to have Korn Ferry review the College's base salary structure outside of the regular three-year cycle. He said as a result of their review and to address wage compression issues, the administration is recommending increases in the starting salaries that range from 2.08% at the highest grade level 19 to 11.4% at the lowest grade level, based upon the mid-point increase. He said that current employees falling below the new minimum of their range after the FY 2023 5% wage increase will receive an additional wage adjustment for FY 2023 to ensure they meet the minimum of the FY 2023 Salary Grade Schedule.

Trustee Cadwell moved and Trustee Reynolds seconded to approve as presented the FY 2023 Salary Grades and Ranges Schedule for administrative, supervisory and support staff, excluding Correctional Center employees.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Purchase of Printer and Related Service Agreement.

Trustees reviewed a recommendation from Mr. Nuxoll for the Board to approve the purchase of a new Ricoh USA color printer and associated attachments at a cost of \$99,689.25. Trustees

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were provided the proposed purchase and five-year service agreement, detailing a 60-month service contract with a base cost of \$260 per month plus overages.

Trustee Reynolds moved and Trustee Cadwell seconded to approve the purchase of a new Ricoh USA color printer and associated attachments at a cost of \$99,689.25 and the related five-year service agreement, with a base cost of \$260 per month plus overages.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Bid for LiveArc Welding Performance Management System.

Trustees heard a recommendation from Mr. Nuxoll asking that the Board approve the bid from ILMO Products Co. of Mattoon, in the amount of \$61,761, for the purchase of a LiveArc Welding Performance Management System. Trustees were provided the bid tabulation sheet detailing ILMO Products submitting the lowest of two received bids.

Trustee Cadwell moved and Trustee Reynolds seconded to approve as presented the bid from ILMO Products Co. of Mattoon, in the amount of \$61,761, for the purchase of a LiveArc Welding Performance Management System, Project No. 2022-015.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Resolution No. 0622-011: Resolution setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds in a principal amount not to exceed \$17,000,000 for the purpose of paying claims against the District, and directing that notice of such intention be published as provided by law.

Trustees heard a recommendation from Mr. Nuxoll regarding this resolution being the next step in a months' long process for the College to secure bonding funds for the capital improvement projects recently shared with the Board of Trustees and Buildings and Site Committee in April 2022 such as the Kluthe Renovation, the Effingham Rural Development

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Technology Center, and landscaping. He said this recommended motion is presented in collaboration with PMA Securities, the College's financial advisory firm.

Trustee Cadwell moved and Trustee Storm seconded to approve as presented Resolution No. 0622-011 – Resolution setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds in a principal amount not to exceed \$17,000,000 for the purpose of paying claims against the District, and directing that notice of such intention be published as provided by law. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Resolution No. 0622-012 - Resolution calling a public hearing concerning the intent of the Board of Trustees of the District to sell \$17,000,000 general obligation funding bonds.

Trustees heard a recommendation from Mr. Nuxoll stating that, along with preceding action item, this Resolution is part of the on-going process to fund various capital improvement projects as previously discussed with the Board this past April.

Trustees learned that with Board approval of this Resolution, a public hearing will be scheduled at the beginning of the July 2022 regular Board meeting as part of the legal requirements for the bonding process. [A full and complete copy of the Resolution is attached to and part of these minutes.]

Trustee Storm moved and Trustee Walk seconded to approve as presented Resolution No. 0622-012 - Resolution calling a public hearing concerning the intent of the Board of Trustees of the District to sell \$17,000,000 general obligation funding bonds.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Acceptance of the ICCB Early Childhood Education Grant Award.

- Trustees heard a recommendation from Mr. Jon Althaus, Vice President for Academic Services, requesting the Board to accept the above-referenced grant, in the amount of \$696,605.68, from the Illinois Community College Board (ICCB). Mr. Althaus reported this grant was created to provide support to colleges in providing streamlined paths to degrees, licenses, and credentials to members of the early childhood incumbent workforce. He said the College will use these grant funds to:
 - Work closely with Early Childhood Higher Education Navigators to promote our degree program to incumbent workers who are currently employed in childcare settings and to help incumbent workers pay for tuition, fees, books, childcare and transportation to complete their postsecondary education in the field.
 - Hire a coach to provide services to these students, such as academic advisement, assistance completing financial aid and scholarship applications, goal setting and classroom assistance.
 - Lease space for an off-campus childcare facility in Mattoon and create a program for 10 children ages three to five where they will attend from 8 am to noon, Monday through Friday. This will allow Early Childhood students to work in a childcare setting under the supervision of a faculty director. A part-time teacher will be hired to teach in the classroom.
 - Provide a course via the HyFlex model at the Lake Land College Kluthe Center in Effingham one evening per week to educate incumbent workers who are working during the day and need to complete their educational needs.

Trustee Reynolds moved and Trustee Walk seconded to accept as presented the Early Childhood Education Grant Award from the Illinois Community College Board in the amount of \$696,605.68.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Lease Agreement with Local Workforce Innovation Area 23.

Trustees heard a recommendation from Mr. Nuxoll requesting the Board to approve a lease agreement with the Local Workforce Innovation Area 23, as lessee, for program operations located at the Workforce Development Center on the main campus. Trustees were provided the proposed lease agreement which specifies a rent amount of \$1,616.25 per quarter for an area consisting of approximately 431 square feet. Mr. Nuxoll said that the College is agreeing to be responsible for all maintenance, utilities and services related to the property.

Trustee Walk moved and Trustee Storm seconded to approve as presented the lease renewal agreement between the College, as lessor, and Local Workforce Innovation Area 23 as lessee, for the period July 1, 2022, through June 30, 2023, with a quarterly rent payment of \$1,616.25

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for approximately 431 square feet of space at the College's Workforce Development Center of the main campus.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Kluthe Center Roof Replacement Project.

Trustees heard a recommendation from Mr. Nuxoll requesting the Board to approve proceeding with a project to replace the Kluthe Center roof at an estimated cost of \$340,879 and utilizing CTS Group, a Veregy Company, of St. Louis, Missouri, who will lead the project in areas of cost estimating, bid administration, engineering and design. He said that proceeding with this project would be contingent upon a formal amendment to the existing Master Performance Contract with CTS Group. Mr. Nuxoll reported that the College is currently installing new air conditioning units at the Kluthe Center, which are much smaller than the existing units. He said once the new units are installed the College will either need to repair the aging roof or put an entirely new roof on the building, Mr. Nuxoll recommended the college replace the roof as part of the overall efforts to renovate the Kluthe Building. He said with Board approval, the administration will use a portion of the new bonds to fund the new roof project.

Trustee Cadwell moved and Trustee Reynolds seconded to approve as presented the administration's request to proceed with a new roof installation project at the Kluthe Center in Effingham for the total cost of \$340,879, contingent upon a formal amendment to the existing Master Performance Contract with the CTS Group of St. Louis Missouri, who will lead the project in areas of cost estimating, bid administration, engineering and design.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Real Estate Purchase and Sale Agreement for 30.1 Acres of Property Directly Adjacent to the North side of the College's Main Campus.

Trustees heard a recommendation from Mr. Nuxoll requesting the Board grant approval to enter into a real estate purchase and sale agreement to finalize the purchase of 30.1 acres of property directly adjacent to the north side of the College's main campus. He said during the

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May 2022 regular meeting, the Board granted approval to the administration to formally offer to purchase this land at a purchase price of \$620,000. Trustees were provided the proposed and partially executed Real Estate Purchase and Sale agreement, which was developed in consultation with the College's legal counsel, Robbins Schwartz, and signed by the seller. for the Board to approve

Trustee Storm moved and Trustee Walk seconded to approve as presented a Real Estate Purchase and Sale Agreement with Reginald H. Phillips and Martha R. Phillips, as seller, and the College, as purchaser, for the purchase of 30.1 acres of property adjacent to the north side of the College's main campus at a purchase price of \$620,000.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

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

Ms. Jean Anne Highland, Chief of Staff, previously notified Trustees via email on May 26, 2022, that the basis for her recommended motion was posted in each Trustee's respective electronic folders. Since that time, she has received no questions regarding her recommendations for which closed session minutes to release nor has she received any requests to discuss the recommendation motion in closed session.

Trustee Walk moved and Trustee Cadwell seconded to approve the release of closed session minutes for section 1 of the December 13, 2021 meeting; section 1 of the April 14, 2022 Buildings and Site Committee meeting; section 1 of the April 18, 2022 meeting; and not approve the release of closed session minutes for all other sections in this review period as the need for confidentiality still exists. This recommendation is for the six-month review period since December 13, 2021.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Approval of Human Resources Report.

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.

