



JOHN A. LOGAN COLLEGE

Board of Trustees

BOARD OF TRUSTEES SPECIAL MEETING

The following items were presented and approved by the Board of Trustees at a special meeting held on December 15, 2023.

NEW BUSINESS

- A. Consideration of bid for the Capital Development Board Elevator Replacement Project
- B. Amendment to the Elevator Replacement Project Trust
- C. Personnel Action Item

**JOHN A. LOGAN COLLEGE
NEW BUSINESS ITEM FOR BOARD APPROVAL**

3.A – Elevator Replacement Project

1. REASON FOR CONSIDERATION

The “Elevator Replacement Project” is to construct a new elevator in the West Lobby Entrance where a chairlift currently exists. This was originally a Capital Development Board (CDB)-funded project that was funded and supported by the Board. Additional funds have been earmarked for this project as the costs have escalated in the intervening years. We are asking the Board to review the bid in its final form in order to award the bid and begin construction soon.

2. BACKGROUND INFORMATION

Funding Background

Initially, the project was included in requests to the Capital Development Board for a budget of \$339,500. The College received notification of the award in September 2018 with a split of \$254,625 from CDB with a local contribution of \$84,875.

With this request pending, the Tax Levy of 2017 payable in 2019 included a PHS request for the elevator project of \$188,400.

Bond funds of \$500,000 from the 2020 Bond Issuance were transferred to this project after two project bids resulted in significant budget shortfalls and were rejected. The first bid of \$425,000 was rejected in January 2021 and a second bid of \$925,000 was also rejected in October 2022.

The latest bid opening date for this project was November 14, 2023. Although J&L Robinson Company as the lowest qualified was over the total project budget, the project has current funds available of \$895,000 from various sources including PHS, 2020 Bonds, CDB, and other Operational and Maintenance sources. Supplemental sources for alternate 1 and 2 are being investigated.

The latest bid for this project has resulted in an acceptable bid as follows:

Base Bid	\$801,500
Alternate 1	68,500
Alternate 2	29,500
Contingency	71,972
Subtotal	\$971,622

Project Description

The Elevator Replacement project was developed to replace the existing elevator and lobby lift. As a result of the project coming in over budget in the previous two bid openings, it has undergone a massive retooling to reduce project costs. This elevator will not only service the existing west lobby, but also the new mezzanine level as part of the West Lobby Expansion Project. The Base Bid includes an elevator with a drywall covered shaft, Alternate 1 is a glass elevator shaft, and Alternate 2 converts the existing elevator shaft to a stacked IT closet.

**JOHN A. LOGAN COLLEGE
NEW BUSINESS ITEM FOR BOARD APPROVAL**

3.A – Elevator Replacement Project

3. RECOMMENDATION

That the Board of Trustees approves the additional funds as assigned to allow the award of the contract of the Elevator Replacement Project and authorize the Capital Development Board to proceed with the contract award to J & L Robinson Company. These additional funds will allow JALC to award the Base Bid, Alternate 1, and 2.

Staff Contact: Susan LaPanne, Ph.D., CPA
Vice-President of Business Services and CFO

Jeremy Sargent, NCARB, AIA
Assistant Vice-President of Construction, Planning, & Facilities Management

Unofficial Bid Opening Results

Project Number	810-064-020 (Ph. 1)
Location	John A. Logan Community College - Carterville, Williamson County
Description	Replace Elevator
Trade	General- Remod & Rehab
Bid Date/Time	11/14/2023 / 11:00 AM
Posted Date	10/13/2023
Status	Posted
Bid Type	Rebid

Firm Name	Bid Type	Alternate #	Alternate Priority	Amount
J & L Robinson Development and Construction Company	Base			\$801,500.00
J & L Robinson Development and Construction Company	Alternate	1	1	\$68,500.00
J & L Robinson Development and Construction Company	Alternate	2	2	\$29,650.00
Fager-McGee Commercial Construction, Inc.	Base			\$893,000.00
Fager-McGee Commercial Construction, Inc.	Alternate	1	1	\$63,000.00
Fager-McGee Commercial Construction, Inc.	Alternate	2	2	\$49,000.00
Samron Midwest Contracting, Inc.	Base			\$923,421.00
Samron Midwest Contracting, Inc.	Alternate	1	1	\$51,000.00
Samron Midwest Contracting, Inc.	Alternate	2	2	\$68,400.00

NOTICE: The information posted on this website does not indicate the final, “winning” bid for any CDB project. The information from bid tabulation sheets posted on this website represents only one step in the procurement process for state construction projects. Other criteria, along with cost proposals, are used to determine “winning” bids. “Winning” bidders receive a “Notice of Award” from CDB once the entire procurement process has been completed. Official procurement results are posted regularly on the Contract Awards section of the CDB Website.

