

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**October 15, 2019**



**Location:**

**Wabash Valley College  
2200 College Drive  
Mt. Carmel, Illinois 62863**

**Dinner – 6:00 p.m. – Red Café Cafeteria  
Meeting – 7:00 p.m. – Science Building Room 61**

*The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.*

**Illinois Eastern Community Colleges  
Board Agenda**

**October 15, 2019**

**7:00 p.m.**

**Wabash Valley College**

1. Call to Order & Roll Call.....Chairman Fischer
2. Disposition of Minutes..... Interim CEO Holt
3. Recognition of Visitors and Guests ..... Holt
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval)..... Holt
  - A. None
7. Policy Second Reading ..... Holt
  - A. None
8. Staff Recommendations for Approval
  - A. Articulation Agreement with Franklin University ..... Martin
  - B. Financial Aid Loan Default Policy..... Martin
  - C. Annual Financial Report ..... Hawkins
  - D. Solar Array - LTC ..... Hawkins
  - E. Capital Development Board Project 810-044-015 ..... Hawkins
  - F. FY2019 Audit..... Hawkins
  - G. Resolution Establishing Tax Levy Hearing ..... Hawkins
  - H. 2019 Estimated Tax Levy Resolution ..... Hawkins
  - I. Transfer of Property ..... Holt
  - J. Memorandum of Understanding with WADI Head Start ..... Holt
  - K. Athletic Training Contract with Wabash General Hospital – WVC ..... Holt
  - L. Affiliation Agreement with Market Street Medical – Medical Office Careers..... Holt
9. Bid Committee Report ..... Holt
  - A. Gymnasium Video Board - WVC

- 10. District Finance
  - A. Financial Report..... Hawkins
  - B. Approval of Financial Obligations..... Hawkins
- 11. Chief Executive Officer’s Report ..... Holt
- 12. Executive Session ..... Holt
- 13. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes ..... Holt
  - B. Audio Executive Session Minutes..... Holt
- 14. Approval of Personnel Report ..... Holt
- 15. Collective Bargaining..... Holt
- 16. Litigation..... Holt
- 17. Other Items
- 18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room, at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, September 17, 2019.

**AGENDA #1 – “Call to Order & Roll Call”** – In the absence of Chairman G. Andrew Fischer, Vice Chairman Brenda Culver assumed the Chair and called the meeting to order at 7:00 p.m. and directed the Secretary to call the roll.

**Roll Call:** The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present:

John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, James Lane, Jan Ridgely. Also present was Corey Hall, student trustee. Trustees absent: G. Andrew Fischer. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(Note: In accordance with Board of Trustees Policy No. 100.4, the student trustee shall have an advisory vote, to be recorded in the Board Minutes. The advisory vote may not be counted in declaring a motion to have passed or failed.)

Also present at this meeting, in addition to trustees:

Marilyn Holt, Interim Chief Executive Officer.  
Jay Edgren, President of Frontier Community College  
Matt Fowler, President of Wabash Valley College.  
Ryan Gower, President of Lincoln Trail College.  
Rodney Ranes, President of Olney Central College.  
Tara Buerster, Director of Human Resources.  
Alex Cline, Director of Information & Communications Technology.  
Ryan Hawkins, Chief Financial Officer/Treasurer.  
Holly Martin, Chief Academic Officer.  
Mike Thomas, Dean of Workforce Education.  
Renee Smith, Assistant to CEO/Board Secretary.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, August 20, 2019 were presented for disposition.

**Board Action to Approve Minutes:** Trustee James Lane made a motion to approve minutes of the August 20, 2019 meeting as prepared. Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.-

**AGENDA #3 – “Budget Hearing”** – The Chairman announced that the next agenda item for the Board of Trustees was a public hearing to receive comments on the fiscal year 2020 budget. The Chair asked for a motion that the Board recess its regular meeting and reconvene immediately following the budget hearing. Student Trustee Corey Hall made a motion that the Board recess its regular meeting and reconvene immediately following the budget hearing. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**A. Motion to Convene Budget Hearing:** Trustee Gary Carter made the following motion: “I move that Illinois Eastern Community College District 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White now convene a budget hearing on this 17th day of September, 2019. The purpose of the budget hearing is to receive public comments on the FY2020 Budget of the District.” Trustee James Lane seconded the motion. The Chair asked trustees in favor

of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**B. Hearing on FY2020 Budget:** The Chairman declared that the Board is now in a hearing on the FY2019 budget and directed the Secretary to call the roll for Board attendance. The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Also present was Corey Hall, student trustee. Trustees absent: G. Andrew Fischer. The Chair declared that a quorum was present and the budget hearing was open.

**C. Public Oral Testimony:** The Chairman asked if any member of the public wished to provide oral testimony on the FY2020 budget. There was no oral testimony presented.

**D. Public Written Testimony:** The Chairman asked if any member of the public wished to provide written testimony on the FY2020 budget. There was no written testimony presented.

**E. Public Hearing Adjourned:** The Chairman announced that all persons desiring to be heard have been given an opportunity to provide oral or written testimony with respect to the FY2020 community college district budget and asked for a motion to adjourn the hearing. Trustee James Lane made a motion that the public hearing be adjourned. Trustee Gary Carter seconded the motion and on a roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried and that the budget hearing was adjourned and the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

**AGENDA #4 – “Recognition of Visitors & Guests” –**

**#4-A. Visitors & Guests:** Visitors & guests present were recognized, including several college staff members.

**#4-B. IECEA Representative:** None.

**AGENDA #5 – “Public Comment” – None**

**AGENDA #6 – “Reports” –**

**#6-A. Report from Trustees:** James Lane reported on an ICCTA meeting he recently attended. John Brooks noted that he has completed the required trustee training and found the topics to be relevant and beneficial.

**#6-B. Report from Presidents:** Reports were presented from each of the colleges.

**#6-C. Report from Cabinet:** Alex Cline provided an update on the redesign of the District’s website.

**AGENDA #7 – “Policy First Readings (and Possible Approval)” – None.**

**AGENDA #8 – “Policy Second Readings” – None.**

**AGENDA #9 – “Staff Recommendations for Approval” –** The following staff recommendations were presented for approval.

**#9-A. Articulation Agreement with USI:** Holly Martin presented the following 2 + 2 Articulation Agreement between University of Southern Indiana (USI) and Illinois Eastern Community Colleges which will allow graduates of IECC who earn the Associate in Applied Science degree in Health Informatics at Frontier Community College who meet University of Southern Indiana admission requirements to be considered for admission into the Bachelor of Science in Health Informatics and Information Management (BSHIM) Degree Completion track. The Interim CEO recommended approval of the following agreement:

**2+2 Articulation Agreement**

**between**  
**THE UNIVERSITY OF SOUTHERN INDIANA**  
**and**  
**Illinois Eastern Community Colleges, Olney, IL**

**Statement of Intent:** The purpose of this agreement is to facilitate the transfer of graduates of the Illinois Eastern Community Colleges/Frontier Community College who earn Associate of Applied Science degree (AAS) in Health Informatics towards the Bachelor of Science in Health Informatics and Information Management (BSHIIM) Degree Completion track offered at the University of Southern Indiana (USI).

**Principles Upon Which Articulation is Based:** This agreement, which encompasses the degree-granting institutions of the Illinois Eastern Community Colleges/Frontier Community College and the University of Southern Indiana, provides a written record of a continuing relationship centered on a mutually beneficial commitment to serving students.

This agreement confirms that all the eligible credit hours earned by students who complete graduation requirements for the Health Informatics Program at the Illinois Eastern Community Colleges/Frontier Community College will be accepted into and serve to fulfill lower division requirements for the Health Informatics and Information Management at the University of Southern Indiana. Thus, students who graduate having completed all degree requirements in the Health Informatics Program at the Illinois Eastern Community Colleges/Frontier Community College will be eligible for full junior level standing in the Health Informatics and Information Management at the University of Southern Indiana.

Students transferring with an AAS degree from Illinois Eastern Community Colleges/Frontier Community College into the University of Southern Indiana are subject to the same admission and academic policies as other applicants to the University of Southern Indiana. Transfer students are also subject to specific baccalaureate degree program admission requirements. Completion of the AAS degree does not guarantee admission to a program that has a separate application process.

Students who have transferred into the University of Southern Indiana must meet all university and program graduation requirements, including the completion of the university's general education program (CORE 39), minimum residence, grade point average, and upper division course requirements.

Both institutions reserve the right to change their curriculum and agree to inform the other institution's administration and program faculty of such changes as they relate to the conditions of this agreement. Such changes may require an update to the articulation agreement.

All agreements will be reviewed, updated, and re-signed three years from the effective date of the agreements.

**Board Action:** Trustee James Lane made a motion to approve the Articulation Agreement with University of Southern Indiana as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-B. 2019 Annual Security Report** – Holly Martin reviewed the Annual Security Report. The report is an annual report that meets requirements recently approved under the Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The report contains crime information for the past three years, relevant policy statements, and training and educational programming related to campus safety and security, crime prevention, alcohol and drug use, and sexual misconduct. The Interim CEO recommended approval of the 2019 Annual Security Report.

**Board Action:** Trustee Gary Carter made a motion to approve the Annual Security Report as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan

Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew ischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-C. IECC Fact Book** – Holly Martin reviewed the IECC 2019 Fact Book containing basic information about the community college district. It was noted that this is the 14<sup>th</sup> annual Fact Book. The fact book was developed as an annual compilation of data about IECC and gathers information from various sources into one central document regarding students, enrollment history, degrees and certificates granted, financial aid received and distributed, and the district’s annual budgets and operation. The time period covered, in most cases, is FY19 which is from July 1, 2018 to June 30, 2019. The Interim CEO recommended approval of the IECC 2019 Fact Book.

**Board Action:** Trustee John Brooks made a motion to approve the IECC 2019 Fact Book as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-D – FY2020 Budget** – The community college district budget for fiscal year 2020 was reviewed. The Interim CEO recommended adoption of the following resolution approving the FY2020 budget. There are no significant changes from the tentative budget which was approved by the Board on August 20, 2019.

For Fiscal Year 2020, the Operating expenditures of the budget compared to Fiscal Year 2019 are as follows:

	<u>FY20</u>	<u>FY19</u>
Education Fund	\$29,162,920	\$28,539,048
Operations & Maintenance Fund	\$ <u>3,746,866</u>	\$ <u>3,147,340</u>
Total Operating Funds	\$32,909,786	\$31,686,388

The District has complied with all the notice and budget hearing requirements.

Budget of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020.

WHEREAS the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;

AND WHEREAS a public hearing was held as to such budget on the 17th day of September 2019, notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with:

NOW, THEREFORE, be it Resolved by the Board of Trustees of said district as follows:

Section 1. That the fiscal year of the Community College District be and the same hereby is fixed and declared to be beginning July 1, 2019 and ending June 30, 2020.

Section 2. That the following budget containing an estimate of amounts available in each Fund, separately, and of expenditures from each be and the same is hereby adopted as the budget of this Community College District for the said Fiscal Year.

EDUCATION FUND	
Revenue	\$29,809,799

Expense	(29,162,920)
Transfer – Out	(1,761,967)
Excess (Deficiency)	(1,115,088)
Transfer – In	890,000
Reserve for Contingencies	0
Cash Balance – Beg. of Year	6,873,341
Cash Balance – End of Year	6,648,253
OPERATIONS & MAINTENANCE FUND	
Revenue	\$2,915,000
Expense	(3,746,866)
Transfer – Out	0
Excess (Deficiency)	(831,866)
Transfer – In	600,000
Reserve for Contingencies	0
Cash Balance – Beg. of Year	632,895
Cash Balance – End of Year	401,029
TOTAL OPERATING FUNDS	
Revenue	\$32,724,799
Expense	(32,909,786)
Transfer – Out	(1,761,967)
Excess (Deficiency)	(1,946,954)
Transfer – In	1,490,000
Reserve for Contingencies	0
Cash Balance – Beg. of Year	7,506,236
Cash Balance – End of Year	7,049,282

The official budget, which is accurately summarized in this document, was approved by the Board of Trustees on September 17th, 2019.

**Board Action:** Student Trustee Corey Hall made a motion to adopt the budget for Illinois Eastern Community College District No. 529 for the fiscal year beginning July 1, 2019 as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-E. Health and Dental Insurance - Calendar Year 2020:** Ryan Hawkins reviewed information on employee health and dental insurance coverage. The current IECC Marketplace makes available four different health insurance options including a \$250 deductible plan, a \$1,500 deductible plan, a \$2,650 deductible plan, and a \$6,000 deductible plan.

The District will contribute \$780.07 per month for health benefits and \$30.96 per month for dental benefits. The calendar year 2020 premiums represent a 4.4% decrease for health insurance and a 5.7% increase for dental insurance.

In addition to health and dental insurance, employees will continue to have the option to purchase identity theft protection services, vision, critical illness, accident, term life, and long term disability insurance at their own expense.

By choosing one of the Qualified High Deductible Plans (\$1,500, \$2,650, or \$6,000 deductible) the employee will qualify for a Health Savings Account (HSA). The District will continue to offer the Medical Reimbursement Plan (MRP) for eligible employees that waive coverage through the group health plan. The Interim CEO recommended approval of the plans and premiums as negotiated with Blue Cross Blue Shield to be offered under the IECC Marketplace.



**Board Action:** Trustee James Lane made a motion to approve the Health and Dental Insurance plans as recommended for Calendar Year 2020. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-F. Health Savings Accounts, Calendar Year 2020:** In February of 2010 the Board approved the offering of a Qualified High Deductible Health Plan. The Board also implemented a plan allowing Health Savings Accounts (HSA) that enabled qualified employees to set aside money in pre-tax dollars. The Interim CEO recommended that the Board make a \$1,000 contribution for Calendar Year 2020 to each qualified employee's HSA. A qualified employee being all bargaining unit faculty employees and all non-bargaining unit employees working at least 40 hours of service per week as defined in Business Procedure 300.1 for Employee Benefits.

**Board Action:** Trustee James Lane made a motion to approve a \$1,000 contribution for Calendar Year 2020 to each qualified employee's Health Savings Account. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-G. Lease with ROE #12 Preschool Program:** The Regional Office of Education #12 wishes to establish a Pre-K, ages 3-5 program on District property at Lincoln Trail College. The CEO recommended approval of the following lease between ROE #12 and the District.