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

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Alexander, Adam	Newspaper Editor - Student Newspaper	8/1/22
Alfauri, Hamza	Print Shop Technician Assistant	5/9/22
Babbs, Braydon	CBI Student Intern	5/17/22
Estacio, Estiven	Print Shop Technician Assistant	5/16/22
Frazier, Darrius	Admissions and Records Data Entry Assistant	5/10/22
Garcia Orozco, Karen	International Student Ambassador	5/23/22
Matheny, Andrew	International Student Ambassador	5/23/22

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Frazier, Darrius	Admissions and Records Data Entry Assistant	5/13/22
Reed, Kaleb	Admissions and Records Data Entry Assistant	5/13/22
Sample, Stephanie	Admissions and Records Data Entry Assistant	5/13/22
Thomas, Joseph	Admissions and Records Data Entry Assistant	5/13/22
Vonderheide, Anthony	Admissions and Records Data Entry Assistant	5/12/22

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Volunteer-unpaid		
Bloemer, Shawna	Dual Credit Instructor	5/11/22
Ghere, Lori	Dual Credit Instructor	5/26/22
Knebel, Lurna	Dual Credit Instructor	1/10/22
Pullen, Logan	Dual Credit Instructor	5/12/22
Full-time		
Carr, Sarah	Administrative Assist to Technology	6/20/22
Walk, Penny	Donor Information & Database Coordinator	6/29/22
Full-time Grant Funded		
Shriver, Lindsay	Outreach Advisor Trio DC	6/14/22
Part-time		
Aldarondo Perez, Alondra	Bookstore Rush Worker	5/5/22
Allee, Sydney	Admissions and Records Data Entry Assistant	5/17/22

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Bartley, Ashley	Fitness Center Specialist	5/12/22
Bryson, Beverly	Bookstore Rush Worker	5/9/22
Butler, Kaylee	Dual Credit Coordinator	5/19/22
Cothorn, Kelly	Communications Specialist	5/18/22
Hyatt, Josey	Student Assistance Specialist	6/1/22
Rilenge, Jodie	Adjunct Faculty Allied Health Division	8/22/22
Rogers, Mary	Ofc Assistant to Allied Health Programs	6/6/22
Rothermel, Judith	Human Resources Assistant	5/16/22

Part-time-Grant Funded

Bauman, Lauren	Agriculture Education Intern	5/9/22
Benhoff, Brooke	Agriculture Education Intern	5/9/22
Draper, Bailey	Agriculture Education Intern	5/9/22
Foxworthy, Baylee	Agriculture Education Intern	5/9/22
Kessler, Riley	Agriculture Education Intern	5/9/22
Klockenga, Halle	Agriculture Education Intern	5/9/22
Osborne, Alexanndria	Agriculture Education Intern	5/9/22
Scherer, Lindsey	Agriculture Education Intern	5/9/22
Sherrerd, Lillie	Agriculture Education Intern	5/9/22
Sims, Raegan	Agriculture Education Intern	5/9/22

Terminations/Resignations**The following employees are terminating employment**

	Position	Effective Date
Full-time		
Coop, Tylana	Associate Dean of Correctional Programs	4/29/22
Cox, Jane	Administrative Assistant to Career Services	2/24/22
Jackson, Nicole	Donor Information & Database Coordinator	4/15/22
Montgomery, Cathy	Administrative Ast to Agriculture & Technology	5/13/22
Monti, Francesca	Correctional Office Assistant	4/27/22

Part-time

Bushue, Tyler	Commercial Driver Training Instructor	5/18/22
Cushing, Jaime	Clinical Dentist	3/16/22
Donnel, Megan	Cosmetology Clinical Instr (hourly)	4/14/22
Greuel, Katherine	Lake Land College Student Trustee	4/18/22
Haslett, Suzanne	Clinical Dentist	6/30/21
Lawrence, Jessalyn	Covid Test Collection Assistant	3/30/22

Transfers/Promotions**The following employee is recommended for a change in position**

	Position	Effective Date
Full-time		

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Adams, Trisha	Correctional Office Assistant From Correctional Career Technology	4/18/22
Nead, Kaitlyn	Coordinator for Student Comm. & Initiative From Admissions Representative	5/2/22

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: None.

Absent: Trustee Curtis and Student Trustee Maggie Kelly.

Motion carried.

Other Business. (Non-action)

There was no additional discussion.

Adjournment.

Trustee Walk moved and Trustee Reynolds seconded to adjourn the meeting at 7:14 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/

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



Special Meeting
Board and Administration Center
Room 011, Mattoon, IL
June 29, 2022

Minutes

Call to Order.

Chair Sullivan called the special meeting of the Lake Land College Board of Trustees to order at 3:00 p.m. in room 011 of the Board and Administration Center, Mattoon.

Chair Sullivan appointed Trustee Storm to serve as Secretary Pro Tem in the absence of Board Secretary Tom Wright.

Roll Call.

Trustees Physically Present: Mr. Gary Cadwell, Vice Chair; Mr. Kevin Curtis; Ms. Doris Reynolds, Mr. Dave Storm, and Mr. Mike Sullivan, Chair.

Trustees Absent: Ms. Denise Walk, Mr. Tom Wright and Ms. Maggie Kelly, Student Trustee.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Valerie Lynch, Vice President for Student Services; Mr. Greg Nuxoll, Vice President for Business Services; Ms. Jean Anne Grunloh, Chief of Staff; Ms. Seirra Laughunn, Executive Assistant to the President's Office and members of the staff.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Non-action Items:

Presentation of FY 2023 Budget.

President Bullock provided highlights of the proposed FY 2023 Budget and comparisons to the FY 2022 Budget. Dr. Bullock, Mr. Greg Nuxoll, Vice President for Business Services, and Ms.

Lake Land College Board of Trustees
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Madge Shoot, Comptroller, answered various questions by Trustees. Dr. Bullock explained the impact of the SURS pass-through, which the College is required by law to include in its accounting processes. Trustees learned the FY 2023 total budget is being presented as balanced at \$113,811,711, with the operating budget (Fund 1 and Fund 2) also being presented as a balanced budget with estimated income of \$57,775,950, and corresponding expenditures of this same amount. Trustees reviewed the proposed budget and learned the administration must display the proposed budget for public comment for at least 30 days prior to final approval by the Board. Thus, the administration will request final approval of the FY 2023 Budget during the regular Board meeting to be held Monday, August 8, 2022.

Action Items:

Approval of FY 2023 Part-Time Rates and Stipends

Trustees reviewed a recommendation from Ms. Dustha Wahls, Director of Human Resources, that included a listing of part-time rates and stipends recommended for FY 2023. She said the administration has conducted a thorough and comprehensive evaluation this spring. Trustees reviewed the FY 2023 Part-time Rates and Stipends schedule and learned there were numerous proposed changes, including an increase in adjunct rates, to help the College be better able to attract, motivate, and retain a highly qualified workforce in a cost-effective manner.

Ms. Wahls also said that due to the minimum wage increase that will go into effect January 1, 2023, our proposed part-time rates will be in effect July 1, 2022 through December 31, 2022, and thus not the entire fiscal year. The administration will update the part-time rates later this year and bring a recommendation back to the Board for consideration at that time.

Trustee Curtis moved and Trustee Cadwell seconded to approve as presented the FY 2023 Part-time Rates and Stipends schedule, with various increases detailed by position on the schedule.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: Trustees Walk and Wright.

Motion carried.

Approval of Part-Time Staff Hourly Increases

Trustees heard a recommendation from Ms. Wahls that the Board approve a 5.0% increase effective July 1, 2022, for all current part-time employees.

Lake Land College Board of Trustees
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Trustee Cadwell moved and Trustee Reynolds seconded to approve a 5.0% increase for current part-time employees effective July 1, 2022, with employees who still fall below the minimum part-time rate after applying the 5% increase receiving an additional adjustment to ensure they meet the minimum part-time hourly wage rate for the position per the FY 2023 Part-time Rates and Stipends schedule.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: Trustees Walk and Wright.

Motion carried.

Approval of Educational Services Contracts with the Illinois Department of Juvenile Justice (IDJJ).

Trustees reviewed a memorandum from Mr. Brandon Young, Dean of Correctional Programs, and heard a recommendation from Dr. Bullock for the Board to approve an agreement with the Illinois Department of Juvenile Justice for the three-year period of July 1, 2022 through June 30, 2025, so the College may continue providing educational services at two IDJJ facilities including the Illinois Youth Center (IYC) at St. Charles and the IYC at Harrisburg and for the potential of part-time programming at three additional sites including IYC Chicago, IYC Warrenville and IYC Pere Marquette, with the total price of the contract at \$2,367,649.13 and a 10% indirect cost allocation plan. Trustees also reviewed the proposed contract renewal. Dr. Bullock highlighted how utilization of existing staff might lead to the potential for part-time programming at the three additional sites.

Trustee Storm moved and Trustee Curtis seconded to approve as presented the agreement with the Illinois Department of Juvenile Justice for the three-year period of July 1, 2022 through June 30, 2025, so the College may continue providing educational services at two IDJJ facilities including the Illinois Youth Center (IYC) at St. Charles and the IYC at Harrisburg and for the potential of part-time programming at three additional sites including IYC Chicago, IYC Warrenville and IYC Pere Marquette, with the total price of the contract at \$2,367,649.13 and a 10% indirect cost allocation plan.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: Trustees Walk and Wright.

Motion carried.

Approval of MOU with AFSCME.

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Trustees heard a recommendation from Ms. Wahls for the Board to approve a Memorandum of Understanding (MOU) with the American Federation of State, County, and Municipal Employees (AFSCME) Council 31. Ms. Wahls said that since the ratification of the collective bargaining agreement, AFSCME petitioned the Illinois Education Labor Relations Board for inclusion of instructors of Illinois Youth Center at St. Charles to be covered under their collective bargaining agreement. She also explained that in reviewing the collective bargaining agreement, there are some terminology differences for which the proposed MOU provides guidance on the equivalent terminology between the Department of Corrections and Department of Juvenile Justice.

Trustee Cadwell moved and Trustee Curtis seconded to approve a Memorandum of Understanding (MOU) with the American Federation of State, County and Municipal Employees (AFSCME) Council 31 to include instructors of the Illinois Youth Center at St. Charles within the Collective Bargaining Agreement (CBA) and to provide guidance on the equivalent terminology between the Illinois Department of Corrections and the Illinois Department of Juvenile Justice.

There was no further discussion.

Roll Call Vote:

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

No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: Trustees Walk and Wright.

Motion carried.

Approval of Temporary Lease with St. Anthony of Padua Catholic Church for Educational Space.

