

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

July 21, 2020



Location:

**Lincoln Trail College
11220 Highway 1
Robinson, IL 62454**

<https://zoom.us/j/99074465781>

Meeting ID: 990 7446 5781

Call in number: 312-626-6799

**Dinner – 6:00 p.m. – Lincoln Room
Meeting – 7:00 p.m. – Cafeteria**

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**

This meeting is available by electronic access:

<https://zoom.us/j/99074465781>

Meeting ID: 990 7446 5781

Call in number: 312-626-6799

July 21, 2020

7:00 p.m.

**Lincoln Trail College
Cafeteria**

1. Call to Order & Roll Call Chairman Fischer
2. Conduct a public hearing for the issuance of General Obligation Bonds (Alternate Revenue Source) for community college purposes Fischer
3. Disposition of Minutes..... Chancellor Gower
4. Recognition of Visitors and Guests Gower
 - A. Visitors and Guests
 - B. IECEA Representative
5. Public Comment
6. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
7. Policy First Reading (and Possible Approval) Gower
 - A. None
8. Policy Second Reading Gower
 - A. None
9. Staff Recommendations for Approval
 - A. Technology Plan..... Cline
 - B. Athletic Training Agreement LTC Gower
 - C. CAISA and SAFE MOUs Gower
 - D. 2020-2021 Academic Calendar Gower
 - E. 2020 Employee Holiday List Gower
 - F. 2020-2021 Catalog Gower
 - G. Student Satisfaction Survey Results Gower

- H. Project Property Agreement- EDA Grant Gower
- I. Easements..... Gower
 - Ameren- OCC
 - Frontier Communications- OCC
- J. Affiliation Agreements..... Gower
 - United Methodist Village- CNA – OCC and LTC
 - St. Vincent Health Inc.- ADN - IECC
- 10. Bid Committee Report
 - A. LTC Natatorium HVAC ReplacementHawkins
- 11. District Finance
 - A. Financial ReportHawkins
 - B. Approval of Financial ObligationsHawkins
- 12. Chancellor’s Report..... Gower
- 13. Executive Session Gower
- 14. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes Gower
 - B. Audio Executive Session Minutes Gower
- 15. Approval of Personnel Report Hart
- 16. Collective Bargaining Gower
- 17. Litigation Gower
- 18. Other Items
- 19. 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 by telecommunication means (Zoom) from Bob Boyles Foundation Hall at Frontier Community College, Fairfield, Illinois, Tuesday, June 16, 2020.

AGENDA #1 – “Call to Order & Roll Call” – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Board Secretary, Renee Smith, 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, G. Andrew Fischer, Alan Henager, Jan Ridgely, Barbara Shimer. Trustees absent: None. Student Trustee Sutton Dunn was present. 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, or participating by Zoom at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Marilyn Holt, Interim Chief Executive Officer.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Rodney Ranes, President of Olney Central College.

Paul Bruinsma, Dean of Instruction, Frontier Community College.

Alex Cline, Director of Information & Communications Technology.

Dana Hart, Interim Director of Human Resources.

Ryan Hawkins, Chief Financial Officer & Board Treasurer.

Mike Thomas, Dean of Workforce Education.

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes” –

Regular Meeting Held May 19, 2020: Open meeting minutes as prepared for the regular meeting held May 19, 2020 were presented for disposition.

Board Action to Approve Minutes: Trustee Brenda Culver made a motion to approve minutes of the regular meeting held on May 19, 2020, as prepared. Trustee Al Henager 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 – “Recognition of Visitors & Guests” –

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

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Presidents: Reports were presented from the Presidents.

#5-C. Report from Cabinet: None.

AGENDA #6 – “Policy First Readings (and Possible Approval)” –

#6-A. Legal Basis 100.2: To clarify current practice and meet Department of Education guidelines, it was proposed that additional language be added to the Board of Trustees Policy 100.2 Legal Basis. The Chancellor recommended the second reading be waived and approval of the policy.

