Regular Meeting

Tuesday, February 28, 2023 5:00 PM
Grayslake Campus, Room A011, 19351 West Washington Street, Grayslake, IL 60030

1. **Call to Order and Roll Call**
2. **Approval of the Agenda**
3. **Receipt of Notices, Communications, Hearings and Petitions**
4. **Reports**
1. Chair's Report
2. Student Trustee's Report
3. President's Report
1. Mid-year Fiscal Accountability Report
2. Annual Information Technology Update
3. Anti-Racism Statement Update
5. **Consent Agenda**
1. Approval of the Minutes
1. Regular Meeting Minutes of January 24, 2022
2. Closed Meeting Minutes of January 24, 2023
2. Financial
1. Resolution Approving Reimbursement of Business-Related Travel Expenses
2. Resolution Approving and Ratifying Bills, Authorizing Budget Transfers and Accepting the Monthly Financial Report
3. Purchasing
1. APX Digital Law Enforcement Radios
2. Fire Alarm Radio Monitoring Service
3. Nursing Bed Suite Packages
4. Customer Relationship Management Software Technical Support
5. Temporary Employment Services
6. Microscopes
4. Human Resources
1. New Hires
2. Probationary Period Completion
3. Promotions
4. Transfers
5. Employment Status Faculty
6. Tenure Employment Status
7. Resignations and Retirements
5. Contracts and Grants
1. Acceptance of Illinois Department of Commerce and Economic Opportunity Grant
6. Other (None)
6. **Presentment of Board Policies and Objectives**
1. Anti-Racism Statement First Reading
7. **New Business (Action Items)**
1. Non-Credit Registration System (Modern Campus, Inc.)
2. Authorization to Modify Lease of College Facilities to Lake County
3. Fiscal Year 2024 Tuition and Comprehensive Fees
4. Academic Year 2023-2024 Credit Course Fees
5. Sabbatical Leaves of Absence
6. Full-Time Faculty Bargaining Agreement
8. **Executive Session (Closed)**

9. **Other Matters for Information or Discussion**
10. **Adjournment**

5.2.1. RESOLUTION APPROVING REIMBURSEMENT OF BUSINESS-RELATED TRAVEL EXPENSES

Lead Staff: Kevin Appleton, Vice President of Business Services and Finance

WHEREAS, the list of reimbursements for business-related travel expenses is required to be approved by the Board of Trustees in accordance with the College of Lake County Policy 108 and Policy 960 and 50 ILCS 150/1 et seq.; and

WHEREAS, the monthly expenses to be approved pursuant to 50 ILCS 150/1 et seq., are set forth below;

NOW BE IT RESOLVED that the Board of Trustees approves the reimbursement for business-related travel expenses in the amount of $770.00 for registration to the Association of Community College Trustees (ACCT) Community College National Legislative Summit.

PASSED this 28th day of February 2023 by the Board of Trustees, College of Lake County, Community College District No. 532, Grayslake, Illinois.

Recommendation: Adopt the resolution approving reimbursement of business-related travel expenses.

5.2.2. RESOLUTION APPROVING AND RATIFYING BILLS, AUTHORIZING BUDGET TRANSFERS AND ACCEPTING MONTHLY FINANCIAL REPORT

Lead Staff: Kevin Appleton, Vice President, Business Services and Finance

WHEREAS, the list of bills has been provided to the Board of Trustees in accordance with the College of Lake County Approval of Bills for Payment Policy 713; and

WHEREAS, the full details of the monthly financial report are contained in this document and a summary is attached hereto; and

WHEREAS, budget transfers in the amount of $53,940 are recommended to the Fiscal Year 2023 Budget and are attached hereto;

NOW BE IT RESOLVED that the Board of Trustees approves the bills provided under separate cover, accepts the monthly financial report and approves/ratifies and authorizes the Treasurer to make budget transfers in the amount of $53,940.

PASSED this 28th day of February 2023 by the Board of Trustees, College of Lake County, Community College District No. 532, Grayslake, Illinois.

Recommendation: Adopt the resolution approving and ratifying bills, authorizing budget transfers and accepting the monthly financial report.

5. CONSENT AGENDA 2. FINANCIAL

FY 23 BUDGET TRANSFERS

	Account No.	Department	Account Description	Increase Budget	Decrease Budget	Reason
1)	536000 01 01008 8020 01	Finance Department	Office Services/Temp Staff	$ 53,940.00		Temporary Staff Services
	512006 01 01008 8020 01	Finance Department	Professional Staff		$ 53,940.00	
		TOTAL TRANSFERS - ALL FUNDS		$ 53,940.00	$ 53,940.00	

Operating Funds

Financial Highlights

REVENUE: The revenues in the operating funds reflect 62.4 percent of budgeted revenues through December 2022. At the end of December 2021, the College had received 56.2 percent of the amount budgeted.

As of December 31, 2022, the College had received revenues equal to $42 million in Fiscal Year 2023 for local taxes. Local tax revenue is budgeted at $77.4 million for Fiscal Year 2023.

Also, as of December 31, 2022, student enrollment reflected 85 percent of the tuition revenue. At the end of December 2021, the College had received 73.5 percent of the amount budgeted. The timing of when students enroll impacts when tuition revenue is recorded.

EXPENDITURES: The expenditures in the operating funds as of December 31, 2022, reflect 44 percent of budgeted expenditures for the year. In comparison, as of December 31, 2021, the College had expended 43 percent of the amount budgeted. The College is trending on track with the FY 2023 budget plan.

INVESTMENTS: Treasury yields rose across the curve in December. The 10-year saw a 27 basis-point (bps) increase in rates and the 30-year saw an increase of 23 bps. The 2- and 5-year rates increased by 12 and 27 bps, respectively, leading to the Broad Treasury Index returning -0.52 percent for the month. The Bloomberg U.S. Aggregate Index (Aggregate) gained -0.45 percent in December. Investment-grade (IG) credit as a whole returned -0.43 percent, AAA-rated bonds returned -0.39 percent, AA-rated bonds returned -0.66 percent, A-rated bonds returned -0.40 percent and BBB-rated bonds returned -0.42 percent.

College of Lake County
Connect to Your Future

Monthly Financial Report

FOR THE MONTH ENDED

December 31, 2022

February 28, 2023

Educational Fund
Balance Sheet
As of December 31, 2022

ASSETS

CASH	
Cash In Bank	11,328,477.53
Illinois Funds	0.00
Petty Cash	0.00
Change Funds	7,300.00
INVESTMENTS	
Repurchase Agreements	0.00
Treasury Bills	0.00
Certificates of Deposit	0.00
Other Investments	65,943,152.54
RECEIVABLES	
Taxes Receivable - Current Levy	32,730,949.49
Corp PRS Property Replc Tax Rec	626,196.03
Allowance for Uncollectable Tuition	(2,150,974.14)
Allowance Acct.Traffic Program	0.00
Governmental Claims Receivable	0.00
Chargebacks Receivables	0.00
Student Tuition Receivable	14,653,665.78
3rd Party Tuition Receivable	0.00
Vendor Receivables	0.00
Traffic System Tuition Receivable	0.00
Family Parenting Receivable	0.00
Contract System Receivable	0.00
Other Receivables	0.00
ACCRUED REVENUE	
Accrued Interest	0.00
Accrued State Apportionment	0.00
Other Accrued Revenue	19,936.72
INTER-FUND RECEIVABLE	
Receivable From Education Fund	84,436.46
Receivable From Maintenance Fund	1,791.43
Receivable From O.B.M. Fund	2,231,757.55
Receivable From Bond/Int Fund	0.00
Receivable From Auxiliary Fund	98,101.82
Receivable From Restricted Purpose Fund	23,610,676.41
Receivable From Working Cash	0.00
Tuition Receivable From Financial Aid	0.00
Receivable Fom Other Funds	9,014,224.31
Deferred Expenses	
Deferred Expenses	36,027.50
TOTAL ASSETS	158,235,719.43