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve a proposed one-month lease with St. Anthony of Padua Catholic Church so that the College may use space at St. Anthony High School this summer for which courses normally would have been taught at the Kluthe Center in Effingham. Mr. Nuxoll explained that alternate space was temporarily needed while new air conditioning units are being installed at the Kluthe Center this summer. He also explained how he determined a fair rent amount which he based on use of square footage space and the rent the College pays to the City of Paris for course instruction at that location.

Trustee Reynolds moved and Trustee Curtis seconded to approve as presented a facilities lease agreement between the College, as Lessee, and St. Anthony of Padua Catholic Church, as Lessor, for the one-month period of July 5, 2022 through August 4, 2022, at a monthly rent amount of \$1,500. This will enable the College to conduct classes at St. Anthony High School while new air conditioning units are being installed at the Kluthe Center this summer.

There was no further discussion.

Roll Call Vote:

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

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No: None.

Advisory Vote: Student Trustee Kelly was absent.

Absent: Trustees Walk and Wright.

Motion carried.

Adjournment.

Trustee Curtis moved and Trustee Storm seconded to adjourn the special meeting of the Lake Land College Board of Trustees at 3:41 p.m.

Motion carried with unanimous voice vote approval.

Approved by:

Board Chair

Board Secretary

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President
FROM: Valerie Lynch, Vice President for Student Services
DATE: July 6, 2022
RE: 2021-2022 Athletic Accomplishments

It is my pleasure to present the attached information shared by Mr. Bill Jackson, Director of Athletics, highlighting the accomplishments of our Lake Land College student athletes during the 2021-2022 academic year.

The many accomplishments of our athletes reflect the outstanding young men and women who participate in athletics at Lake Land College, the strong commitment of our coaches and athletic staff to focus on student success both in the classroom and in their sport, and the contributions of faculty and staff across the College who support student athletes in learning and accomplishing their goals.

I would like to thank the coaches, faculty, and staff for their contributions to the success of our student athletes and to congratulate all of the athletes for a great year!

Lake Land College
ATHLETIC DEPARTMENT HONORS 2021-2022

Academic Report

2022 NJCAA Academic Team (must have a team GPA of 3.00 or higher):

Softball, Volleyball, Women's Basketball, Baseball

2022 NJCAA All-Academic First Team (athlete with 24 credit hours with 4.00 GPA):

Olivia Niemerg (Women's Basketball)
Lexie Niebrugge (Women's Basketball)
Jordan Sapp (Softball)
Gavin Gonzalez (Baseball)
Kelsi Geltz (Volleyball)

2022 NJCAA All-Academic Second Team (athlete with 24 credit hours with 3.80-3.99 GPA):

Chole Custis (Women's Basketball)
Anna Morton (Volleyball)
Ava Stephens (Softball)
Serenity Shemwell (Softball)
Ty Coartney (Baseball)
Jude Sullivan (Baseball)
Jacob Walker (Baseball)

2022 NJCAA All-Academic Third Team (athlete with 24 credit hours with 3.60-3.79 GPA):

Marissa Russo (Women's Basketball)
Taylor Orris (Women's Basketball)
Kylee Phillips (Women's Basketball)
Erica Michels (Volleyball)
Xylia Greeson (Volleyball)
Kyia Haws (Softball)
Zoie Armstrong (Softball)
Mackayla Denney (Softball)
Cali McCraw (Softball)
Bryan Belo (Baseball)
Keegan Garis (Baseball)
Lucas Otto (Baseball)
Peter Stewart (Baseball)
Logan Wombels (Baseball)

Accumulative GPA of all of our athletes (114) for the 2021-2022 academic year: 3.11

By Sport: Women's Basketball – 3.39
 Softball – 3.25
 Baseball – 3.23
 Cheer – 3.04
 Volleyball – 3.04
 Men's Basketball – 2.59

Total number of athletes achieving a 3.0 or higher GPA for the 2021-2022 academic year: 74 of 114

By sport: Softball (15 of 20)
 Baseball (30 of 43)
 Women's Basketball (9 of 11)
 Volleyball (9 of 15)
 Men's Basketball (4 of 14)
 Cheer (7 of 11)

Athletic Sports Honors

Season Records

By Sport: Softball – 56/13
 Women's Basketball – 22/10
 Men's Basketball – 16/15
 Volleyball – 14/23
 Baseball – 26/30

Volleyball

Team Honors

NJCAA Academic Team
 Qualified for the District Tournament

Individual Honors and Awards

NJCAA Division One All-Region 24: Andressa Borges, Madison Watret
 Great Rivers Athletic Conference All-Conference Team: Mackinzee Reynolds, Andressa Borges

Women's Basketball

Team Honors

NJCAA Academic Team
 Region 24 Semi Finals

Individual Honors and Awards

Coach Johnson Inducted into the Illinois Basketball Coaches Association Hall of Fame.
 NJCAA Division Two All-Region 24: Olivia Niemerg, Lexie Niebrugge

Men's Basketball

Team Honors

N/A

Individual Honors and Awards

NJCAA Division One All-Region 24: Everett Stubblefield, Malachi Davis
 Great Rivers Athletic Conference All-Conference: Everett Stubblefield, Malachi Davis

Softball

Team Honors

NJCAA Academic Team
 Great Rivers Athletic Conference Champion
 Region 24 Champion
 Central District Champion
 National Tournament Appearance

Individual Honors and Awards

Great Rivers Athletic Conference Team: Claire Maulding 1st, Tori Haug 1st, Eva Richardson 1st, Kaitlyn Scheitler 1st, Jordan Sapp 2nd, Klara Cejkova-Kolaci 2nd
 Great Rivers Athletic Conference Player of the Year: Claire Maulding
 Great Rivers Athletic Conference Freshman of the Year: Eva Richardson
 NJCAA Division One All-Region 24:Clarie Maulding, Eva Richardson, Kaitlyn Scheitler, Jordan Sapp, Serenity Shemwell, Mackayla Denney, Tori Haug, Ashlyn Hicks
 NJCAA Division One Region 24 Player of the Year: Jordan Sapp
 NJCAA Division One All-Region 24 Tournament Team: Claire Maulding, Tori Haug, Eva Richardson, Kaitlyn Scheitler, Jordan Sapp, Klara Cejkova-Kolaci
 NJCAA Division One All Central District Tournament Team: Tori Haug, Isabella Atkinson, Kaitlyn Scheitler, Eva Richardson, Ashlyn Hicks
 NJCAA Division One Central District Tournament MVP: Tori Haug
 Great Rivers Athletic Conference Coach of the Year: Coach Nelson
 NJCAA Division One Region 24 Coach of the Year: Coach Nelson
 NJCAA Division One Central District Coach of the Year: Coach Nelson
 NFCA All Midwest Team: Clair Maulding 1st, Eva Richardson 1st, Tori Haug 2nd, Serenity Shemwell 2nd.
 NJCAA Division One All American: Eva Richardson (2nd)

Baseball

Team Honors

NJCAA Academic Team

Individual Honors and Awards

Great Rivers Athletic Conference Team: Keegan Garis, Bryan Belo, Liam McKillip

Lakers Moving On*Baseball*

Keegan McCarty – McKendree University
 Nash Mose – Quincy University
 Connor Gill – University of Illinois at Chicago
 Carter Sabol – Ohio University
 Ryan Janssen – Millikin University
 Joseph Batusich Northern Illinois University
 Jacob Walker – Purdue University Fort Wayne
 Ben Schuler – Illinois Wesleyan University
 Brody Macak- McKendree University
 Bryan Belo – George Washington University

Keegan Garis – Indiana State University
Johnny Sweeney – University of South Carolina Upstate
Ryan Kiolbassa – Morningside University
Brock Minor – Goshen College
Marc Babicz – Goshen College

Volleyball

Andressa Borges – William Penn University
Malorie Craig – Eastern Illinois University (Academics)
Erica Michels – Lake Land College Cosmetology (Academics)
Lara Caldeira – Indiana University at Kokomo

Men's Basketball

Everett Stubblefield – Central Methodist University
Anthony Scales – Elmhurst College
Jesse Burdick – St. Mary of the Woods

Softball

Klara Cejkova-Kolaci – University of Hawaii at Hilo
More to come. All other sophomores have offers waiting on commitments.

Women's Basketball

Kalya Sirjord – Indiana University – Northwest
Avery Still – Illinois State Police Academy



MEMO

TO: Board of Trustees
Dr. Josh Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC: Greg Nuxoll, Vice-President for Business Services

DATE: June 15, 2022

RE: Board Policy 05.03 – Bargaining Units

AFSCME petitioned the Illinois Education Labor Relations Board for inclusion of instructors of Illinois Youth Center at St. Charles to be covered under the AFSCME collective bargaining agreement. The parties have bargained the impact of this change. As such, Board policy needs amended to reflect the inclusion of DJJ under the AFSCME contract. The attached document, which includes tracked changes, reflects this change.

I am respectfully requesting that the Board approve this policy update and am submitting this as first reading. I am happy to answer any questions that you or the Board may have.

05.03**Bargaining Units**

As per the provisions of the Illinois Educational Labor Relations Act, educational employees have the right to organize and choose freely their representatives. Lake Land College recognizes the following bargaining units:

1. The Lake Land College Faculty Association, IFT/AFT, Local 2296, AFL/CIO, is the sole and exclusive bargaining representative for all full-time faculty and all full-time academic support personnel.
2. The Lake Land College Paraprofessional Union, IFT/AFT, Local 6028, AFL/CIO, is the sole and exclusive bargaining representative for all full-time employees who keep records and process information upon the direction and request of professional College staff for a twelve-month year.
3. The Lake Land College Custodial Association, IFT/AFT, Local 6027, AFL/CIO, is the sole and exclusive bargaining representative for all full-time custodial, maintenance, and grounds personnel.
4. American Federation of State, County, and Municipal Employees (AFSCME), is a bargaining representative for specific employees under the Department of Corrections' [or Department of Juvenile Justice's](#) contractual agreements.