BOARD OF TRUSTEES
100 Legal Basis (100.2)

Date Adopted: December 19, 1989

Revised: September 15, 2015

Revised: June 16, 2020

- A. The role of the Board of Trustees of Illinois Eastern Community Colleges, Community College District No. 529, is defined in ILCS 110 Articles 103-6 and 103-7 of the Illinois Public Community College Act, signed into law July 15, 1965, as amended.
- B. Illinois Eastern Community Colleges, District No. 529, is a Community College District, serving all or parts of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois.
- C. The Board of Trustees works in cooperation with the Illinois Community College Board and the Illinois Board of Higher Education.
- D. The Board of Trustees shall serve as a policy-making body, and require that the ~~Chief Executive Officer~~ Chancellor be responsible for the administration of the District Office and the colleges within the District.
- E. The ~~Chief Executive Officer~~ Chancellor shall serve as Executive Officer of the Board of Trustees and is authorized to sign such documents necessary to successfully operate the District. Any document signed that substantially obligates the District financially shall be presented to the Board for approval.
- F. Members of the Board of Trustees shall be elected in compliance with ILCS 110 Articles 103-6 and 103-7 of the Illinois Public Community College Act.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the foregoing policy as recommended. Student Trustee Sutton Dunn 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-B. Investment 300.12: Revisions to the policy were presented to bring the policy in line with existing state statutes. The Chancellor recommended second reading be waived and approval of the Policy 300.12 Investment.

BUSINESS – 300

Investment Policy (300.12)

Date Adopted: December 19, 1989

Revised Date: July 16, 2002

Revised Date: June 17, 2008

Revised Date: June 16, 2020 (Pending Board and Cabinet approval)

~~The Board of Trustees shall cause the investment of District funds in accordance with the Illinois Public Community College Act and the Investment of Public Funds Act with the exception that the Board shall prohibit investments in short term obligations of U.S. corporations. The Board authorizes the Treasurer, upon recommendation by the Chief Executive Officer and the Chief Finance Officer, to invest funds of the District. The District shall assemble a list of interested and qualified bidders on a quarterly basis, and said bidders shall invest funds in an amount over \$100,000 in a financial institution which has a capital to asset ratio of not less than eight percent (8%); or meets the requirements set forth in the Bank Audit Guide (AAG-BNS 2.47) relative to the definition of a “well-capitalized” financial institution (namely Tier 1 capital to average assets of not less than 5% and Tier 1 capital to risk-weighted assets of not less than 6% and total capital to risk-weighted assets of not less than 10%); in no case shall the staff invest funds in any single institution to exceed thirty percent (30%) of the capital structure of said institution.~~

~~Pursuant to 30 ILCS 235/6.5 funds may be invested in fully FDIC insured certificates of deposits issued by banks and savings associations (located nationwide) through Reciprocal Transactions of the Certificate of Deposit Account Registry Service (CDARS), provided that (1) the funds are placed through a bank or savings association (custodial bank) located in the State of Illinois; and (2) the other requirements of this policy have been satisfied.~~

~~The Board shall be provided a report on District Investments each month.~~

~~Pledged securities shall be required in the amount of the uninsured portions of the invested funds.~~

~~The Treasurer, upon recommendation of the Chief Executive Officer and the Chief Finance Officer, is further authorized to make discretionary investments, without bidding, for the purpose of supporting economic and community development. Such investments shall be made in amounts not to exceed \$100,000; at a rate not less than the Federal Reserve Discount Rate, plus 1%; for a term not to exceed one year; with interest to be paid quarterly; and shall not exceed \$100,000 per institution. The Board of Trustees shall be provided a report of such investments each month.~~

The Board authorizes the Treasurer, upon recommendation by the Chancellor and the Chief Financial Officer, to invest funds of the District. The Board of Trustees shall cause the investment of District funds in accordance with the Illinois Public Community College Act, the Public Funds Investment Act of the State of Illinois, and the Investment of Municipal Funds Act of the State of Illinois, with the exception that the Board shall prohibit investment in short-term obligations of U.S. corporations. A system of procedures and internal controls shall be established by the Treasurer for all investments of the District.

The primary objectives, in priority order of investment activities shall be:

- 1) Safety – safety of principal is the foremost objective. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.
- 2) Liquidity – investments shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
- 3) Return – investment portfolio shall be designed to obtain the highest available return, using authorized investment, while considering budgetary and economic cycles.

The District shall maintain pledged securities at a market value of at least 105% of deposits in excess of Federal Deposit Insurance Corporation (FDIC) insured amounts. Pledged securities shall be reviewed quarterly to ensure adequate coverage.