LIABILITIES AND FUND BALANCE

LIABILITIES	
PAYROLL DEDUCTIONS PAYABLE	
Payroll Deductions Payable	94,178.91
CURRENT OBLIGATIONS PAYABLE	
Current Obligations Payable	0.00
ACCOUNTS PAYABLE	
Accounts Payable	309,120.71
ACCRUED EXPENSES	
Accrued Expense	658,392.00
INTER-FUND PAYABLE	
Payable to Maintenance Fund	7,348.00
Payable to Education Fund	10,653,952.25
Payable to O. B. M. Funds	10,365,156.31
Payable to Bond & Interest Fund	0.00
Payable to Auxiliary Fund	64,189.41
Payable to Restricted Purpose Fund	25,941,751.59
Payable to Working Cash Fund	0.00
Payable to Other Funds	25,145,254.10
DEFERRED REVENUES	
Property Taxes	29,418,910.42
Total Tuititon & Fees	0.00
Miscellaneous Deferred Revenues	0.00
OTHER LIABILITIES	
Other Liabilities	968,584.70
Vacation Accrual	2,807,342.68
FUND BALANCE	
Fund Balance	51,801,538.35
TOTAL FUND BALANCE	51,801,538.35
TOTAL LIABILITIES & FUND BALANCE	158,235,719.43

College of Lake County
CLC Comparison Fund 01
Statement of Changes in Fund Balance
Month Ending: December 31, 2022

	Year to Date		Prior Year to Date	
	Actual	Percent	Actual	Percent
INCOME				
Current Taxes	31,810,751.44	49.06%	27,295,192.71	47.31%
CPPRT Corp Pers Prop Repl Tax	1,817,346.17	2.80%	707,384.84	1.23%
ICCB Credit Hour Grants	4,536,814.50	7.00%	4,181,149.98	7.25%
Vocational Education	297,745.50	0.46%	287,786.00	0.50%
Tuition	23,099,196.95	35.62%	22,561,057.73	39.11%
Graduation Fees	195.00	0.00%	435.00	0.00%
Transcript Fees	10,947.18	0.02%	40,374.95	0.07%
On-line Course Fee	553,432.94	0.85%	881,566.69	1.53%
Laboratory Fees	353,288.94	0.54%	372,786.61	0.65%
Payment Plan Enrollment Fee	30,535.00	0.05%	26,760.00	0.05%
Credit By Exam Fees	300.00	0.00%	350.00	0.00%
Comprehensive Fees	3,675,542.54	5.67%	3,677,006.14	6.37%
Activity Fee Adjustment	(2,410,718.00)	-3.72%	(2,346,102.00)	-4.07%
Gain(Loss) on Investment	865,446.72	1.33%	(36,636.08)	-0.06%
Other Interest	23,704.95	0.04%	0.00	0.00%
Sweep Accounts	95,496.14	0.15%	977.15	0.00%
Library Fines	353.14	0.00%	279.19	0.00%
Miscellaneous Revenue	73,215.75	0.11%	32,908.97	0.06%
Other Revenue/Rebates	11,849.35	0.02%	8,383.72	0.01%
Over Short	0.00	0.00%	3.17	0.00%
Total Income	64,845,444.21	100%	57,691,664.77	100%

Percentages Rounded

5. CONSENT AGENDA 2. FINANCIAL

EXPENDITURES				
Salaries	35,294,325.30	76%	35,505,463.96	78%
Employee Benefits	5,432,994.42	12%	4,711,807.61	10%
Contractual Services	2,623,660.61	6%	2,698,342.58	6%
General Material & Supplies	1,181,794.28	3%	1,213,081.32	3%
Travel/Conference Meeting Exp	260,436.70	1%	136,963.00	0%
Fixed Charges	703,664.44	2%	658,116.66	1%
Utilities	27,682.71	0%	26,798.32	0%
Capital Outlay	8,026.11	0%	37,030.06	0%
Other Expenditures	1,126,451.24	2%	611,073.30	1%
Total Expense	46,659,035.81	100%	45,598,676.81	100%
Beginning Fund Balance	38,721,962.95		35,908,206.69	
Add: Revenues	64,845,444.21		57,691,664.77	
Less: Expenses	(46,659,035.81)		(45,598,676.81)	
Operating Transfers	(5,106,833.00)		(5,942,906.00)	
Ending Fund Balance	51,801,538.35		42,058,288.65	

Percentages Rounded

Operations & Maintenance Fund
Balance Sheet
As of December 31, 2022

ASSETS

CASH	
Cash In Bank	16,855,354.98
Illinois Funds	0.00
Petty Cash	0.00
Change Funds	0.00
INVESTMENTS	
Repurchase Agreements	0.00
Treasury Bills	0.00
Certificates of Deposit	0.00
RECEIVABLES	
Taxes Receivables - Current Levy	8,707,773.22
Governmental Claims Receivable	0.00
Vendor Receivables	15,842.05
Traffic System Tuition Receivable	0.00
Other Receivables	0.00
ACCRUED REVENUE	
Accrued Interest	0.00
Other Accrued Revenue	0.00
INTER-FUND RECEIVABLE	
Receivable From Education Fund	16,433.00
Receivable From O.B.M. Fund	1,702,269.28
Receivable From Bond/Int Fund	0.00
Receivable From Auxiliary Fund	0.00
Receivable From Restricted Purpose Fund	1,044,388.16
Receivable From Working Cash	0.00
Receivable From Other Funds	117,823.38
Deferred Expenses	
Deferred Expenses	204,422.50
TOTAL ASSETS	30,279,040.30

LIABILITIES AND FUND BALANCE

LIABILITIES	
CURRENT OBLIGATIONS PAYABLE	
Current Obligations Payable	0.00
ACCOUNTS PAYABLE	
Accounts Payable	168,444.17
ACCRUED EXPENSES	
Accrued Expense	0.00
INTER-FUND PAYABLE	
Payable to Education Fund	579,056.85
Payable to O. B. M. Funds	12,775,239.37
Payable to Bond & Interest Fund	0.00
Payable to Auxiliary Fund	72.24
Payable to Restr. Purpose Fund	48,928.53
Payable to Working Cash Fund	0.00
Payable to Other Funds	0.00
DEFERRED REVENUES	
Property Taxes	7,826,646.59
Miscellaneous Deferred Revenues	0.00
OTHER LIABILITIES	
Other Liabilities	0.00
FUND BALANCE	
Fund Balance	8,880,652.55
TOTAL FUND BALANCE	8,880,652.55
TOTAL LIABILITIES & FUND BALANCE	30,279,040.30

RECONCILIATION	
BEGINNING FUND BALANCE	5,137,158.56
ADD: REVENUE	8,411,677.13
LESS:EXPENDITURES	(4,668,183.14)
OPERATING TRANSFERS	0.00
ENDING FUND BALANCE	8,880,652.55

