

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES
LINCOLN LAND COMMUNITY COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT #526**

The regular meeting of the Board of Trustees of Lincoln Land Community College, Illinois Community College District #526 was held on Wednesday, April 23, 2014 at 5:05 p.m. in the Robert H. Stephens Room of the main campus with Chairman Reichert presiding

I. Preliminary Matters

A. Roll Call

Members present were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Belville, Mr. Rosenthal and Mr. Reichert. Mr. Gray and Mr. Findley were absent

B. Pledge of Allegiance

Chairman Reichert led the audience in the pledge of allegiance.

C. Adoption of Agenda of the April 23, 2014 Meeting

MOTION NO. 04-23-14-1:

Mr. Shackelford moved to adopt the agenda of the April 23, 2014 meeting. Mr. Belville seconded.

Those members voting aye were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Belville (advisory), Mr. Rosenthal and Mr. Reichert. **PASSED**

D. Seating of New Student Board Member and Oath of Office

Chairman Reichert and Dr. Warren asked Mr. Belville, to come forward to bid him farewell, Dr. Warren read a resolution highlighting Mr. Belville's many accomplishments, during his tenure as Student Trustee. Chairman Reichert read and presented a plaque

to Mr. Belville, thanking him for his service as Student Trustee for the 2013-2014 academic year and wishing him well in his future endeavors.

Dr. Warren and Chairman Reichert asked Mr. Jefferson Gentry to come forward. Chairman Reichert administered the Oath of Office to Mr. Gentry, the newly elected Student Trustee, and welcomed him to the Lincoln Land Community College Board of Trustees. Mr. Gentry took his seat at the Board table.

E. Introductions and Recognitions

1. Student Elections

Ms. Mary Warren, Interim Director of Student Life, asked the newly elected members and officers of the Student Government Association (SGA) to come forward and introduce themselves. In addition to the newly seated Student Trustee the following students were present:

- Jordan Roach, SGA President
- Tracy Johnson, SGA Treasurer
- Katie Robinson, SGA PR Officer
- Madeline Madden, SGA Health Professions Representative
- Miaomiao Liu, SGA Arts and Humanities Representative
- Aerica Terrell, SGA Representative at Large
- Melissa Plummer, SGA Vice President

Nathan Bauser, SGA Secretary and Anabella Lochman, SGA Arts and Humanities Representative were unable to attend the Board of Trustees meeting.

2. Higher Learning Commission Reaffirmation of Accreditation

On March 24 2014 The Higher Learning Commission's Institutional Actions Council determined Lincoln Land Community College's accreditation should be continued, with the next Reaffirmation of Accreditation scheduled in 2020-2021. Dr. Warren read aloud the Action Letter from Sylvia Manning, President of the Higher Learning Commission, which served as LLCC's formal notification of the Institutional Actions Council decision. She thanked faculty, staff and the Board of Trustees for the wonderful job in assisting with LLCC's first AQIP accreditation process.

F. Hearing of Citizens – None

II. Consent Agenda

MOTION NO. 04-23-14-2:

Mr. Wesley moved to:

- approve the minutes of the Regular Meeting of March 26, 2014;
- ratify payment of weekly checks issued during March 2014 and ratify, subject to audit, the March 31, 2014 Treasurer's Report;
- approve ratification of out-of-state travel for the attached list of individuals;
- approve out-of-state travel for the attached list of employees;
- approve the Clinical Site Agreement with The Villas Senior Care Community;
- approval of the attached Intergovernmental Cooperation Agreement Addendum with Southern Illinois University as presented;
- approve the attached lease with the Montgomery County Farm Bureau for 2,136 square feet at 102 North Main in Hillsboro at a monthly cost of \$734 commencing August 1, 2014 and ending July 31, 2016;
- approve the resolution authorizing submission of the referenced Protection, Health and Safety Project to the Illinois Community College Board;
- approve the lowest responsible bid in the amount of \$166,400 by B&B Electric, Inc. and establish a 10% project contingency in the amount of \$16,640; and
- ratify the listed change order in the amount of \$36,187.12 for the Menard Hall Subsurface Settlement Remediation project as presented.