The Board shall be provided a report on the District Investments each quarter outlining at a minimum:

- 1) Investment Holdings
- 2) Rate of Return
- 3) Changes in Balance
- 4) Distribution of Investments

For purposes of this reporting, investments will be defined as instruments other than certificates of deposit or other interest-bearing deposits with a financial institution.

The Board of Trustees and the District Treasurer shall refrain from engaging in personal business activity that could a) conflict, or give the appearance of a conflict, with proper execution of the investment program or b) impair their ability to make impartial investment decisions.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the foregoing policy as recommended. Student Trustee Sutton Dunn 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-C. Policy 400.4 Leave and Benefit: Due to discontinuation of the Emergency Pay during COVID-19, revisions were proposed to amend the language under the Emergency sick Leave section of Policy 400.4 Leave and Benefit. The Chancellor recommended to waive second reading and approval of the following policy:

HUMAN RESOURCES - 400

Leave and Benefit Policy - Administrative, Professional/Non-Faculty, Secretarial/Clerical, Technical, Custodial/Maintenance/Security, and Other Employees Not Covered by the Collective Bargaining Agreement (400.4)

- Date Adopted: May 20, 1997
- Revised: November 15, 2005
- Revised: June 20, 2006
- Revised: December 12, 2006
- Revised: August 18, 2009
- Revised: February 21, 2017
- Revised: March 17, 2020
- Revised: April 21, 2020
- Revised: June 16, 2020 (pending Board approval)

The purpose of the leave and benefit policy is to describe the Board-approved leave days and benefits. Unless otherwise noted, leave days described below are not paid out upon termination.

- A. Sick Leave. Each full-time employee shall, on the first day of employment of the employee’s initial year, be granted a pro-rated share of working days up to a total of seventeen (17) sick leave days with pay.

After the initial year of employment and at the beginning of every fiscal year thereafter, each full-time employee will receive days of sick leave according to the following schedule:

Years of Continuous <u>Full-time Service</u>	Sick Leave Days <u>Per Year</u>
2-9	12
10-15	15
16-20	18
21-25+	21

Any unused sick leave days will be allowed to accumulate.

The Chief Executive Officer/Chief Operating Officer or a designee may require the employee on sick leave to provide a statement from the employee's physician. In addition, the Chief Executive Officer/Chief Operating Officer may require that the employee be examined by a physician determined by the Chief Executive Officer/Chief Operating Officer. In the latter case, the cost of the examination will be borne by the Board of Trustees.

Emergency Paid Sick Leave: In accordance with the Families First Coronavirus Response Act, the District has created emergency paid sick leave that is effective April 1, 2020 through December 31, 2020. This type of leave may be utilized when ~~the mandatory shelter in place order for the State of Illinois is lifted~~ the District discontinues using the Emergency COVID-19 pay option and employees can return to work onsite.

Eligibility: Per the act, all full and part-time employees are eligible.

Qualifying Reasons for Emergency Paid Sick Leave: The employee is unable to work because

- 1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
- 2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- 3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- 4) The employee is caring for an individual who is subject to a quarantine or isolation order as described in (1) above, or has been advised as described in (2) above.
- 5) The employee is caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.
- 6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Length of Leave: Full-time employees are eligible for up to 80 hours of emergency paid sick leave. Part-time employees are eligible for the average number of hours worked during a typical two-week period.

Pay During Leave: Employee's regular rate of pay up to \$511 per day (\$5,110 in aggregate) when leave is taken for reasons (1), (2), and (3) above. Employee's regular rate of pay up to \$200 per day (\$2,000) in aggregate) when leave is taken for reasons (4), (5), and (6).

The Emergency Paid Sick Leave section of this policy shall expire at midnight on December 31, 2020, per the Act.

Personal Emergency Leave. Employees may use a designated amount of sick time for personal emergency each year for things such as illness, injury, medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent or for other reasons of personal emergency. Advance approval for such leave shall be secured from the employee's immediate supervisor, as soon as possible. Employees may use the following days as personal emergency based on the following schedule:

Years of Continuous Full-time Service	Personal Emergency Days allowed per Year
Initial Year	Up to ½ of sick days awarded at time of employment
2-9	6
10-15	7.5
16-20	9
21-25+	10.5

COVID-19 Response: Effective May 17, 2020. Due to the COVID-19 response the District will remove the cap on Personal Emergency Allowance usage should an employee be unable to work during the COVID-19 Response. The COVID-19 Response section under personal emergency leave, removing the cap, will expire on June 30, 2020.