College of Lake County
CLC Comparison Fund 02
Statement of Changes in Fund Balance
Month Ending: December 31, 2022

	Year to Date		Prior Year to Date	
	Actual	Percent	Actual	Percent
INCOME				
Current Taxes	8,403,267.01	99.90%	7,261,548.94	98.38%
Building Rentals	1,225.00	0.01%	102,968.15	1.40%
Other Facility Rentals	0.00	0.00%	12,337.40	0.17%
Miscellaneous Revenue	7,185.12	0.09%	4,031.92	0.05%
Total Income	8,411,677.13	100%	7,380,886.41	100%
EXPENDITURES				
Salaries	2,275,927.41	49%	1,920,779.04	45%
Employee Benefits	698,360.71	15%	680,888.76	16%
Contactual Services	338,098.91	7%	387,515.48	9%
General Material & Supplies	371,384.49	8%	117,681.52	3%
Travel/Conference Meeting Exp	6,335.45	0%	4,062.81	0%
Fixed Charges	231,082.66	5%	182,259.59	4%
Utilities	705,721.98	15%	907,297.69	21%
Capital Outlay	43,179.31	1%	80,684.08	2%
Other Expenditures	(1,907.78)	0%	(13,681.62)	0%
Total Expense	4,668,183.14	100%	4,267,487.35	100%
Beginning Fund Balance	5,137,158.56		5,417,145.32	
Add: Revenues	8,411,677.13		7,380,886.41	
Less: Expenses	(4,668,183.14)		(4,267,487.35)	
Operating Transfers	0.00		(788,938.00)	
Ending Fund Balance	8,880,652.55		7,741,606.38	

5.3.1. APX DIGITAL LAW ENFORCEMENT RADIOS

Lead Staff: Brian Henry, Chief of Police

Funding Source: FY 2022 surplus

Bids	**Amount**
Motorola Solutions, Inc.*	$204,072.00

**Recommended*

Explanation of Purchase: This purchase is for Motorola APX digital law enforcement radios, radio programming and radio accessories (charging docks, remote speakers, docking station, etc.). This radio upgrade will allow direct communications with neighboring Lake County police agencies in critical incidents. APX Radios will broaden the coverage range to the entirety of Lake County.

This cooperative purchase is pursuant to the Illinois Compiled Statutes, 30 ILCS 525/ Governmental Joint Purchasing Act and the College's Procurement Policy 712 and was competitively bid under the State Contract via the Department of Innovation and Technology (DOIT) under contract number DIT7016660.

Recommendation: Approve a purchase with Motorola Solutions, Inc. of Chicago, IL in a not-to-exceed amount of $204,072.00.

5.3.2. FIRE ALARM RADIO MONITORING SERVICE (Ratification)

Lead Staff: Brian Henry, Chief of Police

Funding Source: FY 2023 budget

Bid	Amount
FSS Technologies, LLC*	$32,000.00

**Recommended*

Explanation of Purchase: This agreement is for Lakeshore Campus fire alarm monitoring. Each fire alarm at Lakeshore Campus is connected via a radio control unit which is leased from and monitored by the vendor, then relayed to the Waukegan Fire Department. This radio control unit is necessary for compatibility with Waukegan Fire Department.

Pursuant to 110 ILCS 805/3-27.1 (e) contracts for the maintenance or servicing of, or provision of repair parts for, equipment which are made with the manufacturer or authorized service agent of that equipment where the provision of parts, maintenance, or servicing can best be performed by the manufacturer or authorized service agent; this purchase is exempt from the competitive bidding process.

Recommendation: Ratify a 5-year agreement with FSS Technologies of Arlington Heights, IL from December 15, 2022, through December 31, 2027, in a not-to-exceed total amount of $32,000.00.

5.3.3. NURSING BED SUITE PACKAGES

Lead Staff: Jeet Saini , Dean, Biological and Health Sciences

Funding Source: Pipeline for the Advancement of the Healthcare (PATH) Workforce Grant

Bids	**Amount**
Gumbo Medical, LLC*	$71,400.00
Pocket Nurse Enterprises	$77,518.73
DiaMedical USA Equipment LLC	$83,448.75

**Recommended*

Explanation of Purchase: This purchase is for 21 nursing bed suite packages designed for teaching nursing skills by utilizing instructional equipment similar to equipment available at the community hospitals. This equipment will provide an enhanced student experience, better preparing our graduates for employment in the community.

Recommendation: Approve a purchase with Gumbo Medical, LLC of Las Vegas, NV in a not-to-exceed amount of $71,400.00.

5.3.4. CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE TECHNICAL SUPPORT

Lead Staff: Erin Fowles, Dean, Enrollment Services

Funding Source: FY 2023 budget

Bids	Amount
TargetX.com LLC*	$26,400.00

**Recommended*

Explanation of Purchase: This purchase is to assist with technical administration of the College's student recruitment CRM software utilized by the Enrollment Services division. The annual subscription includes development support for upgrades, configuration requests, webinars and custom training and consultation sessions for the business analyst and end-users.

Pursuant to 110 ILCS 805/3-27.1 (f), purchases and contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services, are exempt from the competitive bidding process.

Recommendation: Approve purchase for a one-year subscription from March 1, 2023, through February 29, 2024, with TargetX.com LLC of Philadelphia, PA in a not-to-exceed amount of $26,400.00.

5.3.5. TEMPORARY EMPLOYMENT SERVICES

Lead Staff: Jean Stephan, Controller, Finance

Funding Source: FY 2023 budget

Bids	**Amount**
Robert Half International Inc.*	$200,000.00

**Recommended*

Explanation of Purchase: This purchase is for temporary professional staffing services to be used by the Business Services and Finance unit to ensure continuity of business operations.

Pursuant to 110 ILCS 805/3-27.1 (a), contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, are exempt from the competitive bidding process.

Recommendation: Approve a purchase with Robert Half International Inc. of Northbrook, IL in a not-to-exceed amount of $200,000.00.

5.3.6. MICROSCOPES

Lead Staff: Jeet Saini, Dean, Biological and Health Sciences

Funding Source: FY 2021 surplus

Bids	Amount
Leica Microsystems Inc.*	$36,000.00

**Recommended*

Explanation of Purchase: This purchase is for microscopes to be used by students in the biology labs at the Grayslake campus. Leica Microsystems Inc. was the single responsible and responsive bidder.

Recommendation: Approve a purchase with Leica Microsystems Inc. of Feasterville, PA in a not-to-exceed amount of $36,000.00.

5.4.1. NEW HIRES

Administration is requesting the authorization to make offers of full-time employment and set the start dates prior to the March 28, 2023 Board meeting. These positions are funded in the FY 2023 budget.

The proposed approvals are as follows:

	Employee Name	Current Job Classification, Position Number, Position Title, Department	Proposed Job Classification, Position Number, Position Title, Department	Current Job Grade, Salary, FLSA	Proposed Job Grade, Salary, FLSA	Effective Date	Contract Dates
1	Vacant	N/A	Administrator Position Number: 0013 Dean, Adult Education and ESL	N/A	D72 Exempt	TBD	TBD
2	Vacant	N/A	Administrator Position Number: 1020 Associate Dean, Biological and Health Sciences Division	N/A	D61 Exempt	TBD	TBD
Recommendation: Approve the authorization to make offers of full-time employment for the above positions, subject to Board approval of employment contracts at the March 28, 2023 Board meeting.							