Mr. Rosenthal seconded.

Those members voting aye were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Gentry (advisory), Mr. Rosenthal and Mr. Reichert. PASSED

III. Action Agenda

A. Policies

1. Revision to Board Policy 6.12 - Disposal of Capital Assets

The proposed revision to Board Policy 6.12 is presented this evening for a second reading and request for approval. This proposed revision allows the College to dispose of surplus and obsolete items valued less than \$5,000 without seeking Board approval.

MOTION NO. 04-23-14-3:

Mr. Shackelford moved to approve Board Policy 6.12 – Disposal of Capital Assets. Mr. Fulgenzi seconded.

Those members voting aye were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Gentry (advisory), Mr. Rosenthal and Mr. Reichert. PASSED

B. Academic Services Division Items - None

C. Student Services Division Items – None

D. Administrative Services Division Items

1. Banking Services

Although the College is not required to bid banking service, LLCC has always done so. Mr. Vertrees stated LLCC conducts a Request for Proposals (RFP) for Banking Services every five years, and explained the RFP includes very specific specifications the banking institutions must be able to meet. LLCC received four proposals, and met with each of the four institutions to review their proposal. Based on a thorough analysis, a recommendation is submitted to award United Community Bank as LLCC's depository for the next five fiscal years, based on their offering the lowest annual cost, highest earnings credit rate, and the highest interest earnings rate.

MOTION NO. 04-23-14-4:

Mr. Fulgenzi moved to approve United Community Bank as Lincoln Land Community College's main depository bank for the next five fiscal years (FY 2015 – FY 2019). Mr. Wesley seconded.

Those members voting aye were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Gentry (advisory), Mr. Rosenthal and Mr. Reichert. PASSED

2. Health Insurance Rates for FY 2015

Dr. Warren stated LLCC's Health Insurance Committee has had a difficult task struggling with the continuous rise in health care costs. The LLCC Health Insurance Committee met with the Insurance Consultant to review aggregate claims and large claims data as it pertains to LLCC's stop loss coverage, health insurance plan design, and projected health insurance rates for FY 2015. Mr. Vertrees explained this year has been a particularly difficult one, in regard to large expensive claims. The Insurance Committee and Insurance Consultant reviewed claims from the past two years, trending the data forward to arrive at expected claims for the upcoming fiscal year. The initial review called for a premium increase of 16%, which prompted the Insurance Committee to review recommendations for plan design changes, in an effort to reduce the premium increase to 10%. The insurance committee's recommendations are listed below:

- Continue to offer a High Deductible Plan option accompanied by a Health Savings Account conforming to IRS qualifying regulations. The deductible for this plan will remain at \$2,750 per individual. After the deductible is satisfied, the plan pays 90% of in-network costs and the employee is responsible for 10% of those costs up to a maximum out-of-pocket cost of \$2,000. Once the deductible and out-of-pocket maximum has been satisfied, the plan pays 100% of costs.
- Continue to offer the Open Access Plan with the following plan design changes: Increase the Tier I deductible by \$500 to \$1,000 per person, Tier II from \$750 to \$1,250 per person, Tier III from \$1,000 to \$1,500 per person; increase the Tier I out-of-pocket maximum by \$500 to \$2,250 per person, Tier II from \$3,250 to \$3,750 per person, Tier III from \$4,250 to \$4,750 per person; increase Rx co-pays from \$10 to \$20 generic, from \$30 to \$50 formulary, from \$50 to \$100 non-formulary; increase office visit co-pays to Tier I from \$15 to \$25, Tier II from \$30 to \$50.
- In compliance with the Affordable Care Act, there will no longer be a pre-existing condition exclusion for new participants on our health insurance plans.
- Establish health insurance rates for the HealthLink Open Access Plan for FY'15 at \$880 for Employee only, \$1,419 for Employee plus one, and \$2,233 for Employee plus two or more. This reflects a **10% increase** over last year's rates.
- Establish health insurance rates for the High Deductible Plan coupled with Health Savings Account for FY'15 at \$600 for Employee only, \$1,030 for Employee plus one, and \$1,686 for Employee plus two or more.
- Set the Board Contribution for health insurance at \$880 per employee per month as required by our Collective Bargaining Agreements.