Adopted November 9, 1998
Revised July 14, 2003
Revised November 9, 2015
Revised December 11, 2017
Revised



MEMO

TO: Board of Trustees
Dr. Josh Bullock, President

FROM: Amanda Arena, Manager of Bookstore and Textbook Rentals

CC:

DATE: June 22, 2022

RE: Proposed Board Policy 06.38 Revisions

Board Policy 06.38 Course Materials Rental needs to be amended to alter the deadline of textbook rentals. Currently, the policy states textbook rentals are due on the fifth college business day following exams. Data from Fall 2015 through current shows an average of 550 unreturned books each semester, which is an average of \$60,000 per semester; or around 10% of students receiving charges and blocks each semester.

After researching other area colleges, most have deadlines that align with the close of the semester. Therefore, I respectfully ask Board Policy 06.38 is revised to list the deadline for textbook rentals as the day the semester closes; this date will also align with the date that grades are due.

Other revisions to Board Policy 06.38 include a title correction, omission of obsolete information regarding software, and textbook and instructional materials process clarifications.

I am hopeful with a deadline that is in-line with other semester dates more students will return their books prior to leaving campus for the semester. An outdoor drop box has also been installed outside of the bookstore to allowing students the option of 24/7 textbook returns; the same is being considered for the Kluthe Center as well.

Proposed revisions are being submitted as first reading for your consideration. I am happy to address any questions or concerns.

06.38

Course Materials Rental

The College will maintain a course materials rental system for students. Course materials include but are not limited to books, compact discs, and other rented materials. In order to ensure the viability of the system, the following criteria will be followed:

1. While it is the goal of the College that textbook editions be changed every three years, the maximum amount of time textbook editions can be used without permission from the Vice President for Academic Services will be five years. Written requests for deviations from this criterion will be considered for special academic or program needs.
2. The selection of textbooks and instructional materials is the responsibility of the faculty. Textbooks for each course will be selected by instructors in consultation with the Division Chairs. The same textbooks will be used in all sections of a course, ~~except in situations where software editions might be different at different locations~~. With permission from the Vice President for Academic Services, written requests for deviation from this criterion will be considered for special academic or program needs.
3. Textbook changes will be requested ~~by faculty, through~~ with approval from the Division Chairs, and sent to the manager of the bookstore and the Vice President for Academic Services for approval by April 1 of the preceding academic year.
4. Faculty directing programs with special academic or student needs may request that textbooks be purchased by the student. The same process and deadline noted above for textbooks will be followed for consumable materials. ~~The request should be forwarded to the Vice President for Academic Services. Requests for textbooks to be purchased by the students must be made to the Vice President for Academic Services by April 1 of the preceding academic year.~~
5. Consumables course materials will be purchased by the student.
6. Students will be charged a service fee per credit hour, a part of which will

Board Policy No. 06.38

be budgeted for course material acquisition. All service fee changes will be approved by the Board of Trustees.

7. Students may purchase rental textbooks as available.
8. All rented items must be returned to the College by the close of hours on the day the semester closes, which is the day following the last day of finals. ~~fifth college business day after the last day of final exams.~~ Beginning on the following business~~sixth~~ day, students will be charged new retail price of unreturned rentals. Cost of defacement or damage will be paid by the renter at the new retail price.
9. Students late in returning textbooks ~~will~~may be restricted from receiving a transcript in accordance with Illinois law, including Public Act 102-0998, and will be, restricted from picking up textbooks, and ~~restricted from any further registration activity until textbooks~~ fees are paid or terms of an approved petition are met. ~~are returned and/or fees paid.~~
10. In order to pick up course materials at the Bookstore, a student must present a valid Lake Land College identification card and a Lake Land College textbook list.

Adopted November 9, 1998
 Revised October 13, 2003
 Revised October 11, 2004
 Revised November 14, 2005
 Revised March 10, 2008
 Revised October 12, 2009
 Revised February 11, 2013
 Revised August 10, 2015
 Revised December 12, 2016. Effective January 1, 2017.
 Revised December 11, 2017
 Revised December 9, 2019
Revised

Calendar of Events

Monday, July 11, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, August 4, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, August 8, 2022	5:15 p.m. – Board Dinner – Kluthe Center, Room 219 6 p.m. – Board Meeting – Kluthe Center, Room 220
Friday, August 19, 2022	7:30 – 9 a.m. Opening Day – Welcome Back Breakfast Field House
Thursday, September 8, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, September 12, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Friday, September 30, 2022	2022 Foundation Annual Golf Classic Mattoon Golf & Country Club
Thursday, October 6, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, October 10, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, October 20, 2022	Foundation & Alumni Awards Reception
Thursday, November 10, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, November 14, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, December 8, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, December 12, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011



MEMO

TO: Dr. Josh Bullock, President

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

DATE: June 20, 2022

RE: May 2022 Financial Statement Summary

Outlined below are the budgetary variances of note for the month of May for Fiscal Year 2022.

Areas of Concern:

- The College remains favorable to budget in aggregate through May 2022, the eleven months of FY2022.

Overall Variances:

- *Revenue* – Total May 2022 revenue was \$1,224,449 resulting in a favorable variance of \$470,292 MTD; meanwhile, an unfavorable YTD variance exists of \$414,335. The main drivers for year to date unfavorable variance are the line items of tuition and fees. Tuition is unfavorable \$1,032,987 YTD and fees are unfavorable \$751,100 YTD. The negative variances of tuition and fees are mitigated by a favorable variance in local source revenue of \$1,118,261 and other revenue of \$654,721.
- *Expenditures* – Total May 2022 expenditures were \$3,356,537 resulting in an unfavorable variance of \$453,000 MTD. A favorable variance exists of \$4,568,175 YTD with favorable variances in essentially nearly all line items.

Revenue Variances:

- *Local Sources* – A monthly favorable variance exists of \$254,296 MTD while a favorable YTD variance of \$1,118,261 continues to exist. The YTD variance is significantly dependent on the local counties' property tax cycle. The variance will remain favorable for the year.
- *ICCB Credit Hour Grant* – We received payments of \$226,558 in May 2022 resulting in a favorable monthly variance of \$7,285 and a yearly favorable variance of \$302,725. The variances are timing related as we typically receive a larger payment in the 1st month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year-end.

- *ICCB Equalization Grant* – We received \$505,251 in equalization payments in May 2022 resulting in a favorable monthly variance of \$192,614 although a yearly unfavorable variance exists of \$189,704. The variances are timing related based on a slow payment process from the State of Illinois but we remain hopeful it will normalize during the course of the year.
- *Tuition & Fees* – May 2022 tuition was unfavorable monthly by \$12,756 while fees were favorable by \$8,407. Year to date, tuition is unfavorable by \$1,032,987 and fees are unfavorable by \$751,100. In the FY 2022 budget, the College budgeted enrollment to be at the same level as the FY 2021. The enrollment headcount and credit hours are below anticipated levels resulting in an unfavorable variance in both categories.
- *Other State Sources* – The monthly variance was favorable \$6,272 while YTD the variance is unfavorable by \$54,961. We expect the variance to normalize over the course of the year.
- *Other Revenue* – Month to date the variance is favorable by \$14,174 and favorable Year to Date by \$149,471.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall, the salary and wage line has a monthly favorable variance of \$202,704 and year to date favorable variance of \$3,020,928. The year to date variance is due to less overload pay to faculty and less adjuncts employed due to lower enrollment; in addition, some budgeted positions remain unfilled.
- *Employee Benefits (overall)* – Overall, there was a monthly unfavorable variance in employee benefits in May 2022 of \$126,782 and a favorable YTD variance of \$6,876.
- *Instructional* – The Instructional expenditures had a favorable variance in May 2022 of \$253,962 and a YTD favorable variance exists of \$2,533,509. The YTD variance is mainly attributable to favorable variances in salary and wages and general material and supplies.
- *Academic Support* – The Academic Support expenditures had an unfavorable variance of \$1,518 in May 2022 and YTD favorable variance of \$349,879.
- *Student Services* – The Student Services expenditures has an unfavorable variance in May 2022 of \$62,330 and maintains a favorable YTD variance of \$178,941.
- *Public Service/Continuing Education* – The Public Service/Continuing Education has an unfavorable variance of \$19,450 and maintains a favorable YTD variance of \$121,365.
- *Operations & Maintenance* – The Operations and Maintenance expenditures has a monthly unfavorable variance of \$47,198 and a favorable YTD variance of \$570,614.

- *Institutional Support* – The Institutional Support expenditures has an unfavorable May 2022 variance of \$540,342 and a year to date favorable variance of \$1,345,952. The monthly variance is negative due to \$443,108 of one time-budget request payments.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area has an unfavorable variance of \$36,125 MTD and \$532,085 YTD. The College was able to process more scholarships than anticipated thus far year to date resulting in an unfavorable variance.

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.