- B. Personal Leave. A full-time employee shall be granted, without loss of pay or benefits, two (2) leave days per fiscal year for personal reasons. Application for such leave should be made five (5) days prior to time said leave is desired to the employee’s immediate supervisor. Unused personal days shall accumulate as sick leave to a maximum of fourteen (14) additional sick days.
- C. Required Court Appearance Leave. Full-time employees shall be granted leave with pay to appear in court as a witness or a member of a jury. Compensation received for such court appearances shall accrue to the College District.

Part-time hourly employees: Part-time employees who 1) work 20 hours or more per week and 2) have been employed by IECC for 6 months or more will be eligible for required court appearance leave. Part-time employees who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

Part-time faculty: Part-time faculty who 1) teach at least 3 hours for the semester and 2) have been employed by IECC for more than one semester will be eligible for required court appearance leave. Part-time faculty who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

- D. Funeral Leave. Full-time employees shall be granted funeral leave for the purpose of attending the funeral, without loss of pay, under the following terms and conditions.

Three Days of Leave at Full Pay – For a death within the immediate family, which means the full-time employee’s spouse, child, parent, sibling, parent-in-law, or member of the immediate household of the employee.

One Day Leave at Full Pay. For a death of a near relative.

- E. Leave of Absence. The CEO may grant up to 2 weeks leave of absence without pay to a full-time employee. The Board may grant up to one year’s leave of absence without pay to a full-time employee, and up to an additional year upon request and Board approval. Such leaves may be granted for advanced study, exchange teaching or assignment, travel, governmental service, or other personal reasons. Applications for leaves shall be filed with the President and then the Chief Executive Officer/Chief Operating Officer not later than 90 days prior to the beginning of the date that the leave would commence.

Vacation, sick, personal days, and other benefits shall not accrue during an employee’s unpaid leave of absence. An employee may, however, elect to continue to participate in the District group insurance plan at the employee’s sole expense, provided the employee makes acceptable arrangements to pay the premium during the term of his/her unpaid leave.

- F. Absences Due to Attendance at Educational Meetings and Conferences. Approved attendance at educational meetings and conferences may be granted without loss of salary. Attendance must be approved in advance by the employee’s immediate supervisor in accordance with established guidelines. Employees authorized to represent the college or district shall be allowed expenses according to the regulations of the District.

- G. Accounting. An accounting of accumulated sick leave will be made semi-annually.

- H. Insurance Benefits. Major medical and dental insurance shall be made available for full-time employees.

Full-time employees electing to carry dependent coverage may have the premiums for this coverage deducted through payroll deductions.

- I. Modified-Time Employees. Leave policy provisions for modified-time employees shall be prorated according to time employed in relation to full-time employees.

- J. Holidays and Breaks. Paid holidays for all full-time employees include, Christmas, and New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving and the following Friday.

The administration establishes winter break for full-time employees in accordance with the academic calendar. Full-time employees who are required to work over winter break shall be given floating holiday leave equivalent to the time they were required to work over winter break. This floating holiday leave does not accumulate from year to year, and must be used prior to the end of the fiscal year during which it is acquired. Application for such floating leave should be made five (5) days prior to the time said leave is desired to the employee’s immediate supervisor.

Full-time employees shall be granted one (1) floating holiday per fiscal year. Floating holidays do not accumulate and must be used during the fiscal year. Full-time employees must have been employed before March 1 to be eligible for the floating holiday. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor (effective July 1, 2003).