AGENDA ITEM II.A

- Establish the Board Contribution to an employee’s Health Savings Account for those selecting the High Deductible Plan at the annual amount of \$3,300. This is the yearly difference between the cost of single coverage under the Open Access Plan and the High Deductible Plan without exceeding the annual maximum contribution set by the IRS.
- Continue with Lincoln Financial as the college’s dental insurance carrier, taking advantage of the 2-year rate guarantee for existing rates of \$36 for Employee only, \$78 for Employee plus one, and \$126 for Employee plus two or more with the Board Contribution fixed at \$36 per month.

MOTION NO. 04-23-14-5:
Mr. Rosenthal moved approval of the recommended Health Insurance Rates for FY 2015 as presented. Mr. Shackelford seconded.

Those members voting aye were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Gentry (advisory), Mr. Rosenthal and Mr. Reichert. PASSED

E. Information Technology Systems Items - None

F. Workforce Development and Community Education Items – None

G. Executive Division Items - None

IV. Information Items

A. Staff Reports

1. Academic Services - None
2. Student Services – None
3. Administrative Services - None
 - a. Position Vacancies and Hires

Dr. Warren noted this report includes another retirement resultant from the newly enacted pension reform. She also noted a couple position vacancies in the Student Services area explaining, because of recent retirements; Vice President Frederick has a

unique opportunity to thoroughly review her department, with a goal of improving overall efficiency in the Student Services area.

b. Construction Progress Update

Dr. Warren stated the newest component of this report is the replacement of eight boilers in the Physical Plant of Sangamon Hall.

c. Quarterly Budget Transfer Report

This standard report reflects end of the third quarter transfers, with LLCC continuing to remain within the statutory requirements limiting the amount of transfers to 10% or less in any fund.

4. Information Technology Systems – None
5. Workforce Development and Community Education - None
6. Executive Division

a. Review of Agenda Master Calendar

Dr. Warren reminded Board members of the LLCC Foundation Gala on May 3, and Employee Recognition on May 7. She also noted LLCC's Student Recognition program on April 29 and the Adult Education Recognition Program on May 14.

B. President's Report

Just prior to the Board meeting, Chairman Reichert and fellow Trustees unveiled LLCC's LEED (Leadership in Energy and Environmental Design) Silver Plaque at the Workforce Careers Center's "Green Celebration", which was part of the College's Earth Week Celebration. This LEED certification identifies the building as "a showcase example of sustainable design". As part of the Green Celebration, Chairman Reichert announced new "green" initiatives at LLCC, including a USDA Grant to research the College's new movable high tunnel growing system and new certificate programs.

Illinois Secretary of State Jesse White visited the main campus on April 8, participating in LLCC's Honor Students' initiative "Be A Hero" organ donation campaign. A press conference featuring Secretary White was held, which included several speakers, one of which was LLCC student Tyler Mathews.

Illinois State Comptroller, Judy Baar Topinka visited the main campus on April 23, to support a State of Illinois Financial Training Workshop, entitled "Follow the Money", presented by her staff.

On April 16, Deborah Layton, a former high level member of the Peoples Temple and Jonestown Survivor shared her personal story entitled, "Seductive Poison: A Jonestown Survivor's Story of Life and Death in the Peoples Temple", to a large audience.

"Jazzin' It Up with Jack and Friends", a concert for special needs children was held on April 5 at LLCC's main campus. This event, organized by LLCC music faculty, Jane Hartman and Jason Waddell, included performances by the LLCC Stolen Moments ensemble, LLCC Big Band, and an "instrument petting zoo".

LLCC hosted the 1st Annual Central Illinois Junior FIRST® LEGO® League on April 6. The expo consisted of teams of children, aged 6-9, and was held in Cass Gymnasium on the main campus.

Approximately 350 7th graders from Chatham visited LLCC's main campus on April 2 and April 3, which included a careers presentation and tour of the Workforce Careers Center.

LLCC Honor Students enrolled in the Biological Field Studies Course in Belize presented their research projects at a symposium on April 16 in the A. Lincoln Commons.