LEASE AGREEMENT  
BETWEEN  
STORYBROOKE PRE-K  
(A Regional Office of Education #12 Preschool Program)  
AND  
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 17th day of September, 2019 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Storybrooke Pre-K Program (A Regional Office of Education #12 Preschool Program), whose address is 103 W. Main St, Olney, IL 62450 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. The LESSOR hereby leases to the LESSEE the following premises: The Industrial Annex of Lincoln Trail College, 11220 State Hwy 1, Robinson, IL 62454 (approximately 3,500 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a pre-K program to allow local residents to have access to educational opportunities for children aged 3-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing September 18, 2019 through June 30, 2020 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Thousand One Hundred (\$2,100) monthly. The rent shall be due and paid by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties. An initial payment of \$2,100 will be paid on 09/20/19 with regular payments to follow beginning in October 2019.

5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the premises and building when said premises and building are being used.

11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice.

**Board Action:** Student Trustee Corey Hall made a motion to approve the lease agreement between IECC/LTC and ROE #12 as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #10 - "Bid Committee Report"** – CFO Ryan Hawkins reviewed the following Bid Committee report and recommended it be approved as presented.

TO: Board of Trustees

FROM: Bid Committee

DATE: September 17, 2019

RE: Truck Driving Training Facility/Concrete Pad and Loading Dock

The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality and serviceability.

The Bid Committee recommends acceptance of the low base bid received from John Flach Builders for a total of \$124,000 pending final approval by the United States Department of Commerce.

Company	Total Bid
Bergstrom Concrete Construction Olney, IL	\$128,457
Dean Colyer Construction, Inc. Browns, IL	\$130,525
<b>John Flach Builders Teutopolis, IL</b>	<b>\$124,000</b>
Johannes Construction, Inc. Centralia, IL	\$131,000

Samron Midwest Contracting Murphysboro, IL	\$153,715
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Respectfully submitted,

Ryan Hawkins  
Marilyn Holt  
Renee Smith

Department: Wabash Valley College Truck Driving Program.

Source of Funds: This bid is partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration for \$600,000. The project will be paid for 50% by the EDA and 50% by IECC.

Rationale for Purchase: The proposals received meet all specifications required and satisfies the objectives of the grant agreement.

The "Advertisement for Bids" was placed in the Olney Daily Mail for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

**Specifications for Truck Driving Facility/Concrete Pad and Loading Dock**

**REQUEST FOR PROPOSAL  
ILLINOIS EASTERN COMMUNITY COLLEGES**

Recipient of U.S. Department of Commerce, Economic Development Administration Grant Award  
06-79-06113

**TIME AND PLACE OF BIDS**

Notice is hereby given that sealed bids for the Truck Driver Training Facility to the West Richland Center, Noble, IL, shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL, until 10:30 a.m. local time, on Tuesday, August 27, 2019, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, to award the contract to the lowest, responsive, responsible bidder, and to hold the bids for a period of thirty (30) days from the bid date.

**METHOD OF BIDDING**

Lump Sum Bids will be received for the following:  
CONTRACT #1: Complete Construction.

**PREPARATION OF BIDS**

Bids shall be executed in accordance with attached forms, and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project. Faxed or electronically submitted bids will NOT be accepted.

**PERFORMANCE BOND AND PAYMENT BOND**

Contractors receiving award shall be required to furnish an approved Performance Bond and Labor and Material Payment Bond for one hundred (100%) percent of the Contract amount which shall be in full force

and effect for twelve (12) months from date of acceptance of the work. Bonds shall be furnished within ten (10) days after written notice of intent to Contract Award.

### **CONTRACT DOCUMENTS**

Prime Contractors may obtain bidding documents from ADG/Architecture and Design Group, P.O. Box 335, 512 Market Street, Mt. Carmel, Illinois 62863, by depositing \$50.00 for one complete set, cash or check, payable to ADG/Architecture and Design Group. Supplemental sheets of drawings and specifications may be purchased for \$3.50 per drawings and \$.30 per specification sheet. Supplemental sets may be purchased for \$50.00 per set. Plan deposits will be refunded to bidders returning their documents, in good condition, within ten (10) days after bid opening.

### **BID SECURITY**

A certified check or bank draft, payable to the Illinois Eastern Community Colleges District 529, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent of the bid shall be submitted with each bid. Should the bidder withdraw his bid within ten (10) days after bid date without written consent of the Owner, or fail to execute a satisfactory contract including performance bond within thirty (30) days after the written notice to proceed, the Owner may declare the bid deposit forfeited as liquidated damages.

### **PREVAILING WAGE RATES**

Contractors and subcontractors are notified that they are required to pay no less than the current Davis-Bacon Act Wage Rates and the Illinois Department of Labor Prevailing Wage Standards set forth and approved by the Illinois Department of Labor and enclosed in the Project Manual. The higher rate per trade is required. The Contractor of Award will be required to submit monthly Certified Payroll Reports for the entire project.

### **SALES TAX**

Retailers Occupational Sales Taxes are not applicable for this project.

### **FUNDING**

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

### **EQUAL OPPORTUNITY EMPLOYER**

Illinois Eastern Community Colleges District 529 is an Equal Opportunity Employer. See attached Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246 and 41 CFR Part 60-4).

### **PRE-BID CONFERENCE**

A pre-bid conference will be held at 10:30 a.m. local time on Tuesday, August 20, 2019, at the Conference Room of West Richland Center located in Noble, IL. While attendance is not mandatory, all bidders are encouraged to attend.

### **PLANS AND SPECIFICATIONS**

Plans and specifications are available for review at the following locations:

### **OFFICE OF THE OWNER**

Illinois Eastern Community Colleges District 529  
233 East Chestnut Street  
Olney, IL 62450

West Richland Center  
320 East North Avenue  
Noble, IL 62868

**OFFICE OF THE ARCHITECT**

ADG/Architecture and Design Group  
P.O. Box 335, 512 Market Street  
Mt. Carmel, IL 62863  
618.263.3254

**CONSTRUCT CONNECT**

30 Technology Parkway South, Suite 100  
Norcross, GA 30092

**SOUTHERN ILLINOIS BUILDERS ASSOCIATION**

1519 E. DeYoung Street, Suite B  
Marion, IL 62959

**SOUTHERN ILLINOIS BUILDERS ASSOCIATION**

1468 Green Mount Road  
O'Fallon, IL 62269

**GENERAL REQUIREMENTS**

1. GENERAL

1.01 DESCRIPTION

A. TRUCK DRIVER TRAINING FACILITY  
WEST RICHLAND CENTER  
320 E. NORTH AVENUE  
NOBLE, IL 62868

B. SCOPE OF WORK: The scope of this project includes but is not necessarily limited to the construction of new poured concrete loading dock and truck driver drive at the West Richland Center, Noble, IL.

C. Contracts shall be let for the following work:

CONTRACT NO. 1 – GENERAL CONSTRUCTION

Time of Completion:

If notified of award of this contract by July 9, 2019, the Owner would like the General Contractor to complete the work in a timely fashion to limit interference with the fall school schedule.

D. EXISTING CONDITIONS:

As the West Richland Center will remain open for school during this project, it will be the responsibility of the Contractor/s to coordinate the work schedule with the Owner to provide the least amount of interference as possible. The Contractor/s will be ultimately responsible

for the protection of the public from injury due to construction and demolition work being performed on the site.

E. Work by Others: Not applicable.

F. EXAMINATION OF DRAWINGS, SPECIFICATIONS & PREMISES:

Prior to submitting his Bid, each Bidder will be held to have examined the premises and be fully acquainted with the existing conditions under which they will be obligated to operate and conduct the work. The bidder will further be held to have thoroughly examined all drawings and to have read the General Conditions, the Supplemental Conditions and all of the Specifications which may in any manner affect the work under this contract. Failure to be fully acquainted with existing conditions or the amount of work involved will NOT be considered subsequently as a basis for extra compensation.

G. Duties:

1. The General Contractor except as specifically noted, shall provide and pay for, as called for in order to perform the work of their Contract:

- a. Labor, materials and equipment, tools, construction equipment and machines.
- b. Other facilities and services necessary for proper execution and completion of work.
- c. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.

H. Permits: As required for the completion of the work of specific Contracts, secured and paid for by the Contractor.

I. Use of Premises: Do not unreasonably encumber site with materials or equipment, or load structure with weight that will endanger the structure. Assume full responsibility for protection and safekeeping of products.

J. The General Contractor shall protect existing construction from damage or wear from new construction. Any existing construction disturbed by new work shall be repaired or replaced to match the existing conditions.

## 1.02 COORDINATION

A. The General Contractor shall schedule, manage and expedite all work under his contract, coordinating their work with all other Contractors, Sub-Contractors and trades so that no conflicts of timing or location occur.

B. The General Contractor shall ultimately be responsible for the coordination of the work of all contracts, subcontractors and trades, and coordinating the work schedule with the Owner.

C. Keep Architect/Engineer informed on the progress of work.

1. Close or cover no work until duly inspected and approved.

2. Uncover uninspected work and, after approval, repair and/or replace all work at no cost to the Owner.

3. Notify Architect/Engineer and Owner at least seven (7) days in advance of utility connections, utility shutoff, street or alley closings to allow ample time to receive Owner's written approval or procedure to be followed.

4. Coordinate these operations with the Owner and complete same in the minimum amount of time.

D. Protection:

1. Do not close or obstruct streets, entrance drives, sidewalks, or other facilities without permission of the Owner and local authorities.
2. Furnish, erect and maintain barricades, warning light, signs, and guards as may be required.

E. Smoking Policy:

1. Smoking and smokeless tobacco are not allowed on the campus.

1.03 EDA SITE SIGN

A. The General Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below. See EDA attachments:

1. Size: 4' x 8' x ¾"
2. Materials: Exterior grade/MDO plywood (APA rating A-B)
3. Supports: 4" x 4" x 12' posts with 2" x 4" cross branching
4. Erection: Posts shall be set a minimum of three (3) feet deep in concrete footings that are at least 12" in diameter.
5. Paint: Outdoor enamel
6. Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white backgrounds the following will be placed:  
The U.S. Department of Commerce seal in blue, black and gold;  
"EDA" in blue;  
"U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION" in black;  
"In partnership with" in blue;  
"Illinois Eastern Community Colleges No. 529" in black;
7. Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.  
"U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION" use Bank Gothic Medium  
"In partnership with" use Univers™ 55 Oblique  
  
"Illinois Eastern Community Colleges No. 529" use Univers™ Extra Black 85
8. Project signs will not be erected on public highway rights-of way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.
9. The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.

10. Erect the job sign as soon as possible following execution of a construction contract.

11. Protect sign from damage during the entire project. If necessary, relocate and re-install sign for convenience.

**Board Action:** Trustee James Lane made a motion to approve the Bid Committee Report recommendations as presented. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “District Finance”** – The following district financial matters were presented:

**#11-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of August 31, 2019.

**#11-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for September 2019, totaling \$890,654.47, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Jan Ridgely made a motion to approve payment of district financial obligations for September 2019, in the amounts listed, and payments from the revolving fund for August 2019. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #12 – “Chief Executive Officer’s Report”** – Mrs. Holt presented informational reports relative to the topics including the Vistra Energy Plant, The Chancellor Search and the upcoming District Wide Workshop.

**AGENDA #13 – “Executive Session”** – The Board of Trustees did not hold an executive session at this meeting.

**AGENDA #14 - “Approval of Executive Session Minutes”** - The following actions were taken relative to executive session minutes.

**#14-A. Written Executive Session Minutes:** No executive session was held at the regular meeting, August 21, 2018.

**#14-B. Audio Executive Session Minutes:** No executive session was held at the regular meeting, August 20, 2019.

**AGENDA #15 – “Approval of Personnel Report”** – The Interim CEO recommended approval of the following Personnel Report.

#### **400.1. Employment of Personnel**

##### **A. Classified**

1. Shannon Waters, Office Assistant, Business Office, LTC, effective September 18, 2019.

#### **400.2. Change-in-Status**



**A. Professional/Non-Faculty, Exempt**

1. Tiffany Cowger, Director of Upward Bound, DO, to Program Director, Upward Bound, DO, effective September 18, 2019.

**B. Classified**

1. Lori Barger, Office Assistant, DO, to Administrative Assistant, DO, effective September 18, 2019.
2. Tina Nation, Office Assistant, Business Office, FCC, to Office Assistant, Adult Education, FCC, effective September 18, 2019.

**400.3. Salary Adjustment**

**A. Professional/Non-Faculty, Exempt**

1. Wain Davis, Director of TRIO Student Support Services, effective September 18, 2019.

**B. Professional/Non-Faculty, Non-Exempt**

1. Alyssa Maglone, Coordinator of Curricular Reporting and Articulation, effective September 18, 2019.

**400.4. Special Assignment**

**A. Academic**

1. Chelsea Gemeinhardt, Life and Physical Science Discipline Facilitator, WVC, \$1,000/Academic Year 2019-2020.

**400.5. Academic Year 2019-2020 Educational Level Change**

**A. Faculty**

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Andrew Pittman	M+48	PhD	\$2,000
Vanessa Lowe	B+16	M	\$1,000

**400.6. Resignation Ratification**

**A. Professional/Non-Faculty, Exempt**

1. Dena Weber, Program Director, Adult Education, FCC, effective September 13, 2019.

**400.7. Retirement Ratification**

**A. Faculty**

1. John Day, Professor, WVC, effective December 27, 2019.

**Board Action to Approve Personnel Report:** Trustee Gary Carter made a motion to approve the foregoing Personnel Report as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: John Brooks. Trustees absent: G. Andrew Fischer. The motion having received 5 yea votes and 1 nay vote, the Chair declared the motion carried.

**AGENDA #16 – “Collective Bargaining”** – None.

**AGENDA #17 – “Litigation”** – None.

**AGENDA #18 – “Other Items”** – None.

**AGENDA #19 – “Adjournment”** - Trustee Gary Carter made a motion to adjourn. Trustee Jan Ridgely seconded the motion. The Chair asked the trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 8:07 p.m.

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Recognition of Visitors and Guests**

- A. Visitors and Guests**
- B. IECEA Representatives**

**Agenda Item #4**

**Public Comment**

**Agenda Item #5**

**Reports**

**Trustees**

**Presidents**

**Cabinet**

**Agenda Item #6**

**Policy First Reading (and Possible Approval)**

**None**



**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Articulation Agreement with Franklin University**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: October 15, 2019  
RE: Articulation Agreement with Franklin University

The following Articulation Agreement between Franklin University and Illinois Eastern Community Colleges guarantees admission to Franklin University, transferability of credits, and a seamless transition for IECC graduates seeking a baccalaureate degree.

Upon application, Franklin University will guarantee acceptance of IECC graduates with an Associate in Arts, Associate in Science, or Associate of Applied Science degree. Transfer students from Illinois Eastern Community Colleges, upon acceptance will have junior standing at Franklin University.