5.4.2. PROBATIONARY PERIOD COMPLETION

The following employees have successfully completed the appropriate probationary period and are recommended for continued employment in the following Board-appointed positions, in accordance with Board Policy 611 – Employment Practices and Procedures – Specialists.

	Employee Name	Current Job Classification, Position Number, Position Title, Department	Proposed Job Classification, Position Number, Position Title, Department	Current Job Grade, Salary, FLSA	Proposed Job Grade Salary, FLSA	Effective Date	Contract Dates
1	Norman, Marcus	Specialist Position Number: 1189 Senior Graphic Designer, Public Relations and Marketing	N/A	B32 $54,600/ Annual Exempt	N/A	Date of Probationary Completion: 1/14/2023	1/14/2023 - 6/30/2023
2	Gonzalez, Cristian	Specialist Position Number: 0144 Volunteer Coordinator*, Judicial Services	N/A	B31 $45,000/ Annual Exempt	N/A	Date of Probationary Completion: 1/14/2023	1/14/2023 - 6/30/2023
3	Gonzalez, Jessica	Specialist Position Number: 1031 Financial Aid Specialist, Financial Aid	N/A	B32 $22.83/Hour Non-exempt	N/A	Date of Probationary Completion: 1/14/2023	1/14/2023 - 6/30/2023
4	Clark, Graham	Specialist Position Number: 1850 Laboratory Specialist, Industrial Technology	N/A	B22 $19.53/Hour Non-exempt	N/A	Date of Probationary Completion: 1/28/2023	1/28/2023 - 6/30/2023

*Grant/externally funded position.

5.4.2. PROBATIONARY PERIOD COMPLETION (CONTINUED)

	Employee Name	Current Job Classification, Position Number, Position Title, Department	Proposed Job Classification, Position Number, Position Title, Department	Current Job Grade, Salary, FLSA	Proposed Job Grade Salary, FLSA	Effective Date	Contract Dates
5	Pozo-Pacheco, Jorge	Specialist Position Number: 1336 Academic Success Advisor, Advising and Retention	N/A	B32 $49,388/ Annual Exempt	N/A	Date of Probationary Completion: 1/28/2023	1/28/2023 - 6/30/2023
6	Sawicki, Matthew	Specialist Position Number: 1181 Military-Affiliated Student Outreach and Programs Coordinator, Student Activities and Inclusion	N/A	B24 $46,300/ Annual Exempt	N/A	Date of Probationary Completion: 1/28/2023	1/28/2023 - 6/30/2023

Recommendation: Approve the above full-time employment.

5.4.2. PROBATIONARY PERIOD COMPLETION (CONTINUED)

The following employees have successfully completed the appropriate probationary period and are recommended for continued employment in the following Board-appointed positions, in accordance with Board Policy 502 – Employment Practices and Procedures – Classified.

	Employee Name	Current Job Classification, Position Number, Position Title, Department	Proposed Job Classification, Position Number, Position Title, Department	Current Job Grade, Salary, FLSA	Proposed Job Grade Salary, FLSA	Effective Date	Contract Dates
1	West, Jenny	Classified Position Number: 0171 Assistant to the Vice President, Educational Affairs	N/A	B25 $22.83/Hour Non-exempt	N/A	Date of Probationary Completion: 1/14/2023	N/A
2	Bartley, Beverly	Classified Position Number: 0287 Office Associate, Nursing	N/A	B21 $15.17/Hour Non-exempt	N/A	Date of Probationary Completion: 1/2/2023	N/A
3	Castillo, Jennifer	Classified Position Number: 0993 Office Assistant, Dental Hygiene	N/A	A11 $18.59/Hour Non-exempt	N/A	Date of Probationary Completion: 1/28/2023	N/A
4	Steele, Margaret	Classified Position Number: 1720 Academic Operations Associate, Engineering, Mathematics and Physical Sciences Division	N/A	B21 $15.17/Hour Non-exempt	N/A	Date of Probationary Completion: 1/28/2023	N/A

5.4.2. PROBATIONARY PERIOD COMPLETION (CONTINUED)

	Employee Name	Current Job Classification, Position Number, Position Title, Department	Proposed Job Classification, Position Number, Position Title, Department	Current Job Grade, Salary, FLSA	Proposed Job Grade Salary, FLSA	Effective Date	Contract Dates
5	Ringor, Marco	Specialist Position Number: 1142 Senior Office Assistant, Student Affairs	N/A	A12 $13.50/Hour Non-exempt	N/A	Date of Probationary Completion: 1/22/2023	N/A

Recommendation: Approve the above full-time employment.

5.4.2. PROBATIONARY PERIOD COMPLETION (CONTINUED)

The following employee has successfully completed the appropriate probationary period and is being recommended for continued employment in the following Board-appointed position, in accordance with the collective bargaining agreement between the Board and the Illinois Fraternal Order of Police Labor Council.

	Employee Name	Current Job Classification, Position Number, Position Title, Department	Proposed Job Classification, Position Number, Position Title, Department	Current Job Grade, Salary, FLSA	Proposed Job Grade Salary, FLSA	Effective Date	Contract Dates
1	Mahmood, Abdullah	Classified - Union Position Number: 0997 Community Service Officer, Police Department	N/A	$18.25/Hour Non-exempt	N/A	Date of Probationary Completion: 1/28/2023	N/A

Recommendation: Approve the above full-time employment.

5.4.3. PROMOTIONS

The following employee applied for and has been selected for a promotion in the Board-approved position noted below.

	Employee Name	Current Job Classification, Position Number, Position Title, Department	Proposed Job Classification, Position Number, Position Title, Department	Current Job Grade, Salary, FLSA	Proposed Job Grade, Salary, FLSA	Effective Date	Contract Dates
1	Brown, Angela	Specialist Position Number: 1129 Enrollment Services Specialist*, Adult Education Testing	Specialist Position Number: 0782 Academic and Data Operations Supervisor*, Adult Education Operations	B23 $19.55/ Hour Non-exempt	B32 $52,900/ Annual Exempt	3/6/2023	3/6/2023 - 6/30/2023
Recommendation: Approve the above action.							

*Grant/externally funded position.

5.4.4. TRANSFERS

The following employee applied for and has been selected for a transfer to the Board-approved position noted below.

	Employee Name	Current Job Classification, Position Number, Position Title, Department	Proposed Job Classification, Position Number, Position Title, Department	Current Job Grade, Salary, FLSA	Proposed Job Grade, Salary, FLSA	Effective Date	Contract Dates
1	Najarro, Sylvia	Specialist Position Number: 0296 Business Analyst, Finance Department	Specialist Position Number: 1315 Business Analyst, Student Records	C43 $101,461/ Annual Exempt	C43 $101,461/ Annual Exempt	3/13/2023	3/13/2023 - 6/30/2023
Recommendation: Approve the above action.							