The LLCC Agriculture Club hosted their 2nd Annual Farmers Share Luncheon on March 28 in the Student Union. The cost of a ticket (50 cents) represents the average amount a farmer receives out of the \$6 cost of the meal.

LLCC's Annual Student Art Show opened with a reception on April 17. 75 entries were selected for the show, with award winners announced during the opening reception. The Art show will be open for viewing through May 8.

A Soup and Stories presentation by LLCC International Students drew a full house on April 22.

The LLCC Theatre presented two student-directed one-act plays on April 18, 19, 25 and 26 in the lower level of Sangamon Hall on the LLCC main campus.

Recent LLCC notable honors include:

- Mary Flesch and Clark Johnson were honored as LLCC's representatives on the Phi Theta Kappa All-Illinois Academic Team on April 1 at the Phi Theta Kappa Annual Banquet.
- Eleven, LLCC second-year nursing students were inducted into the first class of the new LLCC Beta Nu Chapter of Alpha Delta Nu, National Nursing Honor Society on April 17.
- Art Professor Thom Whalen has been selected to exhibit paintings, prints and sculpture at "Focus 4: Four Solo Exhibitions" at the Illinois State Museum Chicago Gallery. The exhibition will be open through August 15.
- Dr. Wendy Howerter, Dean, District Learning Resources, has been elected President-Elect of the Illinois Council of Community College Administrators.
- On April 11 the Sangamon County Department of Public Health presented a 2013 Gold Award to the LLCC Subway for its high inspection scores and commitment to food safety.

C. Report from Faculty Senate - None

D. Report from Faculty Association - None

E. Report from Classified Staff - None

F. Report from Professional Staff - None

G. Report from Facilities Services Council - None

H. Chairman's Report

Chairman Reichert commented this has been a busy week; today he attended the Earth Week LEED Plaque unveiling and the "Follow the Money" financial conference. He also attended a children's art show at the LLCC-Jacksonville campus a few weeks ago. Chairman Reichert conveyed his best wishes to Vice President Vertrees, stating that he will be truly missed at the College, upon his retirement next week, and how fortunate the Board and College have been to have him at the helm of LLCC's finances.

I. Secretary's Report

Mr. Wesley reminded Trustees the next Illinois Community College Trustees Association (ICCTA) meeting will be in Springfield on April 29 and ICCTA's Lobby Day is scheduled for April 30. He stated Trustee Rosenthal has arranged a Lobby Day meeting with LLCC Trustees and several legislators.

J. Foundation Report

Ms. Sanders, Executive Director of the LLCC Foundation stated she and the Foundation department are very excited in anticipation of the LLCC Gala, which is Saturday, May 3. Ms. Sanders announced they have a full house, with the Gala completely sold out. She thanked the many volunteers who's hard work and commitment make the event successful, along with the Board of Trustees for their continued support.

K. Other Board Members' Reports - None

V. Strategic Discussion

Vice President Frederick provided a PowerPoint presentation on LLCC's Strategic Planning Dashboard, highlighting Goal 4 – Community Engagement and Goal 5 – Diversity and Cultural Competency for Fiscal Year 2013.

Ms. Frederick reviewed Goal 4 and the two main components which make up this goal:

- Community Activities and Events
- Participants in Community Activities and Events

Ms. Frederick then reviewed Goal 5 and the three main components which make up this goal:

- Maintain Demographic Reflection of LLCC District
- Cultivating Connections
- Maintaining a Climate of Caring, Respect, and Value for Different Cultures

Ms. Frederick explained in depth, the Key Performance Indicators or metrics, used to measure the data supporting all of the above mentioned components for both Goal 4 and Goal 5.

VI. Executive Session

MOTION NO. 04-23-14-6:

Mr. Fulgenzi moved to hold an executive session for the purposes of discussing personnel issues, collective bargaining, real estate, student discipline, pending or imminent legal issues. Mr. Shackelford seconded.

Those members voting aye were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Gentry (advisory), Mr. Rosenthal and Mr. Reichert. PASSED

MOTION NO. 04-23-14-7:

Mr. Fulgenzi moved to return to open session. Mr. Wesley seconded.