Students transferring from Illinois Eastern Community College may transfer additional credits (up to a maximum of 94 semester credit hours) toward their baccalaureate degree. Students must complete a minimum of 30 credit hours at Franklin University to be eligible for the Bachelor of Science degree (minimum 120 semester hours).

Franklin University and Illinois Eastern Community College will enter into a Financial Aid Consortium, by complying with the necessary information sharing, to entitle students in these programs to the appropriate federal, state and institutional assistance. This process includes annual reporting of tuition fees and academic calendar dates.

This agreement shall automatically renew for successive one year periods from the signing date unless a party gives notice of non-renewal 3 months in advance of the expiration of the then-applicable term.

Franklin University reserves the right to modify the terms and conditions of this Agreement or to discontinue the articulation program at any time. Notice of modification or intentions to discontinue shall come in writing from one President to the other at least nine months prior to the date on which any action would be taken. In the event that the program is discontinued, Franklin University and Illinois Eastern Community College will continue to provide services to all currently enrolled students through graduation or discontinued enrollment.

I ask the Board's approval of this agreement.

MH/rs

Attachment

## **Articulation Agreement**

### **Illinois Eastern Community Colleges and Franklin University**

The purpose of this document is to establish an articulation agreement between Illinois Eastern Community Colleges and Franklin University. Subject to Illinois Eastern Community Colleges' compliance with the requirements set forth herein, this agreement guarantees admission to Franklin University, transferability of credits, and a seamless transition for Illinois Eastern Community Colleges graduates seeking a baccalaureate degree.

Illinois Eastern Community Colleges and Franklin University enter into this articulation agreement in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning. Each institution is dedicated to serving students from all walks of life, regardless of race, national origin, religion, sex, disability, color, age, marital status, or other non-merit factors.

#### **Transfer:**

Upon application, Franklin University will guarantee acceptance of all Illinois Eastern Community College graduates with an Associate in Arts, Associate in Science or Associate of Applied Science degree. Transfer students from Illinois Eastern Community College, upon acceptance will have junior standing at Franklin University.

Students transferring from Illinois Eastern Community Colleges may transfer additional credits (up to a maximum of 94 semester credit hours) toward their baccalaureate degree. Students must complete a minimum of 30 credit hours at Franklin University to be eligible for the Bachelor of Science degree (minimum 120 semester hours).

A Curriculum Equivalency guide will be created by Franklin University each academic year for Illinois Eastern Community Colleges. Illinois Eastern Community Colleges' programs and courses will be identified that will effectively transfer to Franklin and prepare Illinois Eastern Community Colleges' students for success in the Franklin University programs.

#### **Financial Aid Consortium:**

Franklin University and Illinois Eastern Community Colleges will enter into a Financial Aid Consortium, by complying with the necessary information sharing, to entitle students in these programs to the appropriate federal, state and institutional assistance. This process includes annual reporting of tuition fees and academic calendar dates.

#### **Privacy and Data Security:**

Both parties will comply with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999 and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including the maintenance of a security plan consistent with industry standards to protect the confidentiality and integrity of personal information, and to protect against unauthorized access to such information. Information will be shared, in compliance with all applicable laws and regulations, as needed to allow transferring students to participate in the articulation program and to track student interest, persistence and success.

Indemnification:

- A. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify, defend, and hold harmless Franklin University, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of Illinois Eastern Community Colleges, its agents or employees, in the performance of Illinois Eastern Community Colleges' obligations under this agreement.
- B. To the extent permitted by law, Franklin University shall indemnify, defend, and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of Franklin University, its agents or employees, in the performance of Franklin University's obligations under this agreement.

Jurisdiction and Venue:

The parties of this agreement each specifically consent to jurisdiction in Ohio/Franklin County in connection with any dispute between the parties arising out of this agreement or pertaining to the subject matter hereof.

Term:

This agreement shall automatically renew for successive one year periods from the signing date unless a party gives notice of non-renewal 3 months in advance of the expiration of the then-applicable term.

Franklin University reserves the right to modify the terms and conditions of this Agreement or to discontinue the articulation program at any time. Notice of modification or intentions to discontinue shall come in writing from one President to the other at least nine months prior to the date on which any action would be taken. In the event that the program is discontinued, Franklin University and Illinois Eastern Community Colleges will continue to provide services to all currently enrolled students through graduation or discontinued enrollment.

This agreement and attached addendums are effective only under the condition that both institutions maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. In the event that an institution loses its accreditation, this agreement and addendums will terminate immediately.

The parties agree to the provisions of any Addendums to Agreement, which are hereby incorporated by reference and made a part of this Agreement.

**Agenda Item #8B**

**Financial Aid Loan Default Policy**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: October 15, 2019  
RE: Financial Aid Loan Default Policy

The current catalog policy prevents registration for students in loan default. The policy was designed in response to a requirement that all colleges assist in collection of defaulted loans. The proposed change will uphold that requirement while allowing students to enroll in classes but not utilize financial aid.

Updating the policy gives IECC the opportunity to help these students become employable, or continue employment in some situations, in order to repay their loans. Additionally, this allows IECC to get credit hour reimbursement for trainings provided in which tuition is waived, such as first aid training resulting in a more student-friendly policy. The proposed policy is aligned with other colleges' loan default policies.

I recommend the Board's approval of the revised IECC catalog policy, page 18, regarding Students in Loan Default, effective immediately.

**Students in Loan Default**

~~Students who have planning to enroll at IECC in a defaulted status on a student loan will not be allowed-permitted to register for classes at IECC colleges. use FAFSA-related assistance or veteran's education benefits. Any student who has fulfilled repayment requirements must provide documentation. Students can locate information about the defaulted loan and its servicer at nslds.ed.gov. IECC recommends that students contact their servicer immediately to begin rehabilitating the loan. For assistance, see the Financial Aid Office.~~

MH/rs



**Agenda Item #8C**  
**Annual Financial Report**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: October 15, 2019  
RE: Annual Financial Report

Pursuant to Section 3-22.2 of the Public Community College Act, each district is required to annually publish a financial statement prior to November 15, in a newspaper of general circulation in the district. Then a copy of this publication must be filed with the ICCB by December 1.

Attached is the Annual Financial Report for IECC that will be published.

Mr. Chairman, I recommend the Board approve the Annual Financial Report for IECC so that it may be published locally and filed with the ICCB on a timely basis.

MH/akb

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529**

**ANNUAL FINANCIAL REPORT  
For the Fiscal Year Ended June 30, 2019**

Community College District No. 529 Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, State of Illinois

Total District Assessed Valuation: \$ 1,582,255,359  
Total District Bonded Debt: \$ 4,855,000

Tax Revenues:	<u>Extensions</u>	<u>Rates</u>
Education Fund	\$ 2,768,946	0.00175
Operations and Maintenance Fund	\$ 1,186,693	0.00075
Bond and Interest Fund	\$ 2,135,244	0.00135
Liability, Protection, and Settlement Fund	\$ 784,999	0.00049
Audit Fund	\$ 79,114	0.00005

**STATEMENT OF REVENUE AND EXPENDITURES  
For the Fiscal Year Ended 2019**

<u>REVENUE BY SOURCE</u>	<u>Education Fund</u>	<u>Operations &amp; Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Other Tax Funds</u>
Local Government	\$ 3,171,401	\$ 1,359,177	\$ 2,137,294	\$ 838,112
State Government	12,182,110	1,313	-	21,437
Federal Government	-	-	-	-
Student Tuition and Fees	12,504,568	1,426,230	-	-
Other Sources	<u>443,251</u>	<u>206,419</u>	<u>11,843</u>	<u>32,476</u>
<b>TOTAL REVENUE</b>	<u>28,301,330</u>	<u>2,993,139</u>	<u>2,149,137</u>	<u>892,025</u>
 <u>EXPENDITURES BY PROGRAM</u>				
Instruction	12,029,795	-	-	-
Academic Support	478,659	-	-	-
Student Services	1,731,231	-	-	-
Public Services	14,051	-	-	-
Auxiliary Enterprises	65	-	-	-
Operation and Maintenance of Plant	58,849	2,940,937	-	145,187
Institutional Support	6,004,589	31,266	2,143,638	1,075,947
Scholarships, Student Grants, and Waivers	<u>6,579,641</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL EXPENDITURES</b>	<u>26,896,880</u>	<u>2,972,203</u>	<u>2,143,638</u>	<u>1,221,134</u>
<b>OTHER FINANCING USES: Operating Transfers-In / (Out)</b>	<u>(1,464,202)</u>	<u>5,000</u>	<u>-</u>	<u>300,000</u>
Excess (or Deficiency) of Revenue over Expenditures and Other Financing Uses	<u>(59,752)</u>	<u>25,936</u>	<u>5,499</u>	<u>(29,109)</u>
<b>FUND BALANCE (Deficit), July 1, 2018</b>	<u>3,540,926</u>	<u>2,908,167</u>	<u>402,121</u>	<u>1,449,706</u>
<b>FUND BALANCE (Deficit), June 30, 2019</b>	<u>\$ 8,481,174</u>	<u>\$ 2,934,103</u>	<u>\$ 407,620</u>	<u>\$ 1,420,597</u>

Illinois Eastern Community Colleges offers a wide variety of educational opportunities.

Frontier Community College, Lincoln Trail College, Olney Central College and Wabash Valley College offer degrees in Associate in Arts, Associate in Science, Associate in Science and Arts, Associate in General Studies, Associate Degree Nursing, Certificate in General Studies and Certificates in (9) nine Vocational Skills areas and GECC Credential.

In addition, Frontier Community College offers (21) twenty-one Certificates in Career and Technical Education and (10) ten Associate in Applied Science degrees. Frontier delivers the above offerings to (5) five of the Counties of Illinois Eastern Community College District No. 529.

Lincoln Trail College offers (20) twenty Certificates in Career and Technical Education and (9) nine Associate in Applied Science Degrees in Career and Technical Education.

Olney Central College offers (28) twenty-eight Certificates in Career and Technical Education and (13) thirteen Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (34) thirty-four Certificates in Career and Technical Education and (18) eighteen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

Headcount: 26,231	Full-time Equivalent: 3,701
Staff Data: Full-time 275	Part-time: 758

All accounts of said Illinois Eastern Community College District No. 529 were audited by Clifton Larson Allen, LLP, Certified Public Accountants, for the fiscal year July 1, 2018 through June 30, 2019.

Dated at Olney, Illinois, this 15th day of October 2019.

Chairman, Board of Trustees: \_\_\_\_\_  
G. Andrew Fischer

Secretary, Board of Trustees: \_\_\_\_\_  
Renee Smith

Treasurer, Board of Trustees: \_\_\_\_\_  
Ryan Hawkins

It is the policy of the Board of Trustees of Illinois Eastern Community Colleges not to discriminate on the basis of race, color, religion, sex, age, disability, or national origin. Illinois Eastern Community Colleges operates pursuant to all applicable laws relating to the Americans with Disabilities Act, PL 101-336. Inquiries regarding compliance with the policy may be directed to:

Equal Opportunity Officers:  
Bonnie Chaplin, IECC District Office, Olney, IL  
Paul Bruinsma, Frontier Community College, Fairfield, IL  
Brent Todd, Lincoln Trail College, Robinson, IL  
Andrea Pampe, Olney Central College, Olney, IL  
Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

**Agenda Item #8D**  
**Solar Array – LTC**

MEMORANDUM

TO: Board of Trustees  
DATE: October 15, 2019  
FROM: Marilyn Holt  
RE: Lincoln Trail College Solar Array

The District has explored the feasibility of constructing a solar array at Lincoln Trail College. The array has been under consideration for several months as we have reviewed the cost benefits, opportunities, and issues that come with such a project. As proposed, the project would be approximately 2,100-panels capable of producing 45% of the current power consumption of the college, providing an estimated annual savings of \$75,000.

While exploring this option, IECC has been in contact with Tick Tock Energy, Inc., from Effingham, Illinois. Tick Tock Energy, Inc. would serve as the design engineer and project manager for the array. I ask that the Board approve the project management agreement with Tick Tock Energy, Inc.

MH/akb

**Agenda Item #8E**

**Capital Development Board Project 810-044-015**

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: October 15, 2019

RE: Capital Development Board Project 810-044-015

On May 28, IECC received notice from the Capital Development Board that a release of funds had been authorized to the District. The total release will be \$225,000 and will be applied towards installing a transformer above ground at Wabash Valley College.

The District will be working with the Illinois Capital Development Board (CDB) to get this project completed. The CDB has requested IECC complete a Trust Agreement for the local share of this project. The trust fee for this will be \$1,500. The agreement authorizes the CDB to request funds or make payment on account. IECC has right to all interest earned on the account while it is held in trust.

I ask the Board's approval of the Trust Agreement with First National Bank in Olney and authorization of the local funding for this project.

MH/akb

Attachment



## TRUST AGREEMENT

This Agreement is made and entered into by and between Illinois Eastern Community Colleges - Wabash Valley College whose address is 2200 College Drive, Mt. Carmel, IL 62863-2699 hereinafter called the Using Educational Agency, and a First National Bank in Olney whose address is 101 E Main Street, Olney, IL 62450 hereinafter called Bank.

### WITNESSETH

WHEREAS the USING EDUCATIONAL AGENCY is required by law to pay a contribution to that certain project, known as Capital Development Board project number *CDB project # (810-044-015)*, in the amount of seventy-five thousand dollars; and

WHEREAS, the USING EDUCATIONAL AGENCY may elect to deposit the contribution under a Trust Agreement, with an Illinois Bank of the Using Educational Agency's choice, pursuant to 71 Illinois Administrative Code 30.110, as amended October 1, 1984.

NOW THEREFORE, the parties do hereby agree:

1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with Bank funds totaling seventy-five thousand dollars (\$75,000).
2. That the funds so deposited with the Bank shall be described as the "contribution" and shall be held by the Bank in trust according to the terms of this agreement.
3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.
4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.
5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.
6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so

directed shall be made payable only to: “The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund”.

7. That the BANK shall pay such funds within two (2) working days upon the receipt of the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.

8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A “safekeeping receipt” for such deposits shall be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term “securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois” means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated “A” or better by Moodys; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.

9. That the USING EDUCATIONAL AGENCY shall be responsible for obtaining the written execution of the Trust Agreement by the BANK. Any costs or service fees of the BANK shall be borne by the USING EDUCATIONAL AGENCY.

10. That when the total amount of the contribution has been paid from the account in accordance with the directions of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, this Agreement shall be terminated and any accumulated interest or earnings thereon shall be paid over to the Using Educational Agency.