[Print this Page](#)

**JOHN A. LOGAN COLLEGE
CONSENT AGENDA ITEM FOR BOARD APPROVAL**

3.B – Amendment to the Elevator Project Trust

1. REASON FOR CONSIDERATION

A bid opening was held for the Capital Development Board (CDB)-funded Elevator Replacement project on November 14, 2023. Additional funding is available for the project via PHS, 2020 bond funds, and other operating and maintenance funds currently in the College's accounts. In addition, there is an existing trust for the Elevator Project that was funded based on the original budget for the project per the 2018 estimates. However, it will now require additional funds to be deposited to the trust in order for CDB to approve the launch of the project.

CDB will contact the College with a new Trust Agreement and notify us of the precise amount required. We estimate that this additional contribution will be approximately \$631,500. We are requesting the Board's permission in advance to make this deposit without delay after receipt of CBD's notification.

2. BACKGROUND INFORMATION

The Board of Trustees approved the Elevator Replacement Project first in 2018 and, as of this meeting, has again approved the project in its final form with a successful qualified bidder, J & L Robinson Company. This project will service the existing west lobby and the new mezzanine level in the West Lobby Expansion Project.

3. RECOMMENDATION

That the Board of Trustees approves the amendment of the Elevator Project Trust at the Bank of Herrin. The Board is approving the additional deposit of approximately \$651,500 upon notification of the precise requirement per the Capital Development Board (CDB). The CFO will notify the Board of the exact amount at its next meeting.

Staff Contact: Susan LaPanne, Ph.D., CPA
Vice-President of Business Services and CFO

Jeremy Sargent, NCARB, AIA
Assistant Vice-President for Construction, Planning, & Facilities Management

**JOHN A. LOGAN COLLEGE
NEW BUSINESS ITEM FOR BOARD APPROVAL**

3.C – Employment of Dean of Arts & Sciences

1. REASON FOR CONSIDERATION

In accordance with Board Policy 5110, Board action is required for the employment and ratification of personnel upon recommendation by the President.

2. BACKGROUND INFORMATION

The College seeks to fill the Dean of Arts & Sciences vacancy that occurred when Dr. Nathan Arnett was appointed as the Assistant Provost of Academic Affairs in October 2023.

This position was posted on external sites that reached a national audience. Seven applications were received. The Hiring Committee was comprised of Dr. Nathan Arnett, Assistant Provost of Academic Affairs Dr. Kristen Yosanovich, Dean of Health Science and Director of Nursing, Scott Wernsman, Dean of Career & Technical Education and Workforce Training, Robert McKenzie, Assistant Professor of Chemistry, and Andrew Carr, Assistant Professor of Mathematics.

3. RECOMMENDATION

That the Board of Trustees approve President Overstreet's recommendation to employ Joseph Dethrow as Dean of Arts & Sciences, effective December 16, 2023.

Staff Contact: President Kirk Overstreet

EMPLOYMENT AGREEMENT

This Agreement is made this 15th day of December 2023, between the Board of Trustees of John A. Logan College, District No. 530 (the "Board") and **Joseph Dethrow** ("Joseph" and collectively, the "Parties"):

RECITALS

WHEREAS, the Board is the body politic and corporate charged with the duty to make the appointments and fix the salaries for all administrative personnel at John A. Logan College (the "College") and

WHEREAS, the President of the College has recommended Joseph Dethrow's appointment as **Dean of Arts and Sciences** of the College to the Board and

WHEREAS, the Board has approved such recommendation and desires to appoint Joseph to the position of **Dean of Arts and Sciences** from December 16, 2023 to June 30, 2024;

NOW, THEREFORE, in exchange for the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