Those members voting aye were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Gentry (advisory), Mr. Rosenthal and Mr. Reichert. PASSED

VII. Actions from Executive Session

MOTION NO. 04-23-14-8:

Mr. Wesley moved to approve the attached employment recommendations. Mr. Shackelford seconded.

Those members voting aye were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Gentry (advisory), Mr. Rosenthal and Mr. Reichert. PASSED

A general discussion was thereupon held regarding July 2014 Board travel to Washington, D.C., and it was the consensus of Board members that each Trustee would pay his own expenses for travel to and from Washington, while the College would pay for customary lodging and *per diem* expenses. Trustees noted the benefits of Board travel on behalf of the College but expressed a desire to moderate College expenses in light of the challenging fiscal environment for all public bodies.

VIII. Adjournment

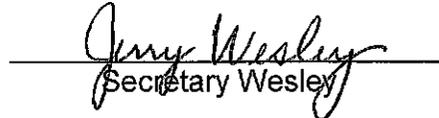
MOTION NO. 04-23-9:

Mr. Shackelford moved to adjourn the meeting. Mr. Rosenthal seconded.

Those members voting aye were Mr. Wesley, Mr. Fulgenzi, Mr. Shackelford, Mr. Gentry (advisory), Mr. Rosenthal and Mr. Reichert. PASSED

The meeting adjourned at 7:40 p.m.


Chairman Reichert


Secretary Wesley

AGENDA ITEM II.A

MEMORANDUM

TO: Members, LLCC Board of Trustees

FROM: Charlotte J. Warren
President

SUBJECT: Ratification of Out-of-State Travel

DATE: April 23, 2014

Name	Meeting	Location	Date	Account	Amount
Howerter, Wendy	American Board of Registration for Electroencephalographic Evoked Potential Technologists	Milwaukee, WI	April 10-11, 2014	Paid by American Board of Registration of Electroencephalographic and Evoked Technologists	\$0

AGENDA ITEM II.A

MEMORANDUM

TO: Members, LLCC Board of Trustees

FROM: Charlotte J. Warren
President

SUBJECT: Approval of Out-of-State Travel

DATE: April 23, 2014

Name	Meeting	Location	Account	Amount
Badgett, Janice	National Council Licensure Examinations Conference	Charlotte, NC	Faculty Allocation	\$731
Broderick, Victor and Psych Club (Approx. 8 Students)	ILLOWA 41 st Annual Undergraduate Psychology Conference	Davenport, IA	Club Trip	\$740*
Cheek, Sharon	2014 American Society of Radiologic Technologists Educational Symposium and Annual Governance Meeting	Orlando, FL	Faculty Development	\$475
Coakes, Michelle	National Institute for Staff and Organizational Development Excellence Award Conference	Austin, TX	Staff Development	\$2,502
Cox, Dave and BIO 208 (Approx. 12 Students)	Belize Trip – May 2015	Calabash Caye, Belize	Class Trip	\$21,090**
Ecklund, Don and Phi Theta Kappa Club (Approx. 6 Students)	Phi Theta Kappa NerdNation Conference	Orlando, FL	Club Trip	\$7,815*
Goetsch, Peggy and Environmental Club (Approx. 30 Students)	Smoky Mountains Camping and Hiking Trip	Gatlinburg, TN	Club Trip	\$2,700**
Kreueger, Dee	National Institute for Staff and Organizational Development Excellence Award Conference	Austin, TX	Staff Development	\$2,572
Rhodes, Laurie	National Association for the Education of Young Children National Institute for Early Childhood Professional Development	Minneapolis, MN	Administrative	\$2,030

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Shull, Al	Drawing Workshop	Eau Claire, WI	Faculty Development	\$1,747
Watkins, Danyle	National Association for the Education of Young Children National Institute for Early Childhood Professional Development	Minneapolis, MN	Staff Development	\$1,651

**Club Funds*
***Student Fees*

LEASE

THIS LEASE is made between the **MONTGOMERY COUNTY FARM BUREAU**, an Illinois corporation, of Hillsboro, Illinois herein called "Lessor," and **LINCOLN LAND COMMUNITY COLLEGE DISTRICT NO. 526**, with administrative offices in Springfield, Illinois herein called "Lessee."