IN WITNESS WHEREOF the parties have hereunder set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**USING EDUCATIONAL AGENCY**

\_\_\_\_\_  
Name of School Phone number

By: \_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature ATTEST: \_\_\_\_\_

**BANK**

\_\_\_\_\_  
Name of Bank Phone number

By: \_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature ATTEST: \_\_\_\_\_

**Acknowledgment of Receipt  
Funds in the Amount**

\$ \_\_\_\_\_

\_\_\_\_\_  
Bank Representative/Printed Name

By: \_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Paula Sorensen Administrator of Fiscal Management  
CAPITAL DEVELOPMENT BOARD

**Agenda Item #8F**

**FY2019 Audit**

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: October 15, 2019

RE: FY2019 Audit

CliftonLarsonAllen LLP, has completed the financial statement audit of Illinois Eastern Community Colleges for the year ended June 30, 2019. The audit team spent a total of three weeks on sight performing their audit over the financial statements and the federal awards schedule.

The Audit Committee comprised of Trustee John Brooks and Trustee Jan Ridgley met with the Chief Executive Officer, the Chief Financial Officer, and the independent auditors on October 4, 2019.

I ask that the Board pass the resolution to accept the audit and have it forwarded to the Illinois Community College Board by December 31, 2019.

MH/akb

Attachment

**RESOLUTION OF THE BOARD OF TRUSTEES**

**ANNUAL AUDIT**

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community College District 529,

WHEREAS, it is required that the Board of Trustees review and accept the annual audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board,

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community College District #529, accepts and approves the annual audit of the district as submitted by CliftonLarsonAllen LLP.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes the Chief Executive Officer to submit the audit to the Illinois Community College Board.

By order of the Board of Trustees.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**Agenda Item #8G**  
**Resolution Establishing Tax Levy Hearing**



MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: October 15, 2019  
RE: Resolution Establishing Tax Levy Hearing

The Board of Trustees annually adopts a resolution establishing the District's estimated tax levy. If the adoption of that resolution results in a greater than 5% increase in the proposed property tax levy over the previous year's extension (exclusive of bond and interest costs), a tax levy hearing must be held.

The resolution which follows would:

- 1) Establish a fiscal year of July 1, 2020 – June 30, 2021.
- 2) Require the publication of a public notice of a hearing on the tax levy.
- 3) Require a hearing on November 19, 2019.
- 4) Notify the public that a tax levy would be adopted by the Board on November 19, 2019.

I ask the approval of the Resolution Establishing a Tax Levy Hearing.

MH/akb

Attachment

**RESOLUTION**

**ESTIMATED 2019 TAX LEVY**

**HEARING**

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2019 for taxes due and collectible in 2020:

1. Date of Fiscal Year: July 1, 2020 - June 30, 2021.
2. Publication of Notice of Public Hearing on Tax Levy: After November 5, 2019 and before November 12, 2019.
3. Public Hearing on Tax Levy: November 19, 2019, at the hour of 7:00 p.m. local time, Frontier Community College, Fairfield, Illinois.
4. Adoption of Tax Levy: November 19, 2019, following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES  
ILLINOIS EASTERN COMMUNITY COLLEGE  
DISTRICT NO. 529

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Chairman, Board of Trustees Date

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Secretary, Board of Trustees Date

**Agenda Item #8H**  
**2019 Estimated Tax Levy Resolution**

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: October 15, 2019

RE: 2019 Estimated Tax Levy Resolution

Each year the Board of Trustees certifies the District's estimated tax levy for the year. The 2019 estimated tax levy resolution for taxes due and collectible in 2020 follows this memo.

The resolution establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, and unemployment and other insurance.

I ask the Board's approval of this Estimated Tax Levy Resolution.

MH/akb

Attachment

**RESOLUTION REGARDING ESTIMATED AMOUNTS  
NECESSARY TO BE LEVIED FOR THE YEAR 2019**

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2018 was:

Education Purposes	\$2,768,947
Operations and Maintenance Purposes	1,186,692
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	785,000
Audit	<u>79,113</u>
 Total	 \$4,819,752

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2019 is as follows:

Education Purposes	\$2,925,000
Operations and Maintenance Purposes	1,270,000
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	790,000
Audit	<u>82,000</u>
 Total	 \$5,067,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2018 was \$2,160,925; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2019 is \$2,188,350.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

- Section 1:** The aggregate amount of taxes estimated to be levied for the year 2019, exclusive of bond and interest costs, is \$5,067,000.
- Section 2:** The aggregate amount of taxes estimated to be levied for the year 2019, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2018.
- Section 3:** The aggregate amount of taxes estimated to be levied for the year 2019 for debt service is a 1.3% increase over the taxes extended for debt service for 2018.
- Section 4:** Public notice shall be given in the following newspapers of general circulation in said district,

- Marshall Advocate, Clark County
- Clay County Advocate-Press, Clay County
- Robinson Daily News, Crawford County
- Toledo Democrat, Cumberland County
- The Prairie Post, Edwards County
- McLeansboro Gazette, Hamilton County
- Newton Press-Mentor, Jasper County
- Lawrenceville Daily Record, Lawrence County
- Olney Daily Mail, Richland County
- Mt. Carmel Register, Wabash County
- Wayne County Press, Wayne County
- Carmi Times, White County/Hamilton County

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

**NOTICE OF PROPOSED TAX INCREASE FOR  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2019 will be held on November 19, 2019, at 7:00 p.m. at Frontier Community College, Fairfield, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Ryan Hawkins, Chief Financial Officer, 233 East Chestnut Street, Olney, IL 62450; phone: 618.393.2982.

- II. The corporate and special purpose property taxes extended or abated for the year 2018 were \$4,819,752.

The proposed corporate and special purpose property taxes to be levied for 2019 are \$5,067,000. This represents a 5.1% increase over the previous year extension.

- III. The property taxes extended for debt service for 2018 were \$2,160,925.

The estimated property taxes to be levied for debt service and public building commission leases for 2019 are \$2,188,350. This represents a 1.3% increase over the previous year.

- IV. The total property taxes extended or abated for 2018 were \$6,980,677.

The estimated total property taxes to be levied for 2019 are \$7,255,350. This represents a 3.9% increase over the previous year extension.

**Section 5:** This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 15th day of October 2019.

BOARD OF TRUSTEES  
ILLINOIS EASTERN COMMUNITY COLLEGES  
COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD,  
CUMBERLAND, EDWARDS, HAMILTON, JASPER,  
LAWRENCE, WABASH, WAYNE AND WHITE  
STATE OF ILLINOIS

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

ATTEST:  
\_\_\_\_\_  
Secretary

**Agenda Item #8I**

**Transfer of Property**



MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: October 15, 2019  
RE: Transfer of Property

The District currently owns property which adjoins the recently developed motel property which adjoins the Olney Central College campus. TrustBank wishes to purchase this 77 foot by 105 foot parcel on the north side of the Parkside Plaza Subdivision adjoining OCC property.

TrustBank would construct a drive thru facility on the property and needs the additional .18 acre, more or less, to have enough room for the facility.

The property owned by the District, combined with an additional purchase of property of the current owner of the motel property, would allow TrustBank to design and build the desired facility and provide room for future growth.

The construction of this bank facility enhances our current excellent relationship with the community and Carle Richland Memorial Hospital.

I ask the Board's approval of the offer to purchase said real estate.

MH/rs

Attachment

REAL ESTATE PURCHASE AGREEMENT  
IECC

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into by and between The Illinois Eastern Community College District No. 529, (the "Seller"), and TrustBank, a corporation (the "Buyer").

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. SALE AGREEMENT; PROPERTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, on the terms hereinafter stated, the following described real estate:

A parcel of land containing .18 acres, more or less, generally described as all that land which is bordered on the West and South sides by Lot Three (3) in Parkside Plaza Subdivision to the City of Olney, and having a common North boundary line with said Lot Three (3), extending Easterly along the North line beginning at the Northeast Corner of Lot Three (3), to the IL Route 130 right of way, being a parcel of land that is approximately 105 feet East/West, and approximately 77 feet North/South, generally located Northeast of Lot Three (3) of Parkside Plaza Subdivision, as shown on the attached map. PIN: 06-33-401-140 (part)

(Complete legal description will be that as determined by a survey and title insurance commitment)

together with all improvements and fixtures located thereon, if any, and all rights, easements, and other interests appurtenant thereto (collectively, the "Property"), subject only to the Permitted Exceptions as defined herein. A preliminary general depiction of the Property is attached hereto as Exhibit A.

1.1 CONTINGENCY: In addition to other provisions set forth below related to inspections, providing merchantable title, etc., is further understood and agreed that Buyer's agreement to purchase this property is contingent upon:

A. Buyer's Board of Directors approving this transaction.

B. Buyer successfully acquiring the adjoining property from Eric and Karen Seals that is generally described as a Part of Lot Three (3) in Parkside Plaza Subdivision which lies adjacent to the property hereinabove described.

In the event Buyer is unable to obtain Board approval, or acquire the adjoining property, any earnest money shall be returned to Buyer.

2. PURCHASE PRICE. (The final purchase price to be paid by Buyer to Seller will be finally determined prior to closing by a Survey which specifies the total square footage of the property being convey, multiplied by \$4.50 per square foot).

For purposes of this Agreement, the initial purchase price is based on Eight Thousand Eighty Five Square Feet (8,085 sq.ft.) and is Thirty Six Thousand Three Hundred Eight Two Dollars (\$36,382.00), which amount shall be adjusted based on the actual square footage as established by the Survey, and shall be paid as follows:

2.1 Earnest Money. Upon Seller's execution of this Agreement, Buyer shall deposit \$5,000.00 in current U.S. funds with Richland County Abstract Company, 130 E. Market St., Olney, IL 62450, as Escrow Agent, to be applied against the Purchase Price at Closing (as defined below) or otherwise disposed of pursuant to the terms of this Agreement.

2.2 Cash Payment. At Closing, Buyer shall pay to Seller the balance of the Purchase Price, subject to adjustment as hereinafter provided.

### 3. ESCROW OF EARNEST MONEY.

The Escrow Agent shall deliver the Earnest Money to the Closing Agent at closing, for application to the sales proceeds, unless Buyer elects to terminate this Agreement pursuant to the provisions herein contained.

In the event Seller shall default in the terms hereof, Buyer may provide the Escrow Agent a written notice requesting the earnest money be returned to Buyer. In the event Buyer shall default in the terms hereof, Seller may provide the Escrow Agent a written notice requesting the earnest money be forfeited to Seller. The Escrow Agent shall send a copy of any such request to the other party within two business days. Unless the defaulting party shall notify the Escrow Agent, in writing, of an objection thereto within five (5) business days of receipt of the written notice of default, the Escrow Agent shall be authorized to remit the funds to the non-defaulting party. In the event of litigation between Seller and Buyer, the Escrow Agent shall deliver the Earnest Money to the clerk of the court in which said litigation is pending.

3.1 Limitation of Liability of Escrow Agent. The Escrow Agent may act upon any instrument or other writing it reasonably believes to be genuine and signed and presented under proper authority, and shall not be held liable in connection with any such action, except in the case of the Escrow Agent's willful default or gross negligence. Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless from all loss, liabilities, cost and

expenses arising from its compliance with this Section 3, including, without limitation, reasonable attorneys' fees and court costs.

#### 4. TITLE AND SURVEY REVIEW.

4.1 Title Commitment. As soon after the Effective Date as reasonably possible, Buyer shall obtain a commitment for issuance of an ALTA owner's title insurance policy, with extended coverage, insuring title to the Property to be good and marketable fee simple (the "Commitment")

4.2 Legible copies of all recorded documents constituting exceptions under the Commitment (collectively, the "Exception Documents").

4.3 Survey. Buyer shall, at its own cost will obtain a new survey for the property (the "Survey").

4.4 Title Objections; Cure Period. After Buyer's receipt of the last of the Commitment and Exception Documents, Buyer shall give written notice to Seller of any matters contained therein to which Buyer objects, has comments or wants additional information on and any pre-Closing requirements (the "Title Objection Letter"). Seller shall have until Closing to cure objections set forth in the Title Objection Letter and shall exercise reasonable efforts in doing so; provided that, in any event, Seller shall be obligated, at Closing, to (i) remove exceptions relating to monetary or other liens which may be removed upon the payment of money, (ii) satisfy Seller's requirements under the Commitment, and (iii) provide the deliverables set forth in Section 8 below). If an objection is not timely cured or requirement timely satisfied, in addition to any other remedies available hereunder, Buyer shall have the option to either (a) waive the same, or (b) terminate this Agreement and receive a refund of the Earnest Money (along with any interest earned thereon), in which event both parties will be relieved of any further liability hereunder (except as otherwise expressly provided herein).

#### 5. DUE DILIGENCE; BUYER'S INSPECTION PERIOD.

5.1 Seller's Due Diligence Deliveries. Within 10 days after the Effective Date, Seller shall deliver to Buyer all plans, engineering or environmental reports, surveys and records, in Seller's possession or control, which relate to the ownership, development, operation or condition of the Property or any part thereof. Upon termination of this Agreement other than through Closing, Buyer shall promptly return the same to Seller.

5.2 Inspection. Seller agrees that Buyer, its representatives and agents, will be permitted a period of forty five (45) days, from the date of execution of this agreement by both Buyer and Seller, within which to enter upon and inspect the Property and to conduct, at Buyer's expense, any and all feasibility, environmental, soil samples, or other studies, analyses or examinations of the Property as Buyer deems necessary or desirable, and to satisfy itself with regard to zoning

and permitting issues, availability of utilities, and all other matters related to the Property and/or Buyer's development thereof. Upon notice to Seller, Buyer shall have the option to extend the Inspection Period for an additional 45-day period.

If during the Inspection Period, Buyer, in its sole and absolute discretion, determines that the Property is unsatisfactory in any respect, Buyer shall have the option to terminate this Agreement by written notice to Seller. In such event, Buyer shall repair any material damage to the Property caused by Buyer in the exercise of its rights under this Section 5 and the Earnest Money, along with any interest earned thereon, shall immediately be returned to Buyer and both parties will be relieved of all obligations hereunder (except as otherwise expressly provided herein). Buyer agrees to indemnify and hold Seller harmless from all claims or costs arising or resulting from Buyer's inspections pursuant to this Section 5. This obligation shall survive any termination of this Agreement.

6. SELLER'S WARRANTIES. Seller represents and warrants the following as of the Effective Date and the Closing:

6.1 Authority of Seller. Upon full execution, this Agreement will be valid and binding upon Seller, and enforceable against Seller in accordance with its terms.

6.2 No Violations/Conflicts. The execution by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not and will not (a) conflict with or result in a breach of any of the terms or provisions of (i) any bond, debenture, note or other evidence of indebtedness, or (ii) any contract, indenture, mortgage, loan agreement, lease, joint venture or other agreement or instrument to which Seller is a party or by which Seller or the Property is bound; or (b) result in any violation of any governmental requirement, ordinance, regulation, law or statute.