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance
1,877,160.38	2,079,864.06	202,703.68	Salary and Wages	15,736,811.64	18,757,739.42	3,020,927.78
502,224.51	375,442.38	(126,782.13)	Employee Benefits	3,980,772.50	3,987,648.12	6,875.62
190,190.54	234,374.33	44,183.79	Contractual Services	1,160,499.53	2,075,247.49	914,747.96
105,983.52	82,021.04	(23,962.48)	General Materials and Supplies	2,369,784.22	3,157,035.34	787,251.12
24,676.90	10,452.40	(14,224.50)	Travel and Meeting Expenses	107,246.69	415,461.65	308,214.96
34,807.90	9,837.50	(24,970.40)	Fixed Charges	367,411.59	381,047.50	13,635.91
87,753.67	109,779.17	22,025.50	Utilities	966,222.91	1,225,570.83	259,347.92
-	1,666.67	1,666.67	Capital Outlay	290,788.92	417,915.00	127,126.08
54,507.53	100.00	(54,407.53)	Contingency Funds	430,519.48	612,239.00	181,719.52
-	-	-	Other Expenditures	577,481.60	537,215.64	(40,265.96)
2,877,304.95	2,903,537.55	26,232.60	Total	25,987,539.08	31,567,119.99	5,579,580.91

Lake Land College

FY2022 Salary, Wage & Benefits Detail

Salary & Wages	Year to Date			FY2020 Budgeted	FY22 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Salary and Wages - Instructional	\$9,902,793	\$12,096,955	\$2,194,163	\$12,547,027		\$12,547,027	\$12,547,027
Salary and Wages - Acad. Support	\$355,474	\$500,164	\$144,691	\$388,891		\$388,891	\$388,891
Salary and Wages - Stud. Svcs	\$1,499,906	\$1,597,922	\$98,016	\$1,717,949		\$1,717,949	\$1,717,949
Salary and Wages - Public Svc.	\$292,956	\$382,376	\$89,420	\$433,304		\$433,304	\$433,304
Salary and Wages - Maintenance	\$843,320	\$963,505	\$120,185	\$1,089,976		\$1,089,976	\$1,089,976
Salary and Wages - Inst. Support	\$2,842,364	\$3,216,817	\$374,453	\$3,631,055		\$3,631,055	\$3,631,055
Total Salary and Wages	\$15,736,812	\$18,757,739	\$3,020,928	\$19,808,202		\$0	\$19,808,202

Employee Benefits	Year to Date			FY2020 Budgeted	FY22 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Employee Benefits - Instructional	\$1,886,722	\$2,037,105	\$150,383	\$2,277,438		\$2,277,438	\$2,277,438
Employee Benefits - Acad. Support	\$68,574	\$111,618	\$43,044	\$68,707		\$68,707	\$68,707
Employee Benefits - Stud. Svcs	\$402,780	\$431,274	\$28,495	\$471,802		\$471,802	\$471,802
Employee Benefits - Public Svc.	\$55,807	\$60,791	\$4,984	\$67,001		\$67,001	\$67,001
Employee Benefits - Maintenance	\$306,753	\$385,566	\$78,814	\$421,363		\$421,363	\$421,363
Employee Benefits - Inst. Support	\$1,260,138	\$961,293	(\$298,845)	\$1,287,608		\$1,287,608	\$1,287,608
Total Employee Benefits	\$3,980,773	\$3,987,648	\$6,876	\$4,593,919		\$0	\$4,593,919

LAKE LAND COLLEGE

Memo

To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: June 23, 2022

Re: Approval of Bid for MobileArc Augmented Reality Welding Systems

The College recently solicited bids for 16 MobileArc Augmented Reality Welding Systems. These systems are augmented reality trainers that eliminate the need to create a new welding lab, and they can be taken on the road for both training and recruiting. These systems were requested by the Technology Department through a one-time year-end budget request to enhance our current welding program.

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

<u>Name</u>	<u>Total Bid</u>
ILMO Products Co. Mattoon, Illinois	\$41,455
DEPCO Enterprises, LLC Frontenac, Kansas	\$44,400
Technology International, Inc. Lake Mary, Florida	\$48,000

Based on the bids received, it is my recommendation that we award this bid to ILMO Products Co. of Mattoon, Illinois, for the MobileArc Augmented Reality Welding Systems.

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

LAKE LAND COLLEGE BID TABULATION

Lake Land College
5001 Lake Land Boulevard
Mattoon, Illinois 61938

Lake Land College MobileArc Augmented
Reality Welding Systems
Project No. 2022-016
BID DATE: June 23, 2022 - 1:00 PM

CONTRACTOR	Total Bid					
ILMO Products Co. Mattoon, Illinois	\$ 41,455					
DEPCO Enterprises, LLC Frontenac, Kansas	\$ 44,400					
Technology International, Inc. Lake Mary, Florida	\$ 48,000					

LAKE LAND COLLEGE

Memo

To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: June 27, 2022

Re: Recommendation for Parking Area and Roadway Sealing and Striping

The College recently solicited bids for a Parking Area and Roadway Sealing and Striping project to repair and re-seal parking lots C, D and E and to seal and re-paint the striping on all of the campus roadways.

For the bidding process, we advertised in major daily in-district newspapers and mailed proposals to all interested contractors. A total of three bids were received from area contractors. Below is a listing of the bids that were received:

<u>Name</u>	<u>Total</u>
Dunn Company Decatur, IL	\$165,745.00
WEP Asphalt Lawrenceville, IL	\$180,363.10
Fuller-Wente, Inc. Mattoon, IL	\$202,789.60

Based on the bids received, I recommend that we award this bid and initiate a contract with Dunn Company of Decatur, Illinois, for the Area and Roadway Sealing and Striping project.

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

LAKE LAND COLLEGE BID TABULATION

Lake Land College
5001 Lake Land Boulevard
Mattoon, Illinois 61938

Lake Land College Parking Area and Roadway
Sealing & Striping
Project No. 2022-017
BID DATE: June 27, 2022 - 2:00 PM

CONTRACTOR	Total Bid					
Dunn Company Decatur, Illinois	\$ 165,745.00					
WEP Asphalt Lawrenceville, Illinois	\$ 180,363.10					
Fuller-Wente, Inc. Mattoon, Illinois	\$ 202,789.60					



MEMO

To: Dr. Josh Bullock, President
From: Greg Nuxoll, Vice President for Business Services
Date: July 5, 2022
Subject: Proposed Lease with the City of Paris

Memo

Attached, please find a proposed three-year lease renewal agreement between the College, as Lessee, and the City of Paris as Lessor, for the period of August 1, 2022, through July 31, 2025. The lease agreement is for property located at 314 South Central Avenue, Paris, Illinois, leased by the College for the last five years and the monthly rent amount remains the same at \$350.00 per month. This will enable the College to continue to utilize this space for course and classroom instruction.

The lease agreement includes two one-year automatic renewal options once the three-year agreement expires.

I respectfully request that the Board approve this lease.

Attachment

LEASE

This Lease made and entered into this 27 day of June 2022, by and between the City of Paris (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:

The former auto-shop, adjacent classroom and common area containing the restrooms located within the former Industrial Arts Building at the old Paris High School located at 314 South Central Avenue, Paris, Illinois

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

2. LEASE TERM:

- a. The initial term of this Lease shall be for a period of (3) years, commencing on the 1st day of August, 2022, and expiring on the 31st day of July, 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 1st day of August, 2025, and expiring on the 31st day of July, 2026, upon the same terms, agreements, covenants, and conditions as contained herein. Thereafter, the Lessor may, at the Lessor's sole discretion, continue to grant the Lessee the option to renew this Lease at the conclusion of the optional term for a period of one (1) year, commencing on the 1st day of August, 2026, and expiring on the 31st day of July, 2027, upon the same terms, agreements, covenants and condition as contained herein.
- c. Either Party may terminate this Lease by providing the other Party with a written notice of termination on or before June 1st of the termination year.

3. **RENT:**

Rent for the three (3) year term of this Lease shall be Three Hundred Fifty and 00/100 Dollars (\$350.00) 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 City Hall, 206 South Central Avenue, Paris, IL 61944, 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.

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 maintenance and repairs 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.

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 hereto 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, negligent use, operation of or presence in or on the demised premises during the term of this Lease.

Lessor covenants and agrees to defend, indemnify and hold Lessee 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 Lessor and Lessor's employees, agents, guests, customers and invitees, arising out of or relating in any way to Lessor's or Lessor's employee's, agent's, negligent, reckless or intentional misconduct 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 either Party shall entitle the other Party 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 here under shall be in writing and, except as otherwise herein provided, shall be effective upon hand delivery thereof, or by mailing thereof by Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

LESSOR:

City of Paris
206 South Central Avenue
Paris, IL 61944

LESSEE:

Lake Land College
5001 Lake Land Boulevard
Mattoon, IL 61938

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 hereto signed and sealed the foregoing Lease on the day and year first written above.

LESSOR:

CITY OF PARIS

LESSEE:

**BOARD OF TRUSTEES,
LAKE LAND COLLEGE**

By: _____



Its Mayor

By: _____

Its Chairperson

ATTEST: _____



Its City Clerk

ATTEST: _____

Its _____



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: July 5, 2022

RE: Approval of Contract Amendment with CTS Group, a Verergy Company, for New Roof at the Kluthe Building in Effingham, IL

At the June 8, 2022 Board Meeting, the Board approved the College to move forward with installation of a new roof as part of installing new air conditioning units at the Kluthe Building in Effingham, IL. The Board approval was contingent on the College's attorney agreeing to the contractual language of the amendment to the existing performance service contract with CTS Group, a Verergy Company, of St. Louis, Missouri.

The College has worked with the CTS Group to lead the project in areas of cost estimating, bid administration, engineering and design. Based on price quotes assembled by the CTS Group the total estimated costs of the entire project will be \$340,879 with the pricing including a 20-year warranty. The College did work with its attorneys and CTS to formally amend the existing Master Performance Contract with CTS to reflect the Kluthe related roof work. For your review, the contract is attached and the College is ready to sign based on its approval.