1. Description of Premises. Lessor leases to Lessee space in the Montgomery County Farm Bureau Building located at 102 North Main, Hillsboro, Illinois, consisting of approximately two thousand one hundred thirty six (2,136) square feet, hereinafter called the "Premises." In addition, Lessee shall be permitted to use the parking lot associated with the Premises, and Lessee agrees to coordinate such usage with Lessor. The parties understand and agree that six spaces adjacent to the building are reserved for Farm Bureau visitors during normal business hours.

2. Term. The term of this lease shall be two (2) years to commence on August 1, 2014, and terminate on July 31, 2016, unless sooner terminated by a breach of the terms and conditions of this lease by Lessee or by abandonment of the premises by Lessee. Lessee shall have the option to renew this Lease for two additional years on the same terms (except for rental amount) provided Lessee notifies Lessor of its intent to renew no later than January 1, 2016. Rental must be mutually agreed on or before May 1, 2016, or this Lease shall terminate. Lessee shall surrender the premises to Lessor immediately on the termination of the lease term or any renewal thereof.

3. Rent. In consideration of the demised Premises herein, Lessee covenants and agrees to pay as rent for said demised Premises Eight Thousand, Eight Hundred Eight Dollars (\$8,808) per annum in twelve equal monthly installments of Seven Hundred Thirty Four Dollars (\$734), in advance, on the first day of each and every month during said term or any renewal thereof.

4. Accessibility. Lessor agrees to cause, rest rooms used by both Lessor and Lessee to conform to ADA or other applicable accessibility requirements, the cost of any required improvements to such rest rooms shall be borne equally by Lessor and Lessee. Any other improvements required for accessibility (including, but not limited to elevators, ramps or stairs) shall be paid for by Lessee. Lessor shall, at its expense, provide one door to separate Lessor's uses from Lessee's. Lessee shall, at its expense, provide one door to separate Lessee's uses from Lessor's.

5. Use and Occupancy. Lessee shall use and occupy the premises for conduct of its educational program and for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.

6. Covenant to Pay Rent. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing without demand and without counterclaim, deduction, or setoff.

7. Care and Repair of Premises. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall in the use and occupancy of the premises conform to all laws, orders and regulations of the federal, state, and municipal governments or any of the departments (except as provided in paragraph 4, above). Lessor shall, at its own expense, provide maintenance of and reasonable snow removal from parking lot and entrances.

Lessor agrees to maintain the roof, mechanical systems and structural portions of the building at its own expense and maintain the heating and air conditioning unit of the building at its existing capacity as of the date of this Lease. Lessor does not warrant that heating or air conditioning service will be free from interruptions for causes beyond the reasonable control of Lessor. Notwithstanding the foregoing, Lessee agrees to repair, repaint and/or otherwise decorate the premises used by it at its sole expense, as may from time to time be deemed by Lessee as necessary or appropriate.

All improvements made by Lessee (or at Lessee's request and paid for by Lessee) to the premises which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees excepted. All property of Lessee remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal.

8. Alteration, Additions, or Improvements. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to, or on and about the Premises. Lessor agrees to make any agreed upon alterations, additions or improvements solely at Lessee's expense and provided Lessee agrees, in writing, to pay the actual cost of same as payments come due for Lessor. At the termination of this Lease, or any renewal thereof, all right, title and interest in and to any alterations, additions or improvements shall vest in Lessor at no cost to Lessor.

9. Activities Increasing Fire Insurance Rates. Lessee shall not do or suffer anything to be done on the Premises that will increase the rate of first insurance on the Building.

10. Accumulation of Waste or Refuse Matter. Lessee shall not permit the accumulation of waste or refuse matter on the leased Premises or anywhere in or near the building.

11. Abandonment. Lessee shall not, without first obtaining the written consent of Lessor, abandon the Premises or allow the Premises to become vacant or deserted.

12. Assignment or Sublease. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge, or encumber this lease in whole or in part or sublet the Premises or any part thereof.