6.3 Eminent Domain. To the best of Seller's knowledge, there are no pending or threatened governmental proceedings in eminent domain, for rezoning, for building moratorium or otherwise, which would affect the Property.

6.4 Litigation. There are no legal actions, suits or other legal or administrative proceedings or investigations pending or threatened against Seller or the Property, and Seller is not aware of any facts that might result in any such action, suit, investigation or other proceeding.

6.5 Taxes and Assessments. Except in regard to ad valorem taxes which are not yet delinquent, no claim or liability is pending or has been assessed or asserted against Seller or the Property in connection with any ad valorem taxes, special assessments or other impositions, including without limitation personal property taxes.

6.6 No Agreements or Commitments. Except as disclosed in writing to Buyer prior to the Effective Date, Seller has not entered into (i) any agreement, lease, option, right of first refusal, commitment or arrangement granting to any person or entity, other than Buyer, the present or future right to purchase, occupy, lease or otherwise acquire an interest in the Property or any part thereof, (ii) any agreement, commitment or arrangement regarding the development of the Property or any part thereof and from the Effective Date through Closing, Seller will not enter into any such agreement or arrangement or any service agreement affecting the Property or any part thereof, without Buyer's prior written approval.

6.7 Governmental Action/Requirement. Seller has not received notice of any violation of any ordinance, regulation, law or statute from any governmental agency pertaining to the Property, or any part thereof, and to the best of Seller's knowledge, no governmental or quasi-governmental authority has imposed any requirement that a developer of the Property pay, whether directly or indirectly, any special fees or contributions, or incur any expenses or obligations, in connection with any development of the Property, or any part thereof.

6.8 Independent Parcel. To Seller's knowledge, the Property is an independent parcel which does not rely on any drainage, sewer, access, structural or other facilities located on any property other than the Property to: (i) fulfill any zoning, building code or other municipal or governmental requirement, (ii) furnish the Property any utilities, or (iii) fulfill the requirements of any agreement affecting the Property.

6.9 Environmental. To the best of Seller's knowledge:

(i) No Hazardous Materials (as defined herein) are now located on, under or at the Property, and neither Seller nor any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under or at the Property.

(ii) No part of the Property contains any asbestos or asbestos containing materials, any polychlorinated biphenyls ("PCBs"), or any underground storage tanks ("USTs"), or has ever been used as a dump site or storage site (whether permanent or temporary) for any Hazardous Materials.

(iii) No property adjoining the Property is being used, or has been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Materials nor is any other property adjoining the Property affected by Hazardous Materials contamination.

(iv) No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials contamination is proposed, threatened, anticipated or in existence with respect to the Property.

As used herein, "Hazardous Materials" means those elements or compounds, including, but not limited to asbestos, petroleum products and PCBs, which are now or at any time hereafter contained in the list of hazardous substances adopted by the Environmental Protection Agency ("EPA") or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, flammable, infectious or radioactive by any of the Environmental Laws. "Environmental Laws" means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders, or decrees now or hereinafter promulgated relating to (a) pollution; (b) protection of human health, natural resources or the environment; (c) the treatment, storage or disposal of Hazardous Materials; or (d) the emission, discharge, release, or threatened release of Hazardous Materials into the environment.

6.10 Wetlands. No part of the Property is wetlands property.

The foregoing representations and warranties will survive the Closing, will not be merged into the documents executed at or in conjunction with the Closing, and will not be affected by an investigation, verification or approval by a party.

7. TIME AND PLACE OF CLOSING. Subject to the Contingencies identified in Section 1.1 above, Section 5 and Section 15, the consummation of the transaction contemplated by this Agreement (the "Closing") shall take place on a date mutually agreed to between the parties, but no later than January 10, 2020, subject to the reasonable approval of Seller. The parties intend that this transaction shall close at or about the same time as Buyer's purchase of adjoining land from Eric and Karen Seals. The Closing will take place at the offices of Richland County Abstract Company, Olney, IL, or at such other place as may be agreed to by Buyer and Seller.

8. SELLER'S DELIVERIES AT CLOSING. At Closing, Seller shall deliver to Buyer or the Title Company, as applicable, the following:

8.1 Deed. A duly-executed and acknowledged original General Warranty Deed conveying to Buyer marketable fee simple title to all of the Property (the "Deed") free of all liens and encumbrances and defects in title other than those acceptable to Buyer under Section 4.4 above (the "Permitted Exceptions").

8.2 Lien and Possession Affidavit(s). An Affidavit or Affidavits executed by Seller, to the effect that (i) the Property is free from claims for mechanics', materialmen's and laborers' liens and (ii) there are no parties in possession of the Property or any part thereof, with such Affidavit(s) to be in form acceptable to the Title Company and sufficient to permit deletion of the pertinent standard exceptions.

8.3 FIRPTA. An affidavit executed by Seller, in the form required by law, that Seller is not a "foreign person" as defined in the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), Section 1445 of the Internal Revenue Code, as amended from time to time.

8.4 Possession. Possession of the Property.

8.5 Closing Statement. The closing statement, prepared by the Title Company, reflecting the financial terms of the transaction contemplated by this Agreement (the "Closing Statement"), executed by Seller.

8.6 Further Instruments. Any and all further instruments which Buyer or the Title Company shall reasonably request of Seller in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

9. BUYER'S DELIVERIES AT CLOSING. At Closing, Buyer shall deliver to Seller (i) the remainder of the Purchase Price, subject to proration and adjustment, as provided herein; (ii) the Closing Statement, executed by Buyer; and (iii) any and all further instruments which Seller or the Title Company shall reasonably request of Buyer in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

10. CLOSING COSTS. The Closing costs of this transaction will be allocated as follows:

Seller: Title Insurance Commitment and search  
Curative work/recording fees to clear title, if any  
Seller's Attorney fees  
Prorated real estate taxes based upon the latest available tax assessment and rate information.  
Revenue Stamps  
One half of closing or escrow charges

Buyer: Title Insurance expense for mortgagee policy, if any.  
Survey expense  
Buyer's attorney fees  
Recording of deed  
One half of closing or escrow charges

11. BROKERAGE. Buyer and Seller each agree to indemnify, defend and hold harmless the other party from and against any and all liabilities and claims for commissions and fees by persons purporting to have acted on the indemnifying party's behalf in regard to the Agreement. The obligations of this Section 11 shall survive the Closing.



## 12. DEFAULT AND REMEDIES.

12.1 Buyer's Default - Seller's Remedy. If Buyer defaults in its performance hereunder (except as excused by Seller's default) and fails to cure such default within 10 days after receipt of written demand therefore from Seller, then Seller shall have the exclusive option to either (i) waive the default, or (ii) terminate this Agreement by written notice to Buyer and upon such termination Seller shall be entitled to receive the Earnest Money (along with any interest earned thereon) as liquidated damages and not as a penalty, it being specifically agreed that the actual damages to Seller as a result of Buyer's default would be difficult or impossible to ascertain. Upon such termination and receipt of the Earnest Money, the parties will be discharged from any further obligations and liabilities hereunder (except as otherwise expressly provided herein).

12.2 Seller's Default - Buyer's Remedy. If Seller defaults in its performance hereunder (except as excused by Buyer's default) and fails to cure such default within 10 days after receipt of written demand therefore from Buyer, or in the event any of Seller's representations or warranties are found to be false in any material respect, Buyer shall have the option to (i) seek specific performance, (ii) waive such default, or (iii) terminate this Agreement by written notice to Seller and upon such termination the Earnest Money (along with any interest earned thereon) shall be returned to Buyer and Buyer may, if it so elects, pursue against Seller any and all available remedies, including but not limited to damages in an amount not to exceed Buyer's Cost (as defined herein). For purposes of this Section 12.2, "Buyer's Cost" shall mean expenses, if any, actually incurred by Buyer in (a) obtaining the Commitment and Survey, including any attendant expenses for related municipal or other searches; (b) exercising its rights under Section 5 above in regard to Buyer's due diligence and inspection of the Property, including without limitation, the cost of any environmental studies or assessments, engineering reports, site development plans, traffic studies, or other investigations or testing; and (c) utilizing third-parties in relation to the negotiation of this Agreement and/or under Section 4 or Section 5, including without limitation, engineers, consultants and attorneys.

13. INDEMNITY. Seller agrees to defend, indemnify and to hold Buyer harmless from any claim, action, demand, judgment, cost and expense (including without limitation, reasonable attorneys' fees) (i) arising or resulting from Seller's breach of any term, agreement, representation, warranty, or covenant in this Agreement, or (ii) related to the Property, to the extent arising or relating to an event occurring prior to the date of Closing, no matter when the same is instituted (i.e. prior to or after the date of Closing), whether in tort or contract, and whether the same be filed in court or not. The foregoing indemnification obligation is in addition to any other indemnity obligations under this Agreement and shall survive the Closing or earlier termination of this Agreement.

14. CASUALTY LOSS; EMINENT DOMAIN. All risk of loss by fire or other casualty in relation to the Property will be on Seller up to and including the date of Closing. If eminent domain proceedings are commenced with respect to any part of the Property prior to the date of Closing, or if Buyer is advised by any authority having eminent domain powers that a

condemnation of any part of the Property is contemplated, then Buyer, at its option, may (i) terminate this Agreement, in which event the Earnest Money (along with any interest earned thereon) shall be returned to Buyer and the parties will be relieved of all obligations hereunder (except as otherwise expressly provided herein); or (ii) continue this Agreement in force, in which event any condemnation proceeds received by Seller shall be immediately paid over to Buyer (or escrowed with the Title Company for the account of Buyer, if prior to Closing), which obligation of Seller will survive the Closing.

15. CONDITIONS PRECEDENT TO OBLIGATION OF BUYER TO CLOSE. Each of Buyer and Seller acknowledge and agree that (i) the nature of Buyer's intended development of the Property requires the satisfaction of substantial due diligence including, without limitation, receipt of multiple permits, authorizations, and the like from governmental authorities, the timing of which is not wholly within Buyer's control; (ii) while the time periods in this Agreement are intended to be sufficient, the date of the Closing may need to be postponed as necessary to allow the conditions below to be satisfied, provided Buyer is acting in good faith and with due diligence in pursuing the same; and (iii) the foregoing is a material consideration for Buyer to consummate the transaction contemplated by this Agreement. In addition, the obligation of Buyer to close under this Agreement is subject to the following:

15.1 Title. Prior to Closing, Buyer shall have received and approved of a pro forma title policy, indicating the Title Company's agreement to issue, in due course, an ALTA owner's policy of title insurance including extended coverage, in form materially consistent with Buyer's title objection letter and including any endorsements thereto reasonably requested by Buyer (the "Title Policy").

15.2 Performance of Obligations. Seller shall have (i) executed and delivered to Buyer or the Title Company all of the documents required to be delivered by Seller at Closing, (ii) taken all other action required of Seller at the Closing, and (iii) performed or observed all of the obligations and covenants of and required by Seller pursuant to this Agreement prior to or as of the Closing.

15.3 Permits and Approvals. Buyer shall have received all permits, consents, and approvals from all governmental authorities having jurisdiction which may be necessary or desirable for Buyer's intended development of the Property.

15.4 Removal of Items. Seller shall have removed all personal items (except for those that constitute part of the Property), if any, from the real property constituting a part of the Property. In addition, (i) Buyer shall have no duty, liability or obligation to Seller or any third party with regard to any personal items not so removed by Seller; (ii) Buyer shall be entitled to dispose of any such property in any manner permitted by applicable law; and (iii) Seller shall defend, indemnify and hold Buyer harmless from and against any claim, liability, damage or expense related thereto, which indemnity will survive the Closing. The foregoing rights and obligations of this Section shall survive the Closing.

If any condition precedent is not timely satisfied, Buyer shall have the right, at its option, to (i) terminate this Agreement by written notice to Seller, in which event, the Earnest Money (along with any interest earned thereon) shall be immediately returned to Buyer and both parties shall be relieved of all obligations hereunder (except as otherwise expressly provided herein), or (ii) extend the Closing as necessary to allow such condition(s) to be satisfied, provided Buyer is acting in good faith and with due diligence in pursuing the same.

16. NOTICE. All notices or other communication hereunder must be in writing (except where expressly permitted otherwise) and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid; (ii) nationally recognized overnight courier service; or (iii) electronic transmission (e-mail or facsimile), addressed as follows (unless written notice of change thereof is provided):

To Seller: Illinois Eastern Community College District #529  
Attn: Marilyn Holt, CEO  
233 E. Chestnut St.  
Olney, IL 62450

To Buyer: TrustBank  
Attn: Dan Eichelberger, President  
600 E. Main St.  
Olney, IL 62450

with a copy to: Ray W. Vaughn, attorney  
108 E. Main St.  
Olney, IL 62450  
618 392-0000  
vaughnlaw308@gmail.com

Notice shall be deemed received on the earlier of (a) actual receipt, (b) 3 business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if by electronic transmittal, the day of transmission, provided that the transmission is completed no later than 5:00 p.m. CT on a business day and an original of the notice is simultaneously sent via overnight courier or U.S. Mail. Any notice or communication not received because of a change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, will be deemed received, notwithstanding the same, as set forth above.

17. CONFIDENTIALITY; NON-DISCLOSURE. Buyer and Seller hereby agree that all aspects of the transaction contemplated by this Agreement shall be kept strictly confidential and acknowledge that disclosure of the fact that the parties have entered into this Agreement or of any of the terms hereof could cause irreparable harm to Buyer. Except as may be required by

law or as may be necessary to evaluate the Property in connection with the purchase contemplated by this Agreement, Buyer and Seller shall not divulge any information to other persons or entities, including, without limitation, appraisers, real estate brokers, competitors of the parties, or any other prospective purchasers; provided, however, that the foregoing shall not preclude Buyer from disclosing information to its employees, agents and professional advisors, or Seller from disclosing information to individuals upon prior written consent of Buyer, so long as such individuals acknowledge the confidential nature of the information disclosed to them and agree to be bound by the terms and conditions of this Section. Furthermore, Buyer and Seller, hereby agree that neither will release, or cause or permit to be released, any press notices, publicity (oral or written), or advertising promotion relating to, or otherwise announce or disclose or cause or permit to be announced or disclosed, in any manner whatsoever, the terms, conditions or substance of this Agreement or the transactions contemplated hereby, without first obtaining the written consent of the other party hereto.

18. **OWNER'S AUTHORIZATION.** Seller acknowledges that in connection with Buyer's inspection and feasibility studies with regard to Buyer's intended development of the Property, Buyer may be required to submit certain applications, permit requests, or other documents with governmental authorities or agencies having jurisdiction over the Property. Accordingly, Seller shall cooperate with Buyer, at Buyer's sole expense, in connection with any such applications, permit requests, or the like, within five (5) days following a request from Buyer therefor.