The renovation of the Kluthe Building in Effingham was one of the projects to be funded with the new bond funds. Rather than wait as much as a few years to put on a new roof as part of the entire building renovation, the College would use a portion of the new bonds to fund the new roof.

I respectfully ask the Board to approve the amended performance service contract with CTS Group for the new roof installation project at the Kluthe Building in Effingham, IL for the total cost of \$340,879.

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

**CTS
AGREEMENT**

CUSTOMER NAME:
DATE OF SUBMISSION:

Lake Land College
June 20, 2022

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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 10th, 2022 (the "Effective Date") by and between Control Technology & Solutions, L.L.C., a Missouri limited liability company, and VEREGY, LLC, all doing business as "VEREGY" and 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 Boulevard, 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 CTS 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 CTS. 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 CTS to fulfill CTS'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 CTS.

1.4 The Project is the total construction of which the Work performed by CTS 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 Support Services means those services and obligations to be undertaken by CTS in support of CUSTOMER as set forth in Attachment C.

1.7 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**CTS'S RESPONSIBILITIES****2.1 CTS Services**

2.1.1 CTS shall be responsible for construction of the Project.

2.1.2 CTS 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 CTS will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work. CTS represents that it is qualified to furnish all such services outlined in the scope of services set forth in Attachment A. CTS shall provide such services in a good and workman like manner in accordance with the standards of a company so experienced.

2.2.2 CTS shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If CTS damages property not needed for the Work, CTS shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, CTS shall remove waste material supplied by CTS under this Agreement as well as all its tools, construction equipment, machinery and surplus material. CTS shall dispose of all waste materials or rubbish including hazardous waste caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, CTS 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.

2.2.3 CTS 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 CTS 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 CTS shall be entirely responsible for site safety during the Project. CTS 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 CTS 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 CTS, 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 CTS 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 CTS 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 CTS, 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 CTS hereunder; 2. CUSTOMER gives CTS immediate notice in writing of any such suit and permits CTS, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives CTS all needed information, assistance and authority, at CTS's expense, to enable CTS to defend such suit.

2.3.2 If such a suit has occurred, or in CTS's opinion is likely to occur, CTS 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, CTS will pay such award. CTS shall not,

however, be responsible for any settlement made without its written consent.

2.3.4 This article states CTS's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by CTS hereunder. In no event shall CTS 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 CTS warrants CUSTOMER good and clear title to all equipment and materials furnished to CUSTOMER pursuant to this Agreement (except licensed software, which shall be governed exclusively by the terms and conditions of the Software License Agreement that will be provided), free and clear of liens and encumbrances. CTS 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 CTS or with CTS's written permission, and provided that after delivery such equipment or materials have not been subjected by non-CTS personnel to accident, neglect, misuse, or use in violation of any instructions supplied by CTS.

2.4.2 In addition to the warranty set forth in Section 2.4.1 above, CTS shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by CTS 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 CTS 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. CTS shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.

2.5 Hazardous Materials

2.5.1 If, during the performance of the Work, except as set forth in attachment A, the presence of hazardous materials is discovered or reasonably suspected, CTS

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. CTS 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 CTS 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 negligent acts or omissions of CUSTOMER. or CUSTOMER’s employees, agents or contractors.

2.5.3 Unless prior to the execution of this Agreement, CTS 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 CTS that CUSTOMER is not aware of any Hazardous Materials present at the site.

ARTICLE 3

CUSTOMER'S RESPONSIBILITIES

3.1 CUSTOMER shall provide CTS full information in its possession 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 CTS all information in its possession 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, CUSTOMER shall give prompt written notice thereof to CTS. In lieu of giving written notice thereof to CTS, CUSTOMER may notify CTS of the fault or defect at the next job meeting following the discovery of said fault or defect; provided that the next job meeting following the discovery of the fault or defect shall take place within ten (10) days of the discovery of said fault or defect.

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

3.7 CTS 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 CTS may subcontract some or all of the Work or Support Services with CUSTOMER’S approval, such approval not to be unreasonably withheld. Any contract entered into by CTS and any other contractor or subcontractor who performs any element of the Work contained in this contract must expressly require compliance with the terms of this contract.

4.2 A Subcontractor is a person or entity who has a direct contract with CTS 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, without CTS approval and this should not be reasonably withheld by CTS. CTS shall be responsible for the management of its Subcontractors in their performance of their Work.

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 CTS 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 any other problem beyond CTS'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 45 days, CUSTOMER shall reimburse CTS for all additional costs resulting there from; provided that, as set forth in Section 7.1 of this Agreement, an increase in the Contract Price shall not cause the Contract Price to exceed the guaranteed energy savings.

5.3 CTS shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and CTS (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment G. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by CTS identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than thirty (30) days after delivery of the same by CTS, unless CUSTOMER provides CTS with a written statement identifying specific material performance deficiencies that it wishes CTS to correct. CTS 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 CTS pursuant to the Installation Schedule.

ARTICLE 6

PRICE AND PAYMENT

6.1 Price

6.1.1 The price for the Work is set forth in Attachment A. It is understood that the work will be performed in phases over a number of years. These prices are established for budgetary purposes and are subject to the adjustments set forth in Articles 5, 7 and 13. Before each phase of the project, Customer shall authorize CTS to perform various services necessary to deliver a revised price prior to performing the work. If the Customer chooses not to proceed with the Work in whole or in part, Customer shall reimburse CTS for the engineering cost of the services for preparing the revised price.

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

6.1.3 If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, CTS shall be entitled to add such premium or overtime pay to the Contract Price, plus CTS's overhead and profit. In no event shall any Change Order cause the total contract price to exceed the total guaranteed savings amount reflected in Attachment G.

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

6.1.5 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 CTS to an equitable adjustment in the price and schedule.

6.2 Payment

6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to CTS the full price for the Work. Payment shall be made net thirty (30) days of invoice date. CUSTOMER shall withhold a ten percent (10%) retainage from each payment. CUSTOMER shall pay the final payment, including all retainage, to CTS upon Final Acceptance of the Work.

6.2.2 Payments due and unpaid shall bear interest in accordance with the Illinois Prompt Payment Act.

ARTICLE 7**CHANGES IN THE PROJECT**

7.1 A Change Order is a written order signed by CUSTOMER and CTS 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. In no event shall any Change Order cause the total contract price to exceed the total guaranteed savings amount reflected in Attachment G.

7.2 CUSTOMER may request CTS to submit proposals for changes in the Work. Following receipt by CTS of CUSTOMER's request to submit proposals for changes in the Work, CTS shall notify CUSTOMER of the amount of any charge for CTS to prepare said proposal for Work. If CTS is directed by CUSTOMER to proceed with preparation of the proposal and CUSTOMER chooses not to proceed with said extra Work, CUSTOMER shall issue a Change Order to reimburse CTS 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 Installation Schedule shall be made by a Change Order. 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. In no event shall any Change Order cause the total contract price to exceed the total guaranteed savings amount reflected in Attachment G.

7.4 If CTS 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 CTS before proceeding to execute the Work, except in an emergency endangering life or property, in which case CTS 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. Customer and CTS will make every attempt to agree on the amount of the adjustment in the Price, or the Installation Schedule. If CUSTOMER and CTS 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 Installation Schedule resulting from such claim shall be authorized by Change Order. In no event shall any Change Order cause the total contract price to exceed the total guaranteed savings amount reflected in Attachment G.

7.5 Emergencies

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

7.6 Minor Changes

CTS shall, with CUSTOMER's designated representatives 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 Contract Time.

ARTICLE 8**INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY****8.1 Indemnity**

8.1.1 CTS agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims damages, liabilities, expenses, costs and fees, including but not limited to attorney's fees to the extent such claims result from or arise under CTS's breach of any terms of this Agreement, or CTS's negligent actions or willful misconduct in its performance of the Work or the Support Services. Except as otherwise provided herein, CTS's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained as a result of the CUSTOMER's (or its agent's) reckless, negligent or intentional acts or omissions.

8.1.2 CUSTOMER agrees to indemnify and hold CTS, and CTS' consultants, agents and employees harmless from all claims damages, liabilities, expenses, costs and fees, including but not limited to attorney's fees to the extent such claims result from or arise under CUSTOMER's breach of any terms of this Agreement. Except as otherwise provided herein, CUSTOMER's obligation, if any, to indemnify the CTS does not extend to losses sustained as a result of the CTS' (or its agent's) reckless, negligent or intentional acts or omissions.

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 CTS 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 CTS.

8.1.4 Notwithstanding anything to the contrary herein, if a portion of the Work involves the installation,

maintenance, monitoring and/or testing of systems associated with security and/or the detection of and/or reduction of risk of loss associated with fire, the terms and conditions listed below herein will apply and govern that portion of the Work.

The parties agree that CTS 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 CTS; that CTS 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 CTS 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 CTS 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 General Liability Insurance Coverage listed on 8.2.3 (a). 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 CTS more than one (1) year after the accrual of the cause of action thereof.

8.1.5 Venergy/CTS will indemnify and defend the College from any claims, losses, damages arising from any challenge to the validity or legality of this contract and the procurement of the same, including any challenge as to whether the contract complies with the Guaranteed Energy Savings provisions of the Community College Act.

8.2 Contractor's Liability Insurance

8.2.1 CTS shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from CTS's operations under this Agreement. All listed insurance policies shall name CUSTOMER as an additional insured and CTS shall provide CUSTOMER with a certificate of insurance providing that CUSTOMER shall receive a sixty (60) day written notice prior to the cancellation or alteration of the policies.