5.4.5. EMPLOYMENT STATUS OF FACULTY FOR 2023-2024

The following individuals are recommended as probationary faculty for the 2023-2024 Academic Year:

Division	Faculty
Adult Education	Micek, Alyssa (3rd Year)
Biological and Health Sciences	Herzog, Kalyn (3rd Year) Kahveci, Ajda (2nd Year) Pittman, Deidra (2nd Year) Swanson, Katherine (3rd Year) Zahina-Ramos, John (3rd Year)
Business and Social Sciences	Duran, Marcela (2nd Year) Hodges, Terence (3rd Year) Hooper, David (3rd Year) Ramirez, Abel (3rd Year) Meyer, Kathryn (2nd Year) Smith, Scott (3rd Year) Wu, Maggie (3rd Year)
Communication Arts, Humanities and Fine Arts	Rodgers, Jason (2nd Year)
Engineering, Math and Physical Sciences	Burde, Jared (3rd Year) Burgos, Doug (3rd Year) Kurschner, Michael (2nd Year) Shireman, Herschell (3rd Year) Wooten, Dave (2nd Year)
Student Academic Support	Anderson, Diane (3rd Year) Benson, Perry (2nd Year)
Recommendation: Approve the individuals named above be retained as probationary faculty for the 2023-2024 Academic Year.	

5.5.1. ACCEPTANCE OF THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY SMALL BUSINESS DEVELOPMENT CENTER / INTERNATIONAL TRADE CENTER GRANT

Grantor: Illinois Department of Commerce and Economic Opportunity

Amount: $185,000.00

Type: Competitive

Lead Staff: Eric Kurtz, Executive Director, Workforce and Professional Development

Purpose: Grant monies will provide for the continuation of the college's Small Business Development Center (SBDC) and International Trade Center (ITC). The SBDC assists existing businesses and aspiring entrepreneurs in areas such as developing a business plan, securing bank loans, overcoming common business start-up problems, and providing referrals to other service agencies. The grant also includes the functions of an ITC, including businesses new to export and new to market, to grow their international market scope.

Recommendation: Approve the acceptance of the Small Business Development Center/International Trade Center grant in the amount of $185,000 from the Illinois Department of Commerce and Economic Opportunity.

7. NEW BUSINESS

7.1. NON-CREDIT REGISTRATION SYSTEM

Lead Staff: Eric Kurtz, Executive Director, Workforce & Professional Development Institute

Funding Source: FY 2023 budget

Bid	**Amount**
Modern Campus, Inc. *	$310,000.00

**Recommended*

Explanation of Purchase: This agreement is for a renewal of the noncredit registration system that allows students to enroll in noncredit courses and supports employee registration in internally delivered professional development courses. The solution allows for a simplified enrollment process in personal enrichment and professional development courses.

Pursuant to 110 ILCS 805/3-27.1 (f), purchases and contracts for the use, purchase, delivery, movement or installation of data processing equipment, software or services and telecommunications and inter-connect equipment, software, and services, are exempt from the competitive bidding process.

Recommendation: Approve an agreement with Modern Campus, Inc. of Toronto, Canada from April 1, 2023, through March 31, 2028, in a not-to-exceed total amount of $310,000.00.

AGENDA ITEM 7.2. AUTHORIZATION TO MODIFY LEASE OF COLLEGE FACILITIES TO LAKE COUNTY

Lead Staff: Lori Suddick, President

College of Lake County and the Workforce Development Board are engaged in dialogue envisioning the next evolution of the long-standing strategic partnership between the organizations to meet workforce talent pipeline needs of Lake County by providing training, support services, resources, and equitable access to educational pathways.

Opportunities to further integrate the organizations, beginning specifically with the Job Center functions currently housed at 1 N. Genesee Street on the Lakeshore Campus exists, with the aim to create a more synergistic mutually beneficial partnership providing seamless service to our shared customers versus the existing model of landlord/tenant practices in facilities use.

The proposed modification to the existing lease with Lake County and the Workforce Development Board's Job Center supports capacity-building through reallocation of limited grant resources to serve individuals of greatest need in Lake County. This modification to facilities and parking costs achieves mutually beneficial outcomes for the College of Lake County in its strategic focus on community and workforce partnerships, building skilled workforce talent pipelines and increasing access to educational pathways. Lake County benefits from this strategic partnership by ensuring individuals are provided equitable and sufficient access to job training, resources, and support services. Lake County communities benefit through the economic and social mobility of the individuals served by the College of Lake County and the Job Center as they achieve rewarding careers with family-sustaining wages, as well as business retention and economic growth.

The proposed modification represents changes to lease costs by eliminating the annual escalation and maintaining a flat rate equivalent to the amount paid in FY2022 and eliminating parking costs for the remainder of the lease agreement. Additionally, the number of parking spaces will be reduced to accommodate a more accurate representation of daily use as the Job Center increases its community outreach through various locations and remote work options for its staff.

Recommendation: Authorize the modifications to the existing lease with Lake County for facilities and parking use as outlined in the Addendum from July 1, 2022, through June 30, 2024.

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN COMMUNITY COLLEGE DISTRICT No. 532 AND LAKE COUNTY

THIS ADDENDUM is entered into this 28 day of February, 2023 between Community College District No. 532 (the "College") and Lake County (the "County").

WHEREAS, the College and the County previously entered into a Real Estate Lease Agreement for the Premises located at 1 N. Genesee Street, Waukegan, Illinois, dated May 27, 2004 (the "Lease Agreement") attached hereto as Exhibit A; and

WHEREAS, the terms of the Lease Agreement were subsequently modified by mutual agreement of the Parties through a Memorandum of Understanding dated May 21, 2019 (the "MOU") attached hereto as Exhibit B; and

WHEREAS, the College and the County now desire to further modify the terms of the MOU through this Addendum.

NOW, THEREFORE, in consideration of the mutual conditions, terms, and covenants hereinafter set forth, it is hereby agreed by and between the Parties as follows:

1. Section II. (Payment of Rent) of the MOU is modified to reflect that as of July 1, 2022, the monthly payment of rent from the County to the College shall be fixed at $15,108.44 through the remainder of the Term of the MOU.

2. Section II. (Payment of Rent) of the MOU is further modified to reflect that as of July 1, 2022, the requirement for a monthly payment for the County's use of parking at 30 North Sheridan Road is deleted. The number of parking spaces that the County shall be entitled to use is also reduced from 33 to 25 for the remainder of the Term of the MOU.

3. Aside from the foregoing modifications, all terms and conditions of the original Lease Agreement and MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the College and the County have caused this Agreement to be executed by the proper officers on the date first written above.

COMMUNITY COLLEGE DISTRICT No. 532	LAKE COUNTY
By: _____	By: _____
Its: _____	Its: _____

MEMORANDUM OF UNDERSTANDING

1 NORTH GENESEE STREET, 1ST FLOOR AND 30 NORTH SHERIDAN ROAD, PARKING STRUCTURE

This Memorandum of Understanding ("Memorandum") is made this 21st day of May, 2019, to the Real Estate Lease Agreement ("Lease Agreement") between Community College District No. 532, College of Lake County ("Lessor"), and Lake County ("Lessee"), for the premises located at 1 North Genesee Street, First Floor, consisting of 9,665 square feet, and 30 North Sheridan, consisting of 33 parking spaces in parking structure in the City of Waukegan ("Premises").

INTENT OF THE PARTIES

It is the intent of the parties that this Memorandum document the Lessee's extension of the Lease Agreement and any modifications thereto.

I. Extension of Agreement

The Lessor and Lessee hereby agree to extend the Lease Agreement for an additional five year term, beginning July 1, 2019 and expiring June 30, 2024.