19. **MISCELLANEOUS.** Time is of the essence in this Agreement. This Agreement embodies the entire understanding with respect to the subject matter hereof, may not be modified except by a written instrument signed by the parties and shall be binding upon and inure to the parties, their respective successors and assigns. The parties acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors (or had the opportunity to have its own counsel and advisors) and that each has reviewed and participated in the drafting of this Agreement. The fact that this Agreement was prepared by Buyer's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of (i) this Agreement, (ii) any exhibits to this Agreement, or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement. If any provisions of this Agreement is held to be void or unenforceable, such provision will be deemed modified so as to conform as nearly as possible to the void or unenforceable provision while still remaining valid and enforceable, and the remaining terms of this Agreement shall not be affected. This Agreement may be executed by facsimile, electronic or original signature of the parties and in any number of counterparts, each of which (assuming no modification or alteration) will constitute an original and all of which, when taken together, will constitute one and the same instrument. It is the intent of the parties that, to the extent lawful, the laws of the State of Illinois will govern the validity and interpretation of this Agreement. Except as otherwise provided in this Agreement, the rights of Seller can be assigned, in whole or in part, only upon the prior written consent of Buyer. Buyer may assign

this Agreement, in whole or in part, provided that the assignee assumes all obligations of Buyer under this Agreement. If either party commences legal action against the other to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto. If the terms of this Agreement provide for performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

EXECUTED BY THE PARTIES, to be effective as of the Effective Date.

SELLER:

Illinois Eastern Community College  
District #529

By: \_\_\_\_\_  
Marilyn Holt, CEO

Date: \_\_\_\_\_

BUYER:

TrustBank, a corporation

By: \_\_\_\_\_  
Dan Eichelberger, President

Date: \_\_\_\_\_

Document prepared by:  
Ray W. Vaughn  
Attorney at Law  
108 E. Main St.  
Olney, IL 62450  
618 392-0000

OFFER TO PURCHASE REAL ESTATE

To: Illinois Eastern Community College District #529  
c/o Marilyn Holt, CEO  
233 E. Chestnut St., Olney, IL 62450

From: TrustBank  
Dan Eichelberger, President  
600 E. Main St.  
Olney, IL 62450

The undersigned offers to purchase from Illinois Eastern Community College District #529, the following real estate:

A parcel of land containing .18 acres, more or less, generally described as all that land which is bordered on the West and South sides by Lot Three (3) in Parkside Plaza Subdivision to the City of Olney, and having a common North boundary line with said Lot Three (3), extending Easterly along the North line beginning at the Northeast Corner of Lot Three (3), to the IL Route 130 right of way, being a parcel of land that is approximately 105 feet East/West, and approximately 77 feet North/South, generally located Northeast of Lot Three (3) of Parkside Plaza Subdivision, as shown on the attached map. PIN: 06-33-401-140 (part)

(Complete legal description will be that as determined by a Survey)

Summary of Proposed Terms:

1. Purchase Price: Thirty Six Thousand Three Hundred Eight Two Dollars (\$36,382.00), based on a price of \$4.50 per sq. ft., which amount shall be adjusted based on the actual square footage as established by the Survey. \$5,000.00 deposited as Earnest Money
2. Time: Buyer allowed 45 days to conduct due diligence and inspections. Buyer may extend the inspection period by an additional 45 days.
3. Survey: Property survey to be prepared by Registered Illinois Land Surveyor, at Buyer's expense.
4. Title: Seller to provide title insurance commitment.
5. Contingencies: A. Buyer's Board of Directors approving this transaction.  
B. Buyer successfully acquiring the adjoining property generally described as Part of Lot 3 in Parkside Plaza Subdivision.
6. Other Terms: See attached Real Estate Purchase Agreement.

Offer to Purchase  
Page 2

7. Closing: Buyer desires to close on or before January 20, 2020, and to coordinate the closing with its purchase of adjoining land from Eric and Karen Seals.

\_\_\_\_\_  
Date

TrustBank

By: \_\_\_\_\_  
Dan Eichelberger, President

**Agenda Item #8J**

**Memorandum of Understanding with WADI Head Start**



MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: October 15, 2019  
RE: Memorandum of Understanding with Wabash Area Development Head Start

The Wabash Area Development Corporation operates the Head Start/Early Head Start Program and wishes to implement a Memorandum of Understanding (MOU) with the District/Wabash Valley College operated Small World dealing with Pre-Kindergarten children.

Under the agreement, each party will work collaboratively to screen and select Pre-Kindergarten children and refer children to each other's programs and obtain parental consent when required.

The MOU deals with special education requirements and providing early intervention and smooth transition into the school system. The parties agree to one on one training for Head Start staff and Head Start teachers dealing with special needs children. A major portion of the agreement deals with a Kindergarten transition agreement and allows for anticipation, orientation, and information sharing with the families leaving Head Start and going into Kindergarten.

I ask the Board's approval of this Memorandum of Understanding between the Wabash Area Development and IECC/Wabash Valley College/Small World.

MH/rs  
Attachment

MEMORANDUM OF UNDERSTANDING  
AND  
LINKAGE AGREEMENT  
BETWEEN  
WABASH AREA DEVELOPMENT INC. HEAD START/EARLY HEAD START PROGRAM  
And  
SMALL WORLD – WABASH VALLEY COLLEGE

**PRE-K AGREEMENT**

*\*This is a collaborative agreement which describes the intentions for the above two entities to work in partnership to support early childhood care and education of the families with preschool age children in the community.*

In order to support comprehensive services and support for these families both parties agree to:

1. Establish and maintain open lines of communication with each other.
2. After children have been screened, meet with Head Start for the selection process for appropriate placement.
3. If families selected for the school Pre-K program are already enrolled in Head Start, it will be explained to families that they need to remain in Head Start as both programs are collaborating with this Preschool for All/Pre-K program. Head Start can provide many services that Pre-K cannot (health, dental, vision, etc). The school can provide center-based services that Head Start does not.
4. Routinely refer children to each others program and share waiting lists with each other.
5. When applicable with parent consent, each partner will release development screening results, health screenings, medical information, etc. in order for families to receive services in each program.

**SPECIAL EDUCATION AGREEMENT**

*The following agreement is for the purpose of promoting cooperation in serving families with children who may be in need of special education. **It is not a legally binding contract.***

**Head Start agrees to:**

1. a. Screen all children enrolled for potential problems in the areas of physical and dental health within 90 days of enrollment.  
  
b. Screen all children enrolled for potential problems in speech, vision, hearing and development within 45 days of enrollment.

- c. Complete other assessments through observation and discussion with parents.
  - d. Obtain a child development history on each child.
2. All children failing any section of the developmental rescreen will be referred to the school district, with parent permission, for further evaluation. We will complete referral paperwork and include results from our screenings. We will assist parents with transportation to the school for evaluations and meetings. We will assist the school in contacting parents and relaying messages.
  3. We wish to participate in all conferences including the IEP and Annual Review. Head Start staff that may attend will be the teacher/home visitor, health staff, or site supervisor depending on conditions and availability of staff.
  4. Head Start will dual enroll children with the school district as deemed appropriate in the IEP. We will attempt to accommodate placement in our classroom or home based program. Head Start is willing to be a placement option for children eligible for Special Education and related service if deemed appropriate at the IEP and parents are in agreement.
  5. We will conference with all teachers of dual enrolled children to ensure continuity of programs, building on and reinforcing the objectives set on the IEP.
  6. Head Start will obtain written consents of parents to share all information to and from the school district. We will request copies of all evaluations done and all conferences including the IEP. We will observe confidentiality of the information shared.
  7. We will notify you of any child in our Early Head Start program meeting disability criteria who turns three years old at least six months in advance of their turning three years of age.
  8. Head Start will assist parents in understanding their rights under the provisions of Part B IDEA.

Head Start will participate in transition meetings with Early Intervention and the local school district for all children with disabilities entering the school systems. Head Start will prepare the child and parent for a smooth transition into the school system. Visiting and conference activities will be coordinated with the school personnel.

Head Start will collaborate with the school district to provide one-on-one training to Head Start staff working with the dual enrolled child. An example of this training might be for the Head Start teacher/home visitor to observe and work with the child and the speech therapist during a session.

**The school district agrees to:**

1. Refer to Head Start when a child does not meet eligibility requirements for a school program or when dual enrolling with Head Start would benefit the child.

2. Invite Head Start staff to attend staffing, IEP and other reviews and/or ongoing conferences on all children in Head Start. If possible, CC the copy of the letter sent to the parent of the child enrolled in the Head Start program.
3. Contact Head Start for our assistance when there is difficulty connecting with or getting response from a parent.
4. Conduct evaluations as needed on children referred for further assessments when the Head Start screening indicates a concern.
5. With written consent of parent, share reports both verbally and written with the appropriate Head Start staff.

### **KINDERGARTEN TRANSITION AGREEMENT**

*The following section is for the purpose of promoting smooth and timely transition for the children and families leaving Head Start and going to kindergarten. This agreement allows for anticipation, orientation and information sharing for the families leaving Head Start and going into kindergarten.*

#### **Head Start agrees to:**

1. Provide all families leaving Head Start to go on to kindergarten with the booklet, “*Head Start to Kindergarten: Another Step Forward*”. The booklet will include a listing of all schools addresses, phone numbers, principal’s name, and names of the kindergarten teachers in Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White County school districts.
2. Encourage families to participate in their pre-school round-up and kindergarten registrations. Head Start will provide transportation assistance if necessary.
3. Give the families a copy of their child’s physical, dental and shot records from the program’s files to take with them to their child’s kindergarten registration.
4. Plan, do, and review transition activities with families to help with concerns and raise awareness of the important development milestones. Examples of activities are: reading books about kindergarten and separation, drawing pictures, making books, role playing, etc.
5. Plan, do, and review field trips to local kindergarten classrooms.

#### **The school district agrees to:**

1. Provide Head Start with the needed information for compiling the transition booklet.
2. Contact Head Start Education Coordinator with kindergarten registration dates to assist in keeping families informed.
3. Support the Head Start kindergarten field trip.

4. Support Head Start families' and children's participation in activities during the Head Start kindergarten field trip.

***\*The following outlines steps to coordinate activities with the local educational agencies serving Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White Counties in which children participating in the Head Start Program will enroll following their departure from Head Start.***

In joint collaboration, both agencies agree to provide the appropriate services to families involved in local service areas of the educational agency. Both agencies and service providers will work together to provide an integrated system of public dissemination and access to programs for families contacting the Head Start program or any of the preschool programs.

Both agencies agree to share information according to the confidentiality guidelines and will not disclose information without written consent.

Both agencies will make and accept referrals meeting the appropriate guidelines, educational activities, curricular objectives and instruction.

Both agencies will work together to meet the needs of the families through selection priorities for eligible children to be served by programs.

Both agencies will respect the human rights and dignity of persons served with provisions of additional services to meet the needs of working parents as applicable.

The collaboration of services will be a united team effort by providing staff training including opportunities for joint staff training in topics such as academic content standard, instructional methods, and social and emotional development.

Both agencies will provide communication and parent outreach for smooth transitions to kindergarten.

Both agencies will address any communication difficulties individually or through intra-agency meetings or program technical assistance.

Both agencies will collaborate as needed in the shared use of facilities, transportation and any other elements agreed to by the parties to such memorandum.

This agreement and memorandum will begin September 2018 and continue through September 2019. Agreement will be reviewed and renewed annual.

\_\_\_\_\_  
School District Representative/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lena M. Hicks, CCAP, Executive Director  
*Wabash Area Development, Inc.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alisa Newman, CCAP, Head Start/Early Head Start Director  
*Wabash Area Development, Inc.*  
Phone: (618) 963-2387  
Fax: (618) 963-2525

\_\_\_\_\_  
Date

**Agenda Item #8K**

**Athletic Training Contract with Wabash General Hospital – WVC**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: October 15, 2019  
RE: Athletic Training Services Contract with Wabash General Hospital - WVC

Wabash General Hospital (WGH) and Wabash Valley College have requested approval for a new Athletic Training Services Agreement.

Wabash Valley College has been extremely satisfied with the services provided under an existing agreement and WVC wishes to extend services for the next academic year. The new agreement developed in conjunction with WGH would provide a full-time athletic trainer for WVC events at no cost. The revised agreement outlines the hospital's coverage policy in the contract to note that sports with greater level of contact get priority over non-contact sports. The term of the agreement would be automatic renewal of 1-year terms unless either party gives proper notice.

I ask the Board's approval of the Athletic Training Services Agreement with Wabash General Hospital.

MH/rs

Attachment



## **ATHLETIC TRAINER SERVICES AGREEMENT**

This ATHLETIC TRAINER SERVICES AGREEMENT (the "Agreement") is made by and between, Wabash General Hospital District, a Hospital District organized pursuant to the Illinois Hospital District Law (70 ILCS 910/1 et seq.) and as an Illinois not-for-profit, tax exempt corporation located at 1418 College Drive, Mount Carmel, Wabash County Illinois (the "Hospital") and Wabash Valley College located at 2200 College Drive, Mount Carmel, Illinois 62863 (the "School") and shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") (Hospital and School are individually referred to as a "Party" and are collectively referred to as "the Parties").

### **RECITALS**

WHEREAS, Hospital employs or contracts with Illinois licensed athletic trainers ("Athletic Trainer(s)") to provide athletic training services ("Services") individually and under the supervision of and in consultation with Illinois licensed physicians including, without limitation, Hospital's employed sports medicine physician and/or School's contracted team physician to schools, students, student-athletes and other individuals in need of such Services within Hospital's service area; and,

WHEREAS, the school desires utilize Hospital's Athletic Trainer(s) to provide Services to be performed for School's students, student athletes at School and/or at School's athletic program practices and sporting events on a limited basis.

NOW THEREFORE, in consideration of the Parties promises, covenants and representations set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

#### **I. Hospital Duties and Responsibilities**

1.1 Hospital agrees to provide School with an Illinois licensed athletic trainer or athletic trainers, as determined in Hospital's reasonable discretion to perform the Services at such times and places as set forth in Exhibit A, which is attached to and incorporated into the terms and conditions of this Agreement.

#### **II. School Duties and Responsibilities**

2.1 School agrees to provide Hospital and Athletic Trainer(s) with such facilities and personnel as are provided in Exhibit B which is attached to and incorporated into the terms and conditions of this Agreement.

#### **III. Financial Relationship between the Parties**

3.1 The Parties agree that the financial relationship between the Hospital and School shall be as set forth in Exhibit C which is attached to and incorporated into the terms and conditions of this Agreement.