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 CTS'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
- (c) **Umbrella Excess Liability**
\$10,000,000
- (d) **Professional Liability**
\$2,000,000

8.2.4 CTS 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 CTS for the length of time to complete the Project. This insurance shall include as named additional insureds CTS and CTS'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, CTS 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 CTS 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 CTS 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 CTS 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 CTS, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and CTS 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 CTS 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. CTS 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 CTS and made payable to CUSTOMER and CTS 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 To the extent allowed by CUSTOMER'S insurance policies and provided that CUSTOMER is not penalized in any way as a result, CUSTOMER and CTS 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 CTS as trustees. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.2 To the extent allowed by CUSTOMER'S insurance policies and provided that CUSTOMER is not penalized in any way as a result, CUSTOMER and CTS 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. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.3 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 CTS 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 CTS for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. The limitation of liability contained in this paragraph shall not apply to CTS's indemnification obligations contained in Section 8.1 of this Agreement.

ARTICLE 9

TERMINATION OF THE AGREEMENT

9.1 If CTS 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 CTS. If CTS, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) days, 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 CTS, but if the expense exceeds the unpaid balance, CTS 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, CTS may give written notice to CUSTOMER of CTS's intention to terminate this Agreement. If, within thirty (30) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, CTS 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.

9.3 CUSTOMER shall have the right to terminate this Agreement for convenience at any time by providing CTS with thirty (30) days written notice. Upon such termination for convenience, CUSTOMER shall be liable to pay CTS for all work executed as of the termination date as well as any costs and expenses incurred prior to the termination date.

ARTICLE 10**ASSIGNMENT AND GOVERNING LAW**

10.1 This Agreement shall be governed by the law of the State where the Work is performed.

10.2 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 CTS may assign to another party the right to receive payments due under this Agreement. CTS 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 CTS, 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, to the extent allowed by law, 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 CTS hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities and title shall pass upon final acceptance or final payment by CUSTOMER to CTS, 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 CTS:

CTS

15933 Clayton Rd., Suite 110, Ellisville, MO 63011

To CUSTOMER:

5001 Lake Land Boulevard

Mattoon, IL 61938

11.6 Waiver. CTS'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. CTS shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price and 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.

11.14 Illinois Prevailing Wage. CTS shall observe Illinois Public Act 77-1552 and the Illinois Department of Human Rights and Illinois Human Rights Commission rules pertaining to Equal Employment Opportunity as provided for in 775 ILCS 5/2-101 et seq and comply with 30 ILCS 560/3 (2005) concerning the employment of citizens of the State of Illinois and shall fully comply with 820 ILCS 130/1 et seq. as amended, know as the Prevailing Wage Act, as issued by the Illinois Department of Labor.

11.15 Applicable State Laws. CTS shall comply with applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout.

CTS signatures shall be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the Department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for Workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

ARTICLE 12

ARBITRATION

12.1 All claims, disputes and other matters in question involving amounts in dispute of less than \$100,000 between CTS and the Customer arising out of, or relating to the Contract Documents or the Breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association as modified herein, unless the parties mutually agree otherwise. Claims, disputes and other matters in question involving amounts in dispute of \$100,000 or more may be submitted to arbitration only with the Customer's written consent. The arbitrator shall have authority to decide all issues between the parties including, but not limited to, claims for extras, delay and liquidated damages, matters involving defects in the Work, rights to payment, and whether the necessary procedures for arbitration have been followed. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

This Agreement shall be governed by the laws of the State of Illinois. The location for any arbitration or litigation shall be the location of the project, unless the parties mutually agree otherwise.

Notice of the demand for arbitration shall be filed in writing with the other party to the arbitration and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Unless otherwise agreed in writing, all parties shall carry on the work and perform their duties during any arbitration proceedings.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:

- (a) Promptly upon the filing of the arbitration each party shall be required to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law;
- (b) All parties to the arbitration shall be entitled to the discovery procedures and to the scope of discovery applicable to civil actions under Illinois law, including the provisions of the Civil Practice Act and Illinois Supreme Court rules applicable to discovery. Such discovery shall be noticed, sought and governed by those provisions of Illinois law;
- (c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein;
- (d) These additional rules shall be implemented and applied by the arbitrator(s).

In the event of any litigation or arbitration between the parties hereunder, all attorneys' fees and other costs incurred shall be borne by the party determined to be at fault and, in the event that more than one party is determined to be at fault, shall be allocated equitably by the court or arbitrator.

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 may take the form of additional phases of work modifications to the original scope of Work or Services and may be included as addendums to this Master Agreement.

ARTICLE 13

PURSUANT PHASES OF WORK

13.1 Additions and modifications to this Agreement may be made upon the mutual agreement of both parties in writing. The parties contemplate that such

APPROVALS:

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

CTS DBA VEREGY

Lake Land College

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

ATTACHMENT A
SCOPE OF WORK

It is the intent of both parties for CTS to be the Life Cycle Infrastructure Program Manager for planned campus infrastructure renovations and energy conservation measures. The Life Cycle Infrastructure Program Management Services may include repair or modernization of existing environmental systems and extend to capital improvements of planned building renovations.

Background:

As Life Cycle Infrastructure Program Manager, CTS will provide single source responsibility for contracted infrastructure improvements and building renovations. CTS will provide design and construction management services as requested.

General Requirements:

CTS to provide the full range of construction services including A&E consultants for each project implemented.

The CUSTOMER intends to consider and/or implement capital infrastructure improvements in phases, as they become aligned with the CUSTOMER's strategic facility plans. However, the CUSTOMER reserves the right to not go forward with the Implementation Agreement and the Financing Agreement, and to use someone other than CTS as Life Cycle Infrastructure Program Manager on future projects.

General Requirements:

CTS will meet the CUSTOMER's intention to have a complete turnkey installation where requested. The Scope of Work will be installed in a neat and workmanlike manner following all applicable building and seismic codes. CTS will provide owner training on systems installed. CTS will handle local permits and work with the CUSTOMER on any required ICCB documentation.

Scope of Work:

- Roof Work – Kluthe Building
 - Coordinate replacement of roof while HVAC units are being installed
 - Remove existing roof
 - Dispose of existing roof properly
 - Install 60 mil TPO roof
 - Includes 20-year warranty
 - Includes new waste vent pipe stack to replace existing
 - Includes cover blocking and decking issues repair
 - Includes construction management
 - Includes warranty, bonds, insurance
 - Guaranteed maximum price
 - Includes stamped drawings for as-built construction drawings
 - All permitting.

Total Addendum Price: \$340,879

ATTACHMENT B
INSTALLATION SCHEDULE

Key milestone ranges are highlighted below but will be altered to accommodate college activities as we proceed through the installation of the Scope of Work.

- **Schedule of Roof Installation**
 - Installation to be based on lead time of materials.
 - Once final lead time of materials is confirmed, Veregy to work with LLC to coordinate roof installation to accommodate college activities and minimize disruption where possible

ATTACHMENT C
SUPPORT SERVICES

CTS shall provide following Services at no additional cost in accordance with attached work scope documents and terms and conditions, which form a part of this Agreement.

The Support Services will include the Measurement and Verification Plan (M&V Plan) as defined in Attachment F – Schedule of Savings. CTS will measure and monitor campus wide electric billing usage (KWH) and natural gas consumption (therms) throughout the installation of the projects. An updated report will be provided to the CUSTOMER 12 months after each phase of campus renovations. The costs for these services have been included in the Price for the Work (Section 6.1.1).

The CUSTOMER has elected not to include any additional on-going Support Services and Maintenance within this Agreement.

ATTACHMENT D
ENERGY GUARANTEE

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.

"Covered Systems and Equipment" means the systems and equipment identified as being covered by the Support Services to be performed by CTS pursuant to this Agreement.

"Cost Adjustments" means for each year following the first year of the Support Services, CTS may, in its sole discretion, increase the annual Operational Cost Savings and the monthly amounts charged by CTS for Support Services. The U.S. City Average Consumer Price Index/Service Price Index (CPI/SPI) will normally be used for the purpose of calculating adjustments to the agreed Operational Cost Savings and the fees for the Support Services provided herein. For CPI/SPI increases, the amounts as set forth in this Attachment shall be multiplied by a fraction, the numerator of which is the average CPI/SPI for the twelve-month period immediately preceding the Guarantee Year in which such an adjustment is to become effective, and the denominator of which is the average CI/SPI for the twelve-month period immediately preceding the First Guarantee Year.

"Energy and Operational Cost avoidance Guarantee Practices" are those practices identified in Attachment F, 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.⁷

"Financing Document" refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER to 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 (1st) day of the month following the date of Final Retrofit Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) 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 and Support Services 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 from 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 and Support Costs" are the sum of the (i) the financing payments required to be made by CUSTOMER pursuant to the Financing Document and (ii) the payments required to be made by CUSTOMER for Support Services.

"Retrofit" is the work provided by CTS as defined by the "ECMs".

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

"Support Services" is defined as the services to be provided by CTS and described in Attachment C.

"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 and Support Services provided by CTS 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 (1st) 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 F.

2.2 Guarantee Termination. Should this Agreement be terminated (including, as applicable, the Support Services Agreement and/or the Technical Resource Management Support Services) 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

3.0 Savings Guarantee - Adjustments to guaranteed energy savings. In the event that the parties agree to a modification or change in the project scope, resulting in a change to the energy guarantee, the energy guarantee shall be adjusted accordingly. The adjustment may be an increase or decrease depending on the actual change or modification of the project scope. In the event that the parties agree to change or modify the project scope, as set forth in this Section 3.0, then prior to the commencement of said work, the parties shall execute a written change order setting forth the change or modification in the project scope and setting forth the adjustment to the energy guarantee.

3.1 Guaranteed Savings. CTS 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 F. 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 F (Schedule of Savings).