13. Compliance with Rules and Regulations. Lessee shall observe and comply with such reasonable rules and regulations as Lessor may prescribe on written notice to Lessee for the safety, care and cleanliness of the building and the comfort, quiet, and convenience of other occupants in the building.

14. Utilities. Lessor shall furnish Lessee heat and air conditioning on business days, adequate and reasonable for the Premises herein leased. Lessee shall pay monthly, 20% of 1/12th of the total heating and air conditioning costs, based upon estimated utility costs from the previous year's actual utility rate.

Lessor will furnish Lessee with the previous one year billing history on or before October 1 of each year so arrangements can be made to pay utilities at the time monthly lease payments are being paid.

15. Destruction of Premises. In the event of a partial destruction of the Premises during the term from any cause, Lessor shall forthwith repair the same, provided the repairs can be made within sixty (60) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul or void this lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee in the Premises. If the repairs cannot be made in the specified time, Lessor may, at its option, make repairs within a reasonable time, this lease continuing in full force and effect, and the rent to be proportionately rebated as previously set forth in this paragraph. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. Should the building in which the demised Premises are situated be destroyed to the extent of no less than fifty percent (50%)

of the replacement cost thereof, Lessor may elect to terminate this lease whether the demised Premises are damaged or not. A total destruction of the building in which the premises are situated shall terminate this lease. Any dispute between Lessor and Lessee relative to the provisions of this paragraph shall be subject to arbitration. Each party shall select an arbitrator, and the two arbitrators so selected shall select a third arbitrator between them. The controversy shall be heard by the three arbitrators so selected. The decision of the three arbitrators shall be final and binding on both Lessor and Lessee who shall bear the cost of such arbitration equally between them.

16. Waivers of Subrogation. Notwithstanding the provisions of Section 7 of this lease, in any event of loss or damage to the building, the Premises, and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party. To the extent possible without additional cost, each party shall obtain for each policy of such insurance provisions permitting waiver of any claim against the other for loss or damage within the scope of such insurance, and each party to such extent permitted for itself and its insurers waive all such insured claims against the other party.

17. Eminent Domain. If the Premises or any part thereof or any estate therein or any other part of the building materially affecting Lessee's use of the Premises shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking of any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee and for moving expenses.

18. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any rental default within ten (10) days or other default within thirty (30) days after giving such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease and on not less than ten (10) days' notice to Lessee. On the date specified in such notice, the term of this lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.

19. Deficiency. In any case where Lessor has recovered possession of the Premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining Premises, or otherwise change or prepare for reletting, and may relet the Premises or any part thereof as agent of Lessee or otherwise for a term or terms to expire

prior to, at the same time as, or subsequent to the original expiration date of this lease, at Lessor's option, and receive the rent thereof. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises or otherwise changing or preparing for reletting, and the reletting, including brokerage and reasonable attorney's fees. Thereafter it shall be applied to the payment of damages in amounts equal to the rent hereunder and to the cost and expenses of performance of the other covenants of Lessee as herein provided. Lessee agrees, in any such case, whether or not Lessor has relet, to pay Lessor damages equal to the rent and other sum herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Lessee on the several rent days above specified. In reletting the Premises as aforesaid, Lessor may grant rent concessions, and Lessee shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. If Lessor elects pursuant hereto actually to occupy and use the Premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or damages as herein defined, during the period of Lessor's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as relief of Lessee's liability hereunder.

Lessor's remedies hereunder are in addition to any remedy allowed by law.

20. Additional Space. If and when additional space becomes available in Lessor's building, Lessor shall first offer such space to Lessee subject to such terms and conditions as may be acceptable to the parties.

21. Signs. Lessee may place signs on Lessor's building and/or parking area subject to approval of Lessor, which approval shall not be unreasonable withheld. All signs must comply with applicable laws, rules, ordinances and regulations applicable thereto.

22. No waiver of Covenants or Conditions. The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This lease cannot be changed or terminated orally.