IV. Term and Termination

- 4.1 Term. The term of this Agreement shall be for one (1) year commencing on the Effective Date and terminating on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party gives notice of termination at least sixty (60) days prior to (a) the end of the Initial Term or (b) prior to any of the (1) year Renewal Terms thereafter.
- 4.2 Termination. This agreement may be terminated as follows:
- 4.2-1 Termination by Agreement. In the event Hospital and School shall mutually agree in writing, this Agreement may be terminated on terms, conditions and dates stipulated in such writing.
- 4.2-1 Termination without Cause. Each Party shall have the right to terminate this Agreement without cause by giving the other Party at least 90 days prior written notice.
- 4.3 Effect of Termination of the Agreement. If this Agreement is terminated pursuant to this Article IV neither Party will be further obligated to perform under this Agreement, with the exception of (i) obligations which accrued prior to the effective date of the termination and (ii) any obligations or covenants contained in this Agreement which are specifically stated in this Agreement as being extended beyond and surviving the Terms of this Agreement.

V. Miscellaneous

- 5.1 Non-Exclusive Arrangement. The Parties hereby agree that Hospital's provision of Services to School shall be non-exclusive. Hospital may provide Services to any other entity if such activity does not interfere with Hospital's duties and obligations pursuant to this Agreement.
- 5.2 Insurance and Indemnification
- 5.2.1 Hospital agrees to maintain appropriate insurance coverage with respect to the delivery of Athletic Training Services including, without limitation, professional liability insurance coverage.
- 5.2.2 Hospital offers an Athletic Trainer training class which permits high school students to take a course of study for college credit which trains such students to assist Hospital's Athletic Trainer at School events. School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses damages, costs and expenses including

reasonable attorney's fees arising from and related solely to the actions of such Athletic Trainer student assistants participating in Hospital's Athletic Trainer training class.

- 5.2.3 School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses, damages, costs and expenses including reasonable attorney's fees arising from and related solely to any injury to a School student athlete in the event a School representative or other third-party organization authorizes such School student athlete to participate in School sporting events and activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.

Further, Hospital shall have the absolute right to immediately terminate this agreement in the event a School representative, or other third-party organization authorizes a School student athlete to participate in School sporting events and activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.

- 5.3 Independent Contractor Relationship. In providing Services pursuant to this Agreement, the Parties are acting as independent contractors. No relationship of employer and employee, master and servant, or principal and agent is created between the Parties by this Agreement. Neither Party, nor any of a Party's respective employees or agents shall be entitled to the other Party's employee benefits of any kind.
- 5.4 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties to this Agreement.
- 5.5 Assignment. Assignment of this Agreement or the rights of obligations hereunder shall be invalid without the specific written consent of the other Party.
- 5.6 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, licensure requirements, and accreditation standards in the performance of the Parties' duties and obligations under this Agreement.
- 5.7 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire Agreement between the Parties. Neither Hospital nor School shall be entitled to other benefits than those herein specifically enumerated.

- 5.8 Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document. Signatures provided by facsimile and PDF (portable document format) shall be binding as original signatures.
- 5.9 Governing Law. The Agreement will be construed, interpreted, enforced and governed, in all respects, by and under the law of the State of Illinois. Exclusive venue for any dispute between the Parties related to the terms and conditions of this Agreement shall be in the Circuit Court of Wabash County, Illinois.
- 5.10 Notices. Notices of communications herein required or permitted shall be given the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

HOSPITAL

Attn: Karissa Turner  
 President/CEO  
 1418 College Drive  
 Mt. Carmel, IL 62863

With a Copy to:

\_\_\_\_\_  
 \_\_\_\_\_

SCHOOL

Attention: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

With a Copy to:

\_\_\_\_\_  
 \_\_\_\_\_

- 5.11 Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to a judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 5.12 Waiver of Breach. The waiver by either Party of breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.
- 5.13 No Third-Party Beneficiaries. This Agreement is not intended to benefit any person or entity other than the Parties.
- 5.14 Incorporation by Reference; Recitals and Exhibits. The Agreement's Recitals and Exhibits are incorporated by reference into and made a part of this Agreement.

VI. Execution

IN WITNESS WHEREOF, the duly authorized officers and representatives of the Hospital and School have executed this Agreement below.

HOSPITAL

SCHOOL

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

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

Printed: Karissa Turner

Printed: \_\_\_\_\_

Title: President/CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A-1**

### ATHLETIC TRAINER COVERAGE

1. Hospital AT will provide the following:
  - a. Two (2) days of on-site office hours for injury evaluation, treatment and rehabilitation, for a minimum of one (1) hour per day. The Hospital AT may add an additional days of on-site office hours should AT deem it appropriate for continued medical care or acute injury evaluation. Such continued medical care or acute injury evaluation will be “by appointment only”.
  - b. Home event coverage may be provided by agreement of the Parties as to the following:
    - i. Home event is defined as “athletic competition”.
    - ii. Event changes less with less than 24 hours’ notice are not guaranteed coverage.
    - iii. It is the responsibility of the School to notify the Hospital’s AT of any schedule changes as agreed upon in Exhibit B, Section 4.
    - iv. Coverage may not be guaranteed due to schedule conflicts of full-time contracted schools and/or lack of Hospital staff availability.
  - c. Post-Season coverage may be considered by agreement of the Parties upon the following terms:
    - i. The School compensates the Hospital for the AT’s reasonable travel expenses.

## **EXHIBIT A**

### HOSPITAL DUTIES AND RESPONSIBILITIES

1. Hospital's Athletic Trainer (AT) will be available to provide Services to the school on a regularly scheduled basis and as otherwise agreed to by the Parties.
2. Hospital's AT shall be licensed pursuant to the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 et seq.) and shall provide Services to School upon discretion of a team physician or consultation physician which include, without limitation, those duties described in 225 ILCS 5/3 (4) A-J.
3. Hospital's AT will be responsible for opening, closing and supervising School's athletic training facility while providing services at that location, pursuant to the Hospital's Athletic Training Room policy. Hospital's AT will also advise the school as to supply inventory status, requisitioning of supplies and facility management generally.
4. Hospital's AT will keep accurate records of all athletic injuries reported by School student-athletes as occurring during the school athletic events and all rehabilitation procedures administered. The AT will also prepare reports on all athletic injuries sustained by school students during school events for the nursing and athletic offices as may be requested.
5. Hospital's AT acting in cooperation with School's Athletic Director and staff will develop and distribute to Athletic Director, Nurse and coaches the following information: location of emergency phone and phone numbers.
6. Hospital's AT will inspect and take inventory of all the School medical kits prior to the beginning of each season.
7. Hospital's AT will provide coordination between injured student athletes, the School coaching staff, and team or family physician.
8. Hospital's AT will report directly to School's Athletic Director and the Athletic Director's designee when on site. Notwithstanding the foregoing, the AT will report directly to the supervising physician concerning student-athlete clinical issues and treatment.
9. Hospital's AT may be requested to speak for educational programs in the School.
10. Hospital's AT shall notify the Athletic Director, or the Athletic Director's designee if an unforeseen circumstance arises that requires cancelation of AT coverage for a scheduled School event.
11. Hospital agrees that Hospital's AT may attend events according to the following guidelines:

- a) Coverage of sports depends on the availability of the athletic training staff and is subject to change as the situation demands.
- b) Contracted school sporting events are given priority over non-contracted sporting events.
- c) In-season (traditional) sports will be given priority over out-of-season (non-traditional) sports. In-season is defined as the first day of practice and the last regularly scheduled game.
- d) Priority must be taken into account when multiple events are occurring at the same time. **Coverage is based on the amount of contact.** Priority is given first to full-contact, or collision sports, followed by contact sports, then lastly, limited contact sports. See definition below for sport-grouping according to contact.
  - i. In collision sports (eg, boxing, roller derby, ice hockey, [American] football, lacrosse, and rodeo), athletes purposely hit or collide with each other or with inanimate objects (including the ground) with great force. In contact sports (eg, basketball and soccer), athletes routinely make contact with each other or inanimate objects but usually with less force than in collision sports. In limited-contact sports (eg, softball and squash), contact with other athletes or with inanimate objects is infrequent or inadvertent. (*Rice SG. (2008). "Medical conditions affecting sports participation". Pediatrics. 121:841–8. doi:10.1542/peds.2008-0080. PMID 18381550.*)
- e) Traditional home competition events are priority over practices and away events.
  - i. In the event more than one sport is hosting at home, priority goes to the sport with the highest level of contact.
  - ii. In the event of multiple home competitions, at multiple sites including the school, but no full-contact sports, it is recommended the athletic trainer cover the competition with the highest level of contact.
  - iii. Should all events involve sports at the same level of contact, priority goes to the event hosted at the school. It is the athletic trainer's responsibility to notify coaches and administration of their location and instruct them to call with any situations that arise at the other venues. The AT may then travel to the other sites once that competition is complete.
- f) Notwithstanding the foregoing, in the event there are two home athletic events scheduled at the same time, the covering AT will consult with Hospital's lead AT and supervising physician to determine and notify the Parties in advance as to whether the covering AT is able to i) divide AT's time between the athletic events, ii) attend only one of the athletic events, or iii) assign a second AT to supplement the athletic events AT coverage.



12. The Parties agree that when Hospital's AT is attending School's game events, the AT will not be available to provide Services at School's training facilities and Hospital shall have no obligation to provide School with an additional AT to provide services at such training facilities at such times.
13. AT's hours for providing Services at School shall be determined solely by the Hospital during the Term of this Agreement.
14. Hospital's AT will provide coverage of scheduled School home athletic events. The AT in collaboration with the supervising Physician, will determine which School home athletic events is to be covered if there are two simultaneous School events.
15. Hospital's Athletic trainer may cover School away varsity games pursuant to the Hospital's Athletic Trainer Coverage policy.
16. The Parties agree that Hospital's Athletic Trainer shall not be required by this Agreement to provide advice to School's employed nurse or teachers with respect to the physical condition of School's non-athlete students including, without limitation, junior high school students.

## **EXHIBIT B**

### SCHOOL DUTIES AND RESPONSIBILITIES

1. School agrees to provide a dedicated area within School's facilities in which Hospital's AT(s) can perform the Services pursuant to this Agreement and where Hospital may store all necessary supplies and equipment required in order to perform the Services as approved by the Hospital's supervising physician.
2. School agrees to designate a specific School employee, such as School's Athletic Director, to directly monitor and evaluate the AT's performance of the Services pursuant to this Agreement and to facilitate communications between School, School coaches and AT and Hospital concerning the performance of such Services.
3. At the beginning of each School year, School shall share all practice and game schedules with Hospital, as well as team rosters, in order to appropriately schedule AT to provide Services as required by this Agreement.
4. School agrees to notify Hospital as to all additional School holiday practice and game schedules for which School wishes AT to provide Services at least fourteen (14) days before such School holiday. In addition, School agrees to use its best efforts to notify AT in a timely manner as to all game or practice delays or cancellations for which Services had been previously scheduled.
5. School agrees to provide Hospital's Athletic Trainer(s) with appropriate training including Athletic Trainer's participation in School compliance training sessions with respect to School's state and federal disaster preparedness planning duties and responsibilities and mandated governmental child protection and welfare reporting requirements.
6. School agrees to provide advance notice of any "special event" coverage at least fourteen (14) days in advance for approval. In the event of post-season play, school shall cover reasonable lodging expenses and provide transportation for the AT and their equipment to and from the destination.
7. School agrees to engage in a business partnership solely with Wabash General Hospital for the provision of Athletic Training services for the length of the contract term.

## **EXHIBIT C**

### FINANCIAL RELATIONSHIP BETWEEN THE PARTIES

1. Hospital agrees to provide the AT services without charge to School.
2. School agrees to provide School facility space and School personnel and student assistance to Hospital and Hospital's AT(s) without charge to Hospital.
3. School agrees to reference Hospital's provision of AT Services to School in School's game programs, athletic event advertising published in any medium and sponsorships.
4. School agrees to provide a press release to local media outlets explaining the Services provided by Hospital.
5. School will help organize one (1) Hospital sponsored event at a School varsity sport for which Services are provided by Hospital.
6. School will provide AT with an opportunity to speak with School's Booster Club and other interested civic groups to promote Hospital's Services.
7. School agrees to promote Hospital and ATs with banners/signage for the School gymnasium and ball fields.
8. School agrees to offer a program for students interested in becoming a licensed Certified Athletic Trainer to shadow and/or assist Hospital's Athletic Trainer.
9. School agrees to solicit and direct private charitable donations to help cover Hospital's expenses in providing the Services; Donations should be made to:

Wabash General Hospital Foundation  
Attention: Danielle Stevens  
1418 College Drive  
Mt. Carmel, IL 62863

**Agenda Item #8L**

**Affiliation Agreement with Market Street Medical**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: October 15, 2019  
RE: Affiliation Agreement with Market Street Medical

An Affiliation Agreement is a formal contract between the educational institution and the facility or business where the student(s) will have the experience. It identifies the responsibilities and liabilities of the various parties covered by the contract. Students engaged in these placements are not paid and the experience is required for completion of the program.

IECC wishes to enter into an affiliation agreement with Market Street Medical for the Medical Office Careers Programs, which are Health Information Technology, Medical Coding Associate, Medical Office Assistant, and Medical Transcription at Olney Central College.

I ask the Board's approval of the attached affiliation agreement.

MH/rs

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529**

**OLNEY CENTRAL COLLEGE  
MEDICAL OFFICE CAREERS PROGRAMS**

**AGENCY AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Careers Programs. (Hereinafter referred to as OLNEY CENTRAL COLLEGE) and MARKET STREET MEDICAL (hereinafter referred to as AGENCY):

**WITNESSETH THAT:**

WHEREAS, OLNEY CENTRAL COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Medical Office Careers Programs, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of OLNEY CENTRAL COLLEGE for the purpose of gaining knowledge and experience in the field of Medical Office,

NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and performed by the parties hereto, the parties do herewith agree as follows:

1. The AGENCY agrees to make its facilities available for medical office assistant internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Careers Programs on behalf of OLNEY CENTRAL COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.
4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.
5. If a physical exam or TB test is required, these will be scheduled at the expense of the student.

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

6. The student(s) and Program Coordinator will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, OLNEY CENTRAL COLLEGE Program Coordinator and student(s). Compensation is not a requirement. Neither OLNEY CENTRAL COLLEGE or AGENCY hereto will be paid any monetary reimbursement as such by the other

party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Student(s) shall be covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made each spring if either party requests the review. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in OLNEY CENTRAL COLLEGE's Medical Office Careers Programs and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the \_\_\_\_\_ day of \_\_\_\_\_.