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of CTS'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 Year(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 CTS prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Energy Conservation Measures, 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 F 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 CTS 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. CTS 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 CTS's sole liability for any short fall in the Guaranteed Savings.

3.2 Savings Reconciliation Documentation. CTS will provide CUSTOMER with a guarantee savings reconciliation report after the first Guarantee Year. CUSTOMER will assist CTS in generating the savings reconciliation report by providing CTS 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 CTS by permitting access to any maintenance records, drawings, or other data deemed necessary by CTS to generate the said report. Data and calculations utilized by CTS 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 CTS 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 F and/or additional methodologies defined by CTS 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 F, 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 CTS involvement. A Baseline Period will be specified (Section 1 of Attachment F) 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, CTS 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, CTS 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.

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 F (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. Implementation of CTS's Comprehensive Technical Services Agreement and Support Services allows for the reallocation or defrayal of such budgeted Operational Costs.

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 CTS: 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, CTS and CUSTOMER agree upon the operating practices listed in Attachment F.

3.4.3 Activities and Events Adversely Impacting Savings. CUSTOMER shall promptly notify CTS of any activities known to CUSTOMER which adversely impact: CTS's ability to realize the Guaranteed Savings and CTS 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 CTS's reasonable control.

3.5 Guarantee Adjustment. CTS'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 F; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to and agreement by CTS; (3) CUSTOMER sending all current utility bills to CTS 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 CTS may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) CTS'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, CTS may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless CTS 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.

ATTACHMENT E

SCHEDULE OF SAVINGS

1. Schedule of Savings

The original Master Agreement total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$430,879. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. Additional dollar savings are to be achieved by switching from electric rooftop units to gas fired rooftop units. In addition, improved building air quality and ventilation practices will optimize air conditioning systems to prevent clogged filters from increasing energy usage. Optimization of ventilation schedules may also yield energy savings.

1.1 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 in the Schedule of Savings are deemed satisfied upon contract execution.

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. CTS 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. CTS 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. Replacement of mechanical and electrical systems that have reached or are past the expected useful life of that system or systems will provide the CUSTOMER with cost avoidance for the future replacement of these systems during the term of this agreement. These cost avoidances are equal to the cost of the system or systems replacement and shall be considered fulfilled upon contract execution. This includes related building renovations for each phase of the project as building wide asbestos abatement and classroom renovations are interrelated with HVAC modifications in each phase of the master agreement.

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 Savings
ECM #1 Roof Replacement	NA	NA	Avoided Cost
ECM#2 Insulation Improvement	Mutually Agreed Upon	Mutually Agreed Upon	NA
ECM#3 Avoided Leak Repairs	NA	NA	Avoided Repairs

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 because of the CTS involvement.

ECM#1: Kluthe Roof Replacement.

The new roof at Kluthe is at the end of its rated life and will provide improved building envelope for energy efficiency. The system is avoiding future capital cost while doing the project while the construction team is mobilized at Kluthe for the HVAC project. This quicker mobilization saves roughly \$10,000 on avoided restart of a separate project that would potentially start a year or two from now. Given inflation at roughly 8%, this is assumed in the below cash flow.

ECM#2: Insulation Improvement.

From rough building energy models, the efficiency improvement on annual utility models is roughly \$477/year. An annual savings of 3% is shown below.

1. Kluthe Roof - Baseline Design (06/30/22 @ 11:16) (annual bill: \$ 40,710)
2. Kluthe Roof - Roof Insul EEM (06/30/22 @ 11:16) (annual bill: \$ 40,277)

ECM#3: Avoided Leak Repairs.

The current roof is experiencing numerous leaks. Each leak avoided removes a investigation time, building damage, a service call and a follow up repair. These operational savings can amount to significant savings. Avoiding 5 leaks in the next one at easily \$750/leak (time & repair cost), the savings are shown below.

Year	Cost	Avoided Cost	Energy	Avoided Repairs
0	\$ 340,879			
1		\$ 378,149	\$ 477	\$ 3,750
2			\$ 491	
3			\$ 506	
4			\$ 521	
5			\$ 537	
6			\$ 553	
7			\$ 570	
8			\$ 587	
9			\$ 604	
10			\$ 622	
11			\$ 641	
12			\$ 660	
13			\$ 680	
14			\$ 700	
15			\$ 722	
16			\$ 743	
17			\$ 765	
18			\$ 788	
19			\$ 812	
20			\$ 836	
Total				\$ 384,716

ATTACHMENT F

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____

Agreement Effective Date: _____

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): _____

To: CTS

Reference is made to the above listed Agreement between the undersigned and CTS, Inc. 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 Section 6.2.1, The Payment Schedule.

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
Date: July 11, 2022**

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

Mather, Sharon

7/05/22-7/08/22

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Garcia Orozco, Karen	Lab Student Assistant	6/12/22
Mason, Ronald	Test Proctor	6/2/22
Rubin, Talianna	Tutor-Disability Services - Student	6/1/22
Strode, Celestia	Tutor-Disability Services - Student	6/1/22

Part-time- Grant Funded

Rubin, Talianna	Tutor-Student Carl Perkins	6/1/22
Strode, Celestia	Tutor-Student Carl Perkins	4/21/22

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Bunch-Epperson, Genine	Alternative Education Instructor	5/19/22
Caldeira, Lara	Fitness Center Specialist	8/19/21
Gillespie, Alex	Adjunct DOC College Funded Instructor	5/10/21
Kreke, Ashley	Dual Credit Coordinator	4/23/21

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Full-time		
Temple, Benjamin	Engineering Technician	07/12/22

Full-time Grant Funded

Millikin, Kevin	Correctional Auto Body Instructor	6/6/22
Monti, Francesca	Correctional Office Assistant	7/1/22
Pivetta, Christopher	Correctional Career Technology Instructor	5/31/22
Redman, Robyn	Correctional Career Technology Instructor	6/6/22

Part-time

Egejuru, Brian	Men's Basketball Assistant	7/1/22
Maxwell, Priscilla	Dual Credit Coordinator	5/25/22
Murphy, Jacob	Adjunct Faculty Math and Science Division	8/22/22
Pruitt, David	IEL Instructor	6/6/22
Rubin, Talianna	Tutor-Student Community Education	6/1/22
Strode, Celestia	Tutor-Student Community Education	6/1/22

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Althaus, Jon	Vice President for Academic Services	6/30/22
Gentry, John	Power Plant Mechanic Instructor/Coordinator	5/9/22
Robertson, Zachary	Custodian	7/1/22
Tomasello, Benjamin	Custodian	6/9/22

Part-time

Boehm, Ava	Newspaper Editor - Student Newspaper	4/22/22
Cearlock, Jennifer	Dual Credit Coordinator	5/7/21
Gates, Linda	Adjunct Faculty Social Science Division	12/11/20
Harley, Casey	Dual Credit Coordinator	4/23/21
Heicher, Rachel	Adjunct Faculty Social Science Division	5/11/20
Hennings, Meliah	College Work Study - Early Childhood Education	11/25/21
Hensley, Beth	Sign Language Interpreter	2/4/20
Hoene, Katelyn	Adjunct Faculty Business Division	5/10/21
Howell, Berkley	Fitness Center Specialist	9/1/21
Hunt, Hannah	Newspaper Editor - Student Newspaper	5/13/22
Jackley, Krista	Dual Credit Coordinator	5/10/19
Johnson, Noah	Adjunct Faculty Agriculture Division	12/11/20
McDaniel, Regina	College Work Study - TRIO SSS	12/22/21
McKirahan Jr, James	Adjunct Faculty Technology Division	12/10/21
Merryman, Jarod	Pathways Classroom Assistant	5/19/22
Miller, Candace	Adjunct Faculty Technology Division	12/10/21
Monterusso, Lauren	College Work Study - TRIO Talent Search	3/30/22
Myers, Renee	College Work Study - Early Childhood Education	10/12/21
Neal, Lance	Adjunct DOC College Funded Instructor	12/10/21
O'Dell, Kathryn	Adjunct Faculty Social Science Division	5/11/20
Plummer, Robert	Adjunct Faculty Allied Health Division	8/23/21
Pruemer, Dave	Athletic Trainer Substitute	9/22/21
Puckett, Logan	College Work Study - Student Life	4/27/22
Rash, Chad	Sign Language Interpreter	2/14/20
Rickey, Constance	Allied Health BNA Adjunct Faculty	6/8/22
Sample, Stephanie	College Work Study Radio TV	5/13/22

Sherwood, Shirley	Allied Health EMS Adjunct Faculty	6/8/22
Stark, Patricia	Dual Credit Coordinator	4/23/21
Stokes, Samantha	Newspaper Editor - Student Newspaper	5/14/22
Stoutin, Drew	College Work Study - Business	3/29/22
Taylor, Shayla	Newspaper Editor - Student Newspaper	5/6/22
Turner, Trinity	College Work Study - Student Life	5/7/22
Tuttle, Allie	Perkins Student Worker - Allied Health	10/19/21
Vonderheide, Anthony	College Work Study Radio TV	5/12/22
Williamson, Katie	College Work Study - Early Childhood Education	4/22/22
Wright, Jason	Allied Health EMS Adjunct Faculty	6/17/22

Transfers/Promotions

The following employee is recommended for a change in position

Full-time	Position	Effective Date
Lash, Lara	Allied Health Instructor From Simulation Lab Coordinator	8/19/22

Transfers/Promotions**The following employee is recommended for a change in position**

	Position	Effective Date
Full-time		
Adams, Trisha	Correctional Office Assistant From Correctional Career Technology	4/18/22
Nead, Kaitlyn	Coordinator for Student Comm& Initiative From Admissions Representative	5/2/22