II. Payment of Rent

The parties agree that rent for 1 North Genesee – 1st Floor the period from July 1, 2019 to June 30, 2020 will be $14,144.09 per month and $2,310 per month for 30 North Sheridan Road – 33 parking spaces in parking structure. Additionally, Paragraph 14 of the Lease Agreement is hereby modified to provide that the monthly rental for the period from July 1, 20120 to June 30, 2024 shall be computed and adjusted from the preceding year to be increased by the greater of two percent (2%) or a percentage reflecting the change from the preceding twelve month period as measured by the U.S. Department of Labor Consumer Price Index (All Urban Consumers for Chicago MSA, not seasonally adjusted). Rent shall be subject to adjustment using the same formula at the beginning of each of the four remaining lease years.

III. Termination

Paragraph 12 of the Lease Agreement is amended to provide that Lessee has the right during this Lease Extension to terminate the Lease by giving 90 days' written notice of its intent to terminate. The remaining portions of Paragraph 12 remain in full force and effect. In addition, Lessor is granted the right to terminate the Lease Agreement by giving 180 days written notice to Lessee of Lessor's intention to terminate.

IV. Miscellaneous

All other provisions of the Lease Agreement not enumerated in this Memorandum shall remain in full force and effect and are specifically incorporated herein as binding upon the parties to the Lease Agreement. In the event of a conflict between the provisions of this Memorandum and any provision of the Lease Agreement, the provisions of this Memorandum shall control.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum to be duly executed.

Community College District No. 532
College of Lake County (Lessor)

By: _____

Name: Kenneth C. Gotsch

Title: Vice President for Administrative Affairs

Date: 5/28/2014

Lake County
(Lessee)

By: _____

Name: Sandra Hart

Title: Chair

Date: 6/12/18

REAL ESTATE LEASE AGREEMENT

1.	**AGREEMENT:**	The parties mutually agree to lease the described premises on the following terms and conditions:
2.	**LESSEE:**	Lake County
3.	**USING AGENCY (Main Office):**	Lake County Address: 18 N. County Street, Waukegan, IL 60085 Telephone No.: (847) 377-2985 Fax No.: (847) 360-6592
4.	**LESSOR:**	Community College District No. 532 College of Lake County Acting through its Board of Trustees 19351 W. Washington Grayslake, Illinois 60030 Telephone No.: (847) 543-2631 Fax No.: (847) 223-1639
5.	**LESSOR'S AGENT:**	James Rock Title: Vice President, Adm. Affairs 19351 W. Washington Grayslake, Illinois 60030 Telephone No.: (847) 543-2631 Fax No.: (847) 223-1639
6.	**THE LEASED PREMISES LOCATED AT:**	1 N. Genesee Street in the City of Waukegan, County of Lake, State of Illinois.
7.	**LOCATION IN BUILDING:**	First Floor, as illustrated in Exhibit 2.
8.	**RENTABLE SQUARE FEET:**	9665 square feet
9.	**PERCENTAGE (%) OF NET BUILDING RENTABLE AREA:**	29.3% (9665 square feet divided by 32,976 square feet)
10.	**TERM:**	The term of the Lease will be for 60 months from July 1, 2004 to June 30, 2009. Should Lessee not take occupancy on the beginning day of the term due to Lessor's fault or the

unavailability of the Leased Premises, then the beginning and ending dates of this term shall be adjusted to reflect Lessee's actual date of occupancy. In the event the term of this Lease shall be modified by mutual agreement of the parties, the adjusted term may be memorialized in a separate short form letter agreement binding upon the parties if signed by a duly authorized representative of each party and subsequently attached hereto.

11. **RENEWAL OPTION:** The Lessee has the right to renew the Lease for the portion of the building hereby demised for one successive Five year (5) rental term upon the same terms and conditions; provided, Lessee gives 120 days notice to Lessor of its intention to exercise such option.

12. **TERMINATION:** During the renewal option term of the lease, Lessee has the option to terminate this Lease by giving 90 days written notice to Lessor of Lessee's intention to terminate. Additionally, funding to pay for this lease comes from State and County appropriations. In the event that both State and County funding is cancelled, Lessee shall have the right to cancel and terminate this Lease without penalty or termination fee upon sixty (60) days written notice to Lessor and Lessee shall pay all amounts due and owing through the effective date of termination.

13. **IMPROVEMENTS:** The parties agree that the Scope Drawings and Specifications contained in the attached Exhibit 1 shall be the full scope and definition of Work required to be made by the Lessor at its sole cost and expense under the terms of this Lease. Work is to be completed by June 1, 2004. Time is of the essence. Lessee shall have the right to review and approve all design construction, in relation to the completion of Work defined by Exhibit 1. The Construction Documents (design, drawings, and specifications) necessary for the Lessor to obtain all applicable building permits and occupancy certifications as determined by the City of Waukegan and as prepared by the Lessor pursuant to the Architecture Practice Act of 1989 [225 ILCS 305] for the Work defined by Exhibit 1, shall become a portion of Exhibit 1 by reference upon approval of designs and sealed Construction Documents by all parties. Lessee shall have the right to move into the premises in advance of the July 1, 2004 date so that operations may begin effective on that date.

14. **PAYMENT OF RENT:** Payment of rent shall be as follows: Year 1. $15 per Rentable Square Foot. During Years 2-5 and all renewal years, the rent will be adjusted annually at the beginning of each lease year by a percentage reflecting the change from the preceding twelve month period as measured by the U.S Department of Labor Consumer Price Index (All Urban Consumers for Chicago MSA, not seasonally adjusted). The total annual rent for the Premises will be divided into twelve equal installments, and the monthly rent will be due and payable at the offices of the Lessor's Agent on the first of each month. At the commencement of the lease, beginning on July 1, 2004, the monthly rental will be Twelve Thousand Eighty One Dollars and Twenty Five cents ($12,081.25) and, subject to the escalation provision described herein, shall continue thereafter to be payable in advance upon the first day of every calendar month during the term of the lease as aforesaid.

15. **PARKING:** Lessee is responsible for securing any parking arrangements required for its use and occupancy.

16. **UTILITIES AND CUSTODIAL SERVICES:** Lessee shall be responsible for electrical service costs for the demised premises and Lessor will provide for separate metering thereof. In addition to the payment of rent as described in paragraph 14, above, Lessee is responsible for its proportionate share of all common area utility expenses, including: i) electrical, water and sewer utilities; ii) those related to the supply of heating and air conditioning; and (iii) expenses for the maintenance of fire extinguishers. Lessee is responsible for janitorial and custodial services, including replacement of lighting bulbs and fluorescent tubes, and waste removal for the demised premises. Lessee is responsible for cleaning the common areas of their floor, including the stairwells and the elevator. Lessor is responsible for the maintenance of roofing, windows, elevators and all exterior surfaces, including snow removal and landscaping, as required. On a monthly basis, Lessor will issue a billing to Lessee for its allocable share of common area expenses.

17. **CARE AND MAINTENANCE:** Lessee accepts the demised premises as presently constituted except for non compliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of improvements required to be made by Lessor, if any, in strict conformity with the provisions of Article 13 herein.

Lessee shall provide and pay all costs related to the routine upkeep and maintenance of the demised premises after occupancy (normal wear and tear). Lessor is responsible for the repair and maintenance of all electrical, structural, and mechanical systems in, to and for the Premises.