AGENCY

OLNEY CENTRAL COLLEGE

MARKET STREET MEDICAL

\_\_\_\_\_  
Chair, IECC Board of Trustees

\_\_\_\_\_  
President, Olney Central College

\_\_\_\_\_  
Dean, Olney Central College

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
Internship Program Coordinator

\_\_\_\_\_  
Chief Executive Officer,  
Illinois Eastern Community Colleges

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

**Agenda Item #9**

**Bid Committee Report**

**Gymnasium Video Board - WVC**



BID COMMITTEE REPORT

October 15, 2019

Wabash Valley College

1. Gymnasium Video Board

TO: Board of Trustees  
 FROM: Bid Committee  
 DATE: October 15, 2019  
 RE: Gymnasium Video Board

The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality and serviceability.

The Bid Committee recommends acceptance of the bid received from ScoreVision for a total of \$129,837.

<b>Company</b>	<b>Total Bid</b>
Daktronics Brookings, SD	\$147,478
ScoreVision Omaha, NE	\$129,837 per bid \$134,020 alternate size
Watchfire Danville, IL	\$98,818

Respectfully submitted,

Marilyn Holt  
 Renee Smith

Department: Wabash Valley College.

Source of Funds: Wabash Valley College Auxiliary.

Rationale for Purchase: The proposal received meets all specifications required.

The "Advertisement for Bids" was placed in the Olney Daily Mail for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

## **Specifications for WVC Gymnasium Video Board**

Minimum specifications include:

1 All-Digital LED Video Scoreboard (minimum 14' wide x 7' tall)

- 6mm pixel pitch or better
- LED Type: RGB 3-in-1 SMD
- Pixel Density: 24,776 pixels/sqm or better
- Refresh Rate: 3840Hz or better
- Brightness: 1,200 nits or better
- Front-serviceable LED cabinets
- Horizontal viewing angle of 140 degrees and nominal viewing angle of 140 degrees

1 All-Digital LED Video Scoreboard (minimum 10' wide x 5' tall)

- 6mm pixel pitch or better
- LED Type: RGB 3-in-1 SMD
- Pixel Density: 24,776 pixels/sqm or better
- Refresh Rate: 3840Hz or better
- Brightness: 1,200 nits or better
- Front-serviceable LED cabinets
- Horizontal viewing angle of 140 degrees and nominal viewing angle of 140 degrees

Provide one (1) set of backboard lights for two (2) basketball goals.

Provide one (1) set of wired shot clocks with game time for two (2) basketball goals.

Provide two (2) Apple iPad Pro – 10.5” 64GB with case for scoring and production. iPad controls system for scoring, video playback, and live feed switching. Communicates on independent wired and wireless network.

### **Additional items to be provided**

Software and support including Remote Monitoring (IP Controlled) for LED and hardware components, hardware maintenance, and direct access to Customer Support.

Web-based software platform for off-site management of information on boards.

Ad management system software that automatically triggers ads during games, timeouts, halftime.

Game-Time production software for managing game layouts, ad sequencing, video playback, team/player content, and promotional content.

Production software to accommodate live and pre-recorded video content at 16:9 aspect ratio, game scoring/timing info, player/team stats, sponsor logos, ads, fan engagement graphics, and other related information.

Mobile Application to allow fans to track game-time data, schedules, rosters, and other team information.

Minimum of 5 sport-specific animations for each of our 3 indoor sports (Volleyball, Women's Basketball, and Men's Basketball).

Ability to air play to video displays through Apple TV's.

Wired and Wireless Control Capability.

Ability to take in minimum of 3 HD/SDI Signals for live feeds.

Four (4) additional video inputs into LED video display control system.

Onsite product and maintenance training of not less than 10 hours.

Unlimited remote training sessions post installation.

Full server redundancy and battery back-up with dedicated, secure network.

Redundant signals from LED controller to LED Video Board

Provide graphic design, event management, video production, sales, and marketing resource materials (instructional guides, lesson plan ideas, and other support materials) for corresponding classes in each subject.

Provide learning labs (class project ideas) for game production, that are to become tangible class projects for Graphic Design, Event Management, Video Production, Sales, and Marketing courses.

Complete installation of system by vendor.

5 Year LED Warranty.

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DRIVE, MT. CARMEL, ILLINOIS 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.**

TOTAL BID \$ \_\_\_\_\_

APPROX. DELIVERY DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

COMPANY  
\_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

DATE \_\_\_\_\_

Certified Vendor in accordance with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act:  Yes  No If yes, you must attach a copy of the current letter of certification.

**Agenda Item #10**

**District Finance**

- A. Financial Report**
- B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
September 30, 2019**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$6,453,949.62</b>
<b>Operations &amp; Maintenance</b>	<b>\$742,933.32</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>\$554,755.99</b>
<b>Bond &amp; Interest</b>	<b>\$1,134,179.56</b>
<b>Auxiliary</b>	<b>\$2,864,249.38</b>
<b>Restricted Purposes</b>	<b>(\$172,997.54)</b>
<b>Working Cash</b>	<b>\$106,170.05</b>
<b>Trust &amp; Agency</b>	<b>\$449,602.11</b>
<b>Audit</b>	<b>(\$3,663.77)</b>
<b>Liability, Protection &amp; Settlement</b>	<b>\$536,631.24</b>
	<hr/>
<b>TOTAL ALL FUNDS</b>	<b>\$12,665,809.96</b>
	<hr/> <hr/>

Respectfully submitted,

Ryan Hawkins, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**September 30, 2019 & 2018**

	<b>ALL FUNDS</b>	
	<b>Fiscal</b>	<b>Fiscal</b>
	<b>Year</b>	<b>Year</b>
	<b>2020</b>	<b>2019</b>
<b>ASSETS:</b>		
CASH	\$ 12,665,810	\$ 10,463,793
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	12,500
CDB PROJECT TRUST	76,655	-
INVESTMENTS	17,775,000	18,590,000
RECEIVABLES	2,742,983	4,724,584
INVENTORY	475,646	507,898
OTHER ASSETS	463,650	456,087
FIXED ASSETS (Net of Depr)	15,195,284	17,349,514
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 49,430,828</b>	<b>\$ 52,125,676</b>
 <b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 2,147	\$ 213,563
ACCOUNTS PAYABLE	438,441	83,519
DEFERRED REVENUE	110,433	98,113
L-T DEBT GROUP (FUND 9)	5,667,603	9,391,550
OPEB (Prior Year Restated for GASB 75 Implementation)	15,780,483	15,463,329
<b>TOTAL LIABILITIES:</b>	<b>21,999,107</b>	<b>25,250,074</b>
 <b>FUND BALANCES:</b>		
FUND BALANCE	22,316,263	23,943,413
INVESTMENT IN PLANT (Net of Depr)	15,195,284	17,349,514
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(21,448,086)	(24,854,879)
RESERVE FOR ENCUMBRANCES	11,368,260	10,437,554
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>27,431,721</b>	<b>26,875,602</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 49,430,828</b>	<b>\$ 52,125,676</b>



ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 For the Periods Ended September 30, 2019 & 2018

	FY 2020 YEAR-TO-DATE	FY 2019 YEAR-TO-DATE
<b>REVENUES:</b>		
LOCAL GOVT SOURCES	\$ 3,341,387	\$ 3,874,650
STATE GOVT SOURCES	3,008,747	1,829,712
STUDENT TUITION & FEES	6,348,271	6,095,053
SALES & SERVICE FEES	1,115,428	1,258,933
FACILITIES REVENUE	12,043	4,855
INVESTMENT REVENUE	29,305	34,031
OTHER REVENUES	25,658	764,969
<b>TOTAL REVENUES:</b>	<b>13,880,839</b>	<b>13,862,203</b>
 <b>EXPENDITURES:</b>		
INSTRUCTION	1,781,605	1,866,334
ACADEMIC SUPPORT	109,303	111,633
STUDENT SERVICES	364,741	346,362
PUBLIC SERV/CONT ED	-	4,900
OPER & MAINT PLANT	788,953	633,561
INSTITUTIONAL SUPPORT	1,875,402	1,861,179
SCH/STUDENT GRNT/WAIVERS	2,120,018	1,777,333
AUXILIARY SERVICES	1,649,492	1,614,814
<b>TOTAL EXPENDITURES:</b>	<b>8,689,514</b>	<b>8,216,116</b>
 <b>TRANSFERS AMONG FUNDS:</b>		
INTERFUND TRANSFERS	-	-
<b>TOTAL TRANSFERS AMONG FUNDS:</b>	-	-
 <b>NET INCREASE/DECREASE IN NET ASSETS</b>	 <b>\$ 5,191,325</b>	 <b>\$ 5,646,087</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2018-2020**

		FISCAL YEAR 2018			FISCAL YEAR 2019			FISCAL YEAR 2020			
College	Category	Anticipated Budget	Spent Thru September	% of Bdgt	Anticipated Budget	Spent Thru September	% of Bdgt	Anticipated Budget	Spent Thru September	% of Bdgt	% of Year
Frontier	Bills		\$ 180,968			\$ 145,491			\$ 187,406		
	Payroll		416,853			403,967			389,845		
	Waivers		340,714			271,635			380,831		
	Totals	\$ 4,189,416	938,535	22%	\$ 4,550,604	821,093	18%	\$ 4,370,599	958,082	22%	25%
Lincoln Trail	Bills		281,488			245,170			272,124		
	Payroll		369,238			379,085			369,873		
	Waivers		445,859			444,378			450,124		
	Totals	\$ 4,531,653	1,096,585	24%	\$ 4,788,234	1,068,633	22%	\$ 5,365,117	1,092,121	20%	25%
Olney Central	Bills		349,162			439,799			387,622		
	Payroll		741,708			736,592			753,245		
	Waivers		319,477			365,734			422,425		
	Totals	\$ 7,303,330	1,410,347	19%	\$ 7,449,755	1,542,125	21%	\$ 7,669,580	1,563,292	20%	25%
Wabash Valley	Bills		268,504			301,719			375,027		
	Payroll		502,338			494,105			509,709		
	Waivers		525,205			624,559			797,835		
	Totals	\$ 6,136,568	1,296,047	21%	\$ 6,236,897	1,420,383	23%	\$ 6,449,215	1,682,571	26%	25%
Workforce Educ.	Bills		54,499			55,181			48,048		
	Payroll		216,519			192,345			204,746		
	Waivers		681,068			694,926			1,885		
	Totals	\$ 4,869,942	952,086	20%	\$ 4,258,339	942,452	22%	\$ 4,396,670	254,679	6%	25%
District Office	Bills		68,547			76,053			67,853		
	Payroll		223,924			241,294			232,154		
	Waivers		-			-			-		
	Totals	\$ 1,614,463	292,471	18%	\$ 1,519,023	317,347	21%	\$ 1,551,484	300,007	19%	25%
District Wide	Bills		527,760			420,086			505,400		
	Payroll		170,186			171,669			194,091		
	Waivers		29,896			66,790			66,919		
	Totals	\$ 2,705,152	727,842	27%	\$ 2,883,536	658,545	23%	\$ 3,107,121	766,410	25%	25%
<b>GRAND TOTALS</b>		<b>\$31,350,524</b>	<b>\$ 6,713,913</b>	<b>21%</b>	<b>\$ 31,686,388</b>	<b>\$6,770,578</b>	<b>21%</b>	<b>\$32,909,786</b>	<b>\$6,617,162</b>	<b>20%</b>	<b>25%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**September 30, 2019**

	FY 2020		FY 2019		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 2,653,663	40.10%	2,632,061	38.87%	\$ 21,602	0.821%
Employee Benefits	545,476	8.24%	583,617	8.62%	(38,141)	-6.535%
Contractual Services	379,762	5.74%	227,188	3.36%	152,574	67.158%
Materials	404,434	6.11%	372,892	5.51%	31,542	8.459%
Travel & Staff Development	25,886	0.39%	32,915	0.49%	(7,029)	-21.355%
Fixed Charges	52,933	0.80%	96,583	1.43%	(43,650)	-45.194%
Utilities	248,258	3.75%	239,283	3.53%	8,975	3.751%
Capital Outlay	157,118	2.37%	22,173	0.33%	134,945	608.601%
Other	2,149,632	32.49%	2,563,866	37.87%	(414,234)	-16.157%
	<u>\$ 6,617,162</u>	<u>100.00%</u>	<u>6,770,578</u>	<u>100.00%</u>	<u>\$ (153,416)</u>	<u>-2.266%</u>

**Agenda Item #11**  
**Chief Executive Officer's Report**

**Agenda Item #12**

**Executive Session**

**Agenda Item #13**

**Approval of Executive Session Minutes**

- A. Written Executive Session Minutes**
- B. Audio Executive Session Minutes**

**Agenda Item #14**

**Approval of Personnel Report**

## **MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Marilyn Holt  
**DATE:** October 11, 2019  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1, 400.2, 400.3. and 400.4 have been sent under separate cover.



## **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Change-in-Status**
- 400.3. Resignation Ratification**
- 400.4. Retirement Ratification**

# PERSONNEL REPORT

## 400.1. Employment of Personnel

### A. Professional/Non-Faculty, Exempt

1. Amy Dulaney, Director of Transition Center and Perkins, DO, effective October 16, 2019.
2. Morgan Henton, Drone Technology Specialist, Title III, OCC, effective October 28, 2019, pending successful completion of background check and continued grant funding.
3. Tabatha Niduaza, Director, Learning Skills Center, WVC, effective November 1, 2019, pending successful completion of background check.
4. Evan Semple, Coordinator, Industrial Training, LTC, effective October 16, 2019.

### B. Classified

1. Heather Gerch, Office Assistant, FCC, effective October 16, 2019.

## 400.2. Change-in-Status

### A. Classified

1. Lauren Salesberry, Administrative Assistant, HR, DO, to Administrative Assistant to the President, OCC, effective November 4, 2019.

## 400.3. Resignation Ratification

### A. Professional/Non-Faculty, Exempt

1. Luke Harl, Program Director of Grants and Compliance, DO, effective October 8, 2019.

## 400.4. Retirement Ratification

### A. Classified

1. Dan Leggitt, Groundskeeper, LTC, effective January 1, 2020.

**Agenda Item #15**

**Collective Bargaining**

**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Other Items**

**Agenda Item #18**

**Adjournment**

**Locally Funded, CDB, & PHS Projects  
Projects Schedule**

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	████████							
Temp Building Replacement - LTC	CDB	\$1,495,500	████████							
Center for Technology - LTC	CDB	\$7,569,800	████████							
Applied Arts Building Roof - WVC	CDB	\$295,000	████████							
<b>GRAND TOTAL</b>		<b>\$13,094,700</b>	<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>

9/30/2019