TERMS OF EMPLOYMENT

1. **Term and Duties:** Joseph Dethrow is appointed to the position of **Dean of Arts and Sciences** (the "Position") for the College for the period **December 16, 2023 to June 30, 2024** (the "Term"). Joseph will perform the duties and carry out the responsibilities of the Position, as specified in Board Policy and the job description for the Position, and all such other duties and responsibilities as assigned from time to time by or at the direction of the Board and/or the President. Notwithstanding anything to the contrary in Board Policy or College procedures, Joseph acknowledges and agrees that he/she is not entitled to an automatic rollover or renewal of this Agreement and that the Board may, but is not required to, re-appoint Joseph to a new term at the expiration of the Term.

2. **Compensation and Benefits:**

- a. **Salary.** An annual salary of \$92,500.00 to serve as **Dean of Arts and Sciences** is to be paid in accordance with Board Policy and the College's normal payroll procedures.
- b. **Benefits.** During the Term, Joseph shall be entitled to participate in employee welfare and health benefit plans afforded to Professional Staff employees of the College and any other employee benefit plans established by the Board from time to time for Professional Staff employees. Joseph shall be required to comply with such plans' conditions attendant to coverage. Nothing contained herein limits the right of the Board to change, modify, reduce, or discontinue any particular benefit plan afforded to Joseph during the term of this Agreement.
- c. **Leave.** The Professional shall be entitled to leave and sick leave time in the amounts offered and accrued in accordance with Board Policy and corresponding College procedures and regulations.
- d. **SURS Contributions.** The Professional is required to participate in the State Universities Retirement System (SURS). Currently, employees contribute 8% of their gross annual salary to

of guilty to a felony, or a crime of moral turpitude, or other conduct that is detrimental to the reputation of the Professional, the Board, and/or the College in the community; and/or

- vi. The Professional's commission of any other act of misconduct, malfeasance, nonfeasance, malice, or gross negligence with regard to the College, College property, or the Professional's employment.
 - c. If the election to terminate this Agreement and the Professional's employment is made for any reason other than those set forth in Paragraph 4(a)-(b) above, the Professional may be eligible for a severance payment in an amount not to exceed one (1) year annual salary and applicable benefits, or any such lesser limitations provided by any amendment of the Illinois Community College Act, or by other applicable laws or regulations. The decision to pay severance compensation and the amount and manner of such severance is within the sole discretion of the Board. In any event, the amount of severance shall not exceed an amount equal to seventy-five percent (75%) of the annual salary set forth in Paragraph 1.
5. **Savings Clause.** The provisions of this Agreement are intended to be interpreted and enforced in a manner that renders them valid and enforceable. In the event any provision of this Agreement is found to be invalid or unenforceable, such provision will be modified to the extent and in the manner in which a court of competent jurisdiction deems reasonable and thereupon enforced upon such terms. If any such provision is not so modified, it will be deemed stricken from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.
 6. **Applicable Law and Venue.** This Agreement will be construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. If any term or terms of this Agreement conflict with Illinois law (including the Public Community College Act) or as later amended, then the terms of Illinois law will control. Venue for any disputes arising under or in connection with this Agreement shall be in the Circuit Court for the Williamson Judicial Circuit of the State of Illinois or in the United States District Court for the Southern District of Illinois.
 7. **Entire Agreement.** The Parties acknowledge and agree that this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, negotiations, and understandings with respect to the subject matter hereof are canceled and superseded by this Agreement.
 8. **No Oral Modifications.** The Parties acknowledge and agree that the terms of this Agreement may not be modified, altered, or varied except by a subsequently dated written instrument approved by the Board of Trustees and executed by all Parties.
 9. **Effective Date.** The Professional agrees and acknowledges that this Agreement shall not become effective and is not and cannot be binding upon the College unless and until it is approved by the Board and all Parties have executed this Agreement.

Dated and returned this 12 day of December 2023 by  Joseph H. Dethrow (Dec 12, 2023 17:48 CST)

Conditional of the Board of Trustees ratification at the meeting of the Board of Trustees on December 15, 2023.

On behalf of and as authorized by the Board of Trustees,
Community College District No. 530, Counties of Williamson,
Jackson, Franklin, Randolph, and Perry, State of Illinois

President Date