Board Action: Trustee Al Henager made a motion to waive second reading and approve the foregoing policy as recommended. Trustee Barbara Shimer 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-D. Policy 400.20 Family and Medical Leave: Due to discontinuation of the Emergency Pay during COVID-19, revisions were proposed to amend the language under the Emergency sick Leave section of Policy 400.4 Leave and Benefit. The Chancellor recommended to waive second reading and approval of the following policy:

HUMAN RESOURCES - 400

Family and Medical Leave Policy (400.20)

Date Adopted: December 14, 1993

Revised: October 21, 2003

Revised: April 15, 2008

Revised: September 15, 2009

Revised: April 21, 2020

Revised: June 16, 2020 (pending Board approval)

Public Health Emergency Extended FMLA Leave. In accordance with the Families First Coronavirus Response Act Illinois Eastern Community Colleges has created an additional type of leave under FMLA. This leave is available by law April 1, 2020 through December 31, 2020. Illinois Eastern Community Colleges will utilize Public Health Emergency Extended FMLA Leave at such time as mandatory shelter in place order for the State of Illinois is lifted the District discontinues using the Emergency COVID-19 pay option and employees can return to work onsite.

Eligibility for Public Health Emergency Leave: The employee must be employed by IECC at least 30 calendar days.

Qualifying Reasons for Public Health Emergency Leave: The employee is unable to work or telework due to a need for time off to care for the employee's child who is under 18 years of age because the child's school or place of care has been closed, or the child care provider of the son or daughter is unavailable, due to a public health emergency.

Length of Leave: The employee may take up to 12 weeks of leave.

Pay During Leave: The first 10 days are unpaid, but the employee may substitute paid leave. After the 10 days of leave, IECC will pay the employee at a rate not less than two-thirds of the employee's usual rate of pay. Pay shall be no more than \$200 per day and \$10,000 total, per the Act.

The Public Health Emergency Leave section of this act shall expire at midnight on December 31, 2020, per the Act.

The Leave Policy. You are eligible to take up to 12 weeks of unpaid family/medical leave for reasons 1, 2, 3, 4, and 5 and up to 26 weeks of unpaid family/medical leave for reason 6 within any 12 month period and be restored to the same or an equivalent position upon your return from leave provided you: (1) have worked for the District for at least 12 months, and worked at least 1250 hours in the last 12 months; and (2) are employed at a worksite that has 50 or more employees within a 75 mile radius. The “12-month period” is a rolling period measured backward from the date a leave under this policy is to begin.

Reasons For Leave. If you are eligible, you may take up to 12 weeks of family/medical leave for any combination of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter with you for adoption or foster care; (3) to care for a spouse, son, daughter, or parent (“covered family member”) with a serious health condition; (4) because of your own serious health condition which renders you unable to perform the functions of your position; (5) because of any qualifying exigency (as will be defined by the Secretary of Labor’s final regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified or an impending call or order to active duty) in the Armed Forces in support of a contingency operation; and (6) up to 26 weeks to care for a spouse, parent, child or an individual for whom you are the nearest blood relative who has a serious injury or illness that was incurred in the line of duty while on active military duty, if the injury or illness may render the servicemember medically unfit to perform the duties of his military position. Leave for reason “6” may be taken only once and must be completed within one 12-month period.

Any FMLA leave taken by an employee for reasons “1-5” will reduce the 26 weeks of available leave for reason “6.” As a result, if an employee requests injured servicemember leave (reason 6); the maximum leave allowed will be up to 26 weeks, less any FMLA leave already used in the same 12-month period for reasons “1-5.”

Leave because of reasons “1” or “2” must be completed within the 12 month period beginning on the date of birth or placement. Employees who request leave for reasons “5” and “6” may take a combined aggregate total of 26 weeks of leave during any 12 month period. In addition, spouses employed by the District who request leave because of reasons “1” or “2” or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12 month period. Spouses employed by the District who request leave because of reason “5” and “6” or in combination with reason “1”, “2”, “3” and “4” may take an combined aggregate total of 26 weeks of leave.

You may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If you misrepresent facts in order to be granted an FMLA leave, you will be subject to immediate termination.

Notice of Leave. If your need for family/medical leave is foreseeable, you must give the District at least 30 days prior written notice. Failure to provide such notice may be grounds for delay or denial of leave. Where the need for leave is not foreseeable, you are expected to notify the District as soon as practicable, generally within 1 to 2 business days of learning of your need for leave. The District has Request for Family/Medical Leave forms available on the Intranet or from the Human Resource Department. You should use this form when requesting leave.

Certification. If you are requesting leave under reason “5” you must supply notification of the call to duty order.