18. **REAL ESTATE TAXES:** The Premises presently are exempt from general real estate taxes by reason of the exemption accorded public community college districts under Section 35 ILCS 200/15-135, Illinois Compiled Statutes. In the event that any real estate taxes or leasehold taxes become due as a result of Lessee's or a sub-Lessee's occupancy of the Premises, whether charged to Lessor or Lessee, and whether received during or after the term of the Lease, then Lessee agrees to pay said real estate taxes promptly when due. Lessee further agrees to indemnify and hold Lessor harmless from any real estate or leasehold tax lawfully imposed with respect to the Premises by reason of the use of or activities conducted from the Premises by Lessee or any sub-Lessee of Lessee.

19. **ALCOHOL:** In no event shall Lessee permit the sale, gift, or other distribution of alcoholic beverages in or from the Premises without the prior written consent of Lessor. Lessee is responsible for obtaining any necessary licenses, permits, or insurance in addition to prior written consent of the Lessor.

20. **HOLDOVER:** If, after the expiration of any Lease Term, the Lessee retains possession of the premises but fails to exercise its Renewal Option, the Lease shall continue in full force and effect on the same terms and conditions except the Lease shall be on a month to month basis until terminated.

21. **ACCESSIBILITY:** Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered, improved, or newly constructed to conform to the applicable technical standard described in the Code. Lessor further acknowledges sole responsibility for the obligations of an owner under the Americans with Disabilities Act of 1990 and all relevant regulations promulgated thereunder.

22. **ENVIRONMENTAL ASSESSMENT:** Lessor acknowledges that compliance with the National Emission Standard for Hazardous Air Pollutants

promulgated by the United States Environmental Protection Agency pursuant to Section 112 of the Clean Air Act is a continuing obligation of the Lessor requiring any demolition or renovation activity completed to comply with the standards set forth in 40 CFR 61.145.

23. **PREVAILING WAGE:** To the extent required by law, tenant improvement work completed on behalf or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

24. **QUIET ENJOYMENT:** Lessor covenants that the Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term here mentioned, without interruption by Lessor. Notwithstanding Lessee's exclusive use and control of the leased portion of the Building, Lessor and agents, employees and independent contractors designated by Lessor, shall have the right to enter in or upon the leased area of the Building, at any reasonable time after notice to Lessee during the term hereof for the purpose of inspecting the same or for the performance of repairs or alterations which Lessor deems necessary for the safety, preservation or improvement of the Premises, other spaces or the building; provided, however, that in entering upon the leased portion of the Building for such purposes Lessor shall not unreasonably interfere with Lessee's use of the leased portion of the Building.

25. **OCCUPANCY AND SURRENDER:** Lessee will be entitled to occupancy on the date of the Architect's issuance of a Certificate of Substantial Completion of the Improvements described in the Scope Drawings and Specifications. Lessee is entitled to surrender the demised premises in whole or in part at any time during the original term or any renewal period. In that event, Lessee agrees to relocate its activities within the remainder of the demised premises as Lessor deems, necessary so as to permit efficient reuse of the surrendered premises by successor tenants.

26. **SUBLEASING:** In the event Lessee desires to sublease all or any part of the demised Premises, Lessee agrees to advise Lessor and to provide information concerning the prospective Subtenant sufficient to permit evaluation of the proposed Subtenant's responsibility and market plan. If prospective tenant is a "for profit" entity unrelated to Lessee, Lessor reserves the right to negotiate a rental fee sharing agreement to defray

common area expenses. Lessor's right to approve prospective subtenants proposed by Lessee will not be unreasonably withheld. In the event any real estate taxes are assessed against the real estate (or any part thereof) due to usage by any of the tenants, Lessee shall be responsible for the payment thereof and any interest and/or penalties thereon.

27. **TENANT'S IMPROVEMENTS:** Following completion of initial build-out, in accordance with Exhibit 1, Lessee shall be allowed, at its sole expense, to make additional, non-structural modifications to the demised premises in accordance with local codes. Should Lessee require improvements, fixtures or modifications which will require structural changes, Lessee shall obtain approval thereof from Lessor before any work is commenced. Lessor agrees to cooperate with Lessee concerning all modifications and will not unreasonably withhold approval. Failure of Lessee to obtain approval, as required, shall subject Lessee to liability for all damages to the Leased Premises.

28. **UNTENANTABILITY:** If the premises become untenantable because of casualty or Lessor's act or neglect, Lessee may declare the Lease terminated and may vacate if the problem is not cured by the Lessor within thirty (30) days. Lessee may choose to remain in possession after terminating the Lease, until suitable substitute premises are available. Lessee will be entitled to a return of rental paid beginning from the date it becomes untenantable.

29. **INSURANCE:** Lessor and Lessee agree to protect, indemnify and save each other and the officers, directors and employees of each other harmless from and against all liabilities, damages and expenses arising from injury to persons or damage to property on, in or about the Premises, which is due to the gross negligence or the willful and wanton acts of the other or the other's employees, officers and directors. Lessor is solely responsible for maintaining fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover Lessee's equipment, Lessee's employees or office furnishings. Upon request, Lessee shall provide a copy of any Lessee insurance policies or evidence of self-insurance to cover its risk.

30. **SMOKE FREE ENVIRONMENT:** Lessor and Lessee agree that the building, including all tenant spaces and common areas, will be kept tobacco free and that no smoking will be permitted within the building or on Lessor's property.

31. **BREACH:** Failure of the Lessor to comply with this Lease, including but not limited to the failure to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of this Lease. Lessee shall have the option of curing the breach by having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminating the Lease. If the Lease is terminated, Lessee may remain in possession, until suitable substitute premises are available.

32. **BINDING COVENANTS:** All covenants and representations made in this Lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this Lease may be modified or additional requirements established without the express written approval of the Lessor and Lessee.

33. **EXAMINATION OF RECORDS:** Lessor agrees to allow Lessee to examine all records pertaining to this Lease, to verify compliance with this Lease and costs associated with this Lease.

34. **NOTICES:** Notices to the Lessor must be mailed to the address shown on, page one of this Lease. All notices will be effective upon posting in the U. S. Mail.

35. **OWNERSHIP:** Lessor covenants and warrants that record title to the demised premises is held by the Lessor and that Lessor has lawful authority and the requisite site control to enter into this lease agreement.

36. **CHANGE OF OWNERSHIP OR BENEFICIAL INTEREST:** The Lessee must be notified in writing by Lessor of any change in ownership within thirty (30) days of the event. It is understood and agreed by the parties that any subsequent assigns, transferees, and other successors in interest to the Lessor shall be specifically subject to the provisions and requirements of this Lease.

37. **GOVERNING LAW AND JURISDICTION:** Illinois law shall be used in interpreting this Lease and in determining the rights of the parties under its terms and conditions. Jurisdiction shall be in the 19th Judicial Circuit as to any legal action or proceeding for litigation of rights or claims concerning the Lease.

38. **NON DISCRIMINATION:** Lessor or Lessee, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act of 1990, and rules applicable to each. The Department of Human Rights Equal Employment Opportunity clause is incorporated by reference.

39. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee; officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

40. **TIME IS OF THE ESSENCE:** Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof.

'1. **ESTOPPEL CERTIFICATE:** Lessee shall upon written request from Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default.

42 **SIGNAGE:** No sign, picture, advertisement or notice shall be displayed, inscribed or affixed to any part of the building or on or about the Premises hereby demised, except with the Lessor's prior written approval, which will not be unreasonably withheld. Upon vacating the Premises, Lessee will remove and immediately repair surfaces where signage was affixed.