23. Right to Cure Lessee's Breach. If Lessee breaches any covenant or condition of this lease, Lessor may on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee. The reasonable amount of all expenses, including attorney's fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

24. Termination. Lessee may terminate the lease by providing not less than six (6) months written notice of intent and date of such termination. On termination by Lessee, all

AGENDA ITEM II.A

Lessee's rights, title and interest in improvements made by Lessee in the Montgomery County Farm Bureau shall, without further action or payment, vest in Lessor.

25. Notices. Any notice by either party to the other shall be in writing and shall be deemed to have been given only if delivered personally or sent by registered or certified mail in a postpaid envelope addressed, if to Lessee ant the above-described building; if to Lessor, or at Lessor's address as set forth above; or at such other addresses as Lessee and Lessor respectively may designate in writing. Notice shall be deemed to have been duly given if delivered personally on delivery thereof, and if mailed, on the third day after mailing thereof.

26. Quiet Enjoyment. Lessor covenants that if and so long as Lessee pays the rent as herein provided, and performs toe covenants hereof, Lessee shall peaceable and quietly have, hold, and enjoy the Premises for the term herein mentioned, subject to the provisions of this least.

27. No Other Representations. No representations or promises shall be binding on the parties hereto, expect those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

28. Section Headings. Section headings in this lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

29. Applicability to Successors and Assigns. The provisions of this lease shall apply to, bind, and inure to the benefit of Lessor and Lessee and their respective successors and assigns.

Executed in duplicate at Springfield, Illinois, on the 23rd day of April, 2014.

LESSOR: MONTGOMERY COUNTY FARM BUREAU **LESSEE:** LINCOLN LAND COMMUNITY COLLEGE

By _____ By _____

Its _____ Its _____

MEMORANDUM

TO: Members, LLCC Board of Trustees
FROM: Charlotte J. Warren
President
SUBJECT: Employment Recommendations
DATE: April 23, 2014

We recommend the following personnel actions:



FACULTY

A. Resignations

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Patricia Lager	Professor	Mathematics & Sciences	07/31/14

B. Approve the employment, pending the successful outcome of the criminal background check and drug screen, of Mr. Timothy McKenzie as Journalism/Humanities Instructor. Mr. McKenzie earned a MS in Journalism from the University of Illinois-Urbana-Champaign. He has been the copy editor at the Herald & Review newspaper in Decatur the past seven years and has also been an adjunct instructor at LLCC. His employment will be effective August 21, 2014, and placement will be on Column Masters +30, Step 10 of the 2014-15 faculty salary schedule. A copy of his curriculum vitae is attached.

C. Approve the employment, pending the successful outcome of the criminal background check and drug screen, of Ms. Deana Schenk as a one-semester, non-tenure track English Instructor. Ms. Schenk obtained her Master of Arts in English from the University of Illinois Springfield and her Bachelor of Arts in English from Illinois College. Her employment would be effective August 21, 2014 and placement would be on Column Masters, Step 9 of the 2014-15 faculty schedule. A copy of Ms. Schenk’s curriculum vitae is attached.

- D. Approve a change in retirement date for Jeri Buckner, Professor, English. Her original retirement date was scheduled for May 15, 2015 and she has changed the date to June 28, 2014.

ADMINISTRATIVE

- A. Approve the employment of Mr. Todd McDonald as Vice President, Administrative Services. Mr. McDonald earned a Masters of Science in Adult and Higher Education and a BS in Accountancy from Northern Illinois University. He is presently the Dean of Finance and Facilities at North Central Michigan College and prior to that was the Assistant Vice President of Finance at McHenry County College. His employment will be effective May 27, 2014. A copy of Mr. McDonald's resume is attached.
- B. Approve the employment of Ms. Lisa Collier as Associate Vice President, Enrollment Services. Ms. Collier has been serving as the Assistant Vice President-Financial Aid at LLCC since August 2013. Her employment will be effective May 1, 2014, and placement will be on Salary Grade O. A copy of Ms. Collier's resume is attached.
- C. Approve a 15% increase to the salary of Mary Beth Ray, Director, Career Development Services, who will serve as Interim Director of Advising & Counseling due to the retirement of Mary Warren. This increase will be effective May 1 and will continue until a decision is made on the vacancy.
- D. Approve extension of President's Employment Contract.