43. **EXHIBITS:** The following Exhibits attached hereto and incorporated by reference herein are made a part of this Lease (if applicable):

1. Scope Drawings, Construction Documents and Specifications
2. Plan Depicting Leased Premises

44. **AUTHORITY TO EXECUTE:** Parties signing this Lease on behalf of the Lessor certify that they have authority to execute the Lease and to commit to all described covenants.

LESSOR

By James D. Lode **Date** 5-27-04

Title Secretary/Treasurer, Board of Trustees College of Lake County, District 532

Attest Cindi L. Cretan

LESSEE

By Suzy Schmidt **Date** 5-13-04

Title Lake County Board Chairman

Attest Willard R Helander

7. NEW BUSINESS

7.3. FISCAL YEAR 2024 TUITION AND COMPREHENSIVE FEES

In follow-up to the discussion at the Financial Planning Committee of the Whole meeting on February 21, 2023, the proposed $8.96 per credit hour in-district tuition increase and the proposed comprehensive fee at $23.54 per credit hour for a total tuition and fee increase of 7% is represented in the table below.

Additionally, per the Illinois Community College Board (ICCB), out-of-district tuition is a minimum of 1.5 times the highest in-district tuition rate of any neighboring contiguous districts and out-of-state tuition is set at a minimum of 1.67 times the in-district tuition rate. The College's FY2024 out-of-district and out-of-state tuition meets these guidelines.

In-District Tuition and Fees

Item	FY 2023	Proposed FY 2024
In-District Tuition	**$128.00**	**$136.96**
Comprehensive Fees		
Technology	$5.00	$5.55
Instructional Equipment	$2.00	$2.00
James Lumber Center	$0.50	$0.50
Student Senate	$3.65	$3.65
Student Activity	$2.00	$2.55
Master Plan	$3.00	$3.00
Parking Lot/Site Improvement	$2.95	$3.39
CLC Student Success	$2.50	$2.50
Operating	$0.40	$0.40
Total Comprehensive Fees	**$22.00**	**$23.54**
Total Tuition and Fees	**$150.00**	**$160.50**

Out-of-District Tuition

Item	FY 2023	Proposed FY 2024
Out-of-District Tuition	**$329.50**	**$352.57**

Out-of-State Tuition

Item	FY 2023	Proposed FY 2024
Out-of-State Tuition	**$446.50**	**$477.76**

Recommendation: Approve in-district credit hour tuition rate and fee rate of $160.50, out-of-district credit hour tuition rate of $352.57, and out-of-state credit hour tuition rate of $477.76 for FY 2024.

7. NEW BUSINESS

7.3. FISCAL YEAR 2024 TUITION AND COMPREHENSIVE FEES

In follow-up to the discussion at the Financial Planning Committee of the Whole meeting on February 21, 2023, the proposed $8.96 per credit hour in-district tuition increase and the proposed comprehensive fee at $23.54 per credit hour for a total tuition and fee increase of 7% is represented in the table below.

Additionally, per the Illinois Community College Board (ICCB), out-of-district tuition is a minimum of 1.5 times the highest in-district tuition rate of any neighboring contiguous districts and out-of-state tuition is set at a minimum of 1.67 times the in-district tuition rate. The College's FY2024 out-of-district and out-of-state tuition meets these guidelines.

In-District Tuition and Fees

Item	FY 2023	Proposed FY 2024
In-District Tuition	**$128.00**	**$136.96**
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Master Plan	$3.00	$3.00
Parking Lot/Site Improvement	$2.95	$3.39
CLC Student Success	$2.50	$2.50
Operating	$0.40	$0.40
Total Comprehensive Fees	**$22.00**	**$23.54**
Total Tuition and Fees	**$150.00**	**$160.50**

Out-of-District Tuition

Item	FY 2023	Proposed FY 2024
Out-of-District Tuition	**$329.50**	**$352.57**

Out-of-State Tuition

Item	FY 2023	Proposed FY 2024
Out-of-State Tuition	**$446.50**	**$477.76**

Recommendation: Approve in-district credit hour tuition rate and fee rate of $160.50, out-of-district credit hour tuition rate of $352.57, and out-of-state credit hour tuition rate of $477.76 for FY 2024.

7.5. SABBATICAL LEAVES OF ABSENCE

In accordance with Article 45, Sabbatical Leaves, of the collective bargaining agreement between the Board of Trustees and the College of Lake County Federation of Teachers, Local No. 2394 AFT, sabbatical leaves may be granted for the purpose of improving the quality of services provided to the constituents of the College of Lake County. Sabbatical activities may include projects that support the College's mission and strategic priorities resulting in the development of tangible materials, informal or formal advanced study to improve or expand competence in a designated area of need, internships, teaching abroad, or research in subject matter area.

The Sabbatical Leave Committee reviewed submitted proposals by faculty meeting the eligibility requirements within the criteria defined in Article 45 and submit the following recommendation for FY 2024:

	Name	Title	Duration of Leave	Summary
1	Cartwright, Kelly	Instructor, Biology	One full academic semester (Fall) on full salary for the semester.	**Purpose:** To research equity and land issues to revise curriculum to include an equity focus. Professor Cartwright's research will include a review of literature sources and conducting semi-structured interviews as well as obtaining a certification in Nature/Forest Therapy.
2	Chessman, Nolan	Instructor, English	One full academic semester (Fall) on full salary for the semester.	**Purpose:** To conduct research and fieldwork to design service learning opportunities for first-year composition students. Professor Chessman's research will include the development of a comprehensive annotated bibliography of theoretical and practical research regarding service learning in first-year composition courses, building relationships with community organizations in need of student volunteers, and developing curricula that engage first-year composition students with community partners.
3	Krishnamurthy, Venkat	Instructor, Business Administration	One full academic year of two semesters teaching at one-half load but at the full contract salary.	**Purpose:** To develop a multi-year International Business curriculum designed around a 3-credit global business course customized to eight countries. Professor Krishnamurthy will travel to each country (at no cost to CLC) to establish relationships, develop trip logistics and preview sites to be visited by students. In collaboration with the Department of Global Engagement, deliverables will include a multi-year delivery plan, course outlines and syllabi, and MOUs with international institutions.

7.5. SABBATICAL LEAVES OF ABSENCE (CONTINUED)

	Name	Title	Duration of Leave	Summary
4	Rich, Craig	Instructor, Theater	One full academic semester (Fall) on full salary for the semester.	**Purpose:** To develop knowledge and competency in LGBTQ+ Theater and develop a new General Education course that will fulfill the International/Multicultural (I/M) course requirement for transfer degrees. Professor Rich will research Theater courses offered in Illinois and develop the I/M course as well as a workshop for faculty offered through the Teaching, Learning, and Educational Technology Center.

Recommendation: Approve the sabbatical leaves of absence for faculty members as indicated above.

7.6. APPROVAL OF 2022-2025 AGREEMENT WITH THE COLLEGE OF LAKE COUNTY FEDERATION OF TEACHERS, LOCAL NO.2394 AFT

The Board of Trustees' negotiating team and the College of Lake County Federation of Teachers, Local No. 2394 AFT reached a tentative agreement on January 27, 2023. The tentative agreement terms were ratified by the bargaining unit membership on February 14, 2023.

The successor agreement is for a three-year period effective from 2022-2023 through 2024-2025.

Recommendation: Approve the proposed 2022-2025 collective bargaining agreement between the Board of Trustees and the faculty union (that is the College of Lake County Federation of Teachers, Local No. 2394 AFT) and authorize the execution of the Agreement.