Medical Certification. If you are requesting leave because of your own or a covered family member’s serious health condition or servicemember’s serious injury or illness, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification Forms from the Director of Human Resources. The medical certification must be given within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave until it is provided. The District, at its’ expense, may require an examination by a second health care provider designated by the District, if reasonable doubt exists concerning the medical certification you initially provide. If the second health care provider’s opinion conflicts with the original medical certification, the District, at its’ expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The District may also require medical recertification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee’s own illness.

Approval of Leave. The Board grants authority to the Chief Executive Officer to approve Family and Medical Leave. FMLA Leave should only be approved if the request for leave is made timely, meets the requirements as set forth by the current federal statute, and is approved by both the Chief Executive Officer and the Director of Human Resources after a review of the application and certification materials, and the finding that such materials meet the current guidelines.

In June of each fiscal year, the Chief Executive Officer shall report to the Board of Trustees the number of FMLA leaves granted, a summary of the nature of the requests and the reasons for approval. This report shall not include the names of any individuals granted FMLA leave and all data reported to the Board of Trustees shall be such that it would not disclose the identity of any employee.

The Board of Trustees reserves the right to make inquiry to the Chief Executive Officer and Director of Human Resources at any time on the number of FMLA leaves granted, but the Board shall not request the specific name of any employee.

Reporting While On Leave. If you take leave because of your own serious health condition or to care for a covered family member, you may be required to contact your supervisor on a regular basis regarding the status of the condition and your intention to return to work. For leaves for other purposes, you may be periodically required to report on your status and intent to return to work.

Leave Is Unpaid. Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, or to care for an injured servicemember any accrued paid vacation and personal days you have may be substituted and used for unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid vacation, personal days, and sick time you have may be substituted and used for any unpaid family/medical leave. In addition, the District’s short-term and/or long-term disability may apply as part of the 12-week leave period when the leave is requested due to your serious health condition or the birth of a child. At the Board’s discretion, the substitution of paid leave time for unpaid leave time will not extend the maximum leave allowed beyond the 12-week or 26-week maximum provided under the FMLA.

Medical And Other Benefits. During an approved family/medical leave, the District will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the District will deduct your portion of any plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your dependent health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption For Key Employees. Certain “key” employees (i.e., the highest paid 10% of employees at a worksite or within a 75 mile radius of that worksite and who are salaried) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the District. The District will notify you if you qualify as a “key” employee, if the District intends to deny reinstatement, and of your rights in such instances.

Intermittent And Reduced Schedule Leave. Leave because of a serious health condition or for an injured servicemember may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the District will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for planned medical treatment, the District may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

Other Applicable Leaves. FMLA leave will run concurrently with any other applicable leave. For instance, short-term disability or worker’s compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

Returning From Leave. If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved FMLA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Director of Human Resources. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

Board Action: Trustee Barbara Shimer made a motion to waive second reading and approve the foregoing policy as recommended. Student Trustee Sutton Dunn 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-E. Policy 500.34 Student Religious Observances: This new policy was proposed to ensure the District complies with the University Religious Observances Act (110 ILCS 110) concerning public institutions of higher education. The Chancellor recommended to waive second reading and approval of the following policy:

STUDENT – 500

500.34 Student Religious Observances Policy
Date Adopted: 06/16/2020 (Pending Board Approval)

In compliance with the University Religious Observances Act (110 ILCS 110), Illinois Eastern Community Colleges does not discriminate against students based on religious observances. IECC will reasonably accommodate the religious observances of individual students in regard to admissions, class attendance, and the scheduling of examinations and work requirements. IECC procedures further describe expectations of the student and a student grievance process.

Board Action: Trustee John Brooks made a motion to waive second reading and approve the foregoing policy as recommended. Trustee Barbara Shimer 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #7– “Policy Second Readings” – None.

AGENDA #8 – “Staff Recommendations for Approval” –

#8-A. Distance Delivery Plan: The Distance Delivery Education Plan provides the institutional strategy and structure to support and promote district-wide distance delivery opportunities and the plan outlines the required procedures, training, and support to assist faculty with distance delivery courses and program development. Distance-delivered education at Illinois Eastern Community Colleges involves any formal approach to student learning in which the majority of instruction occurs while the instructors and learners interact synchronously or asynchronously online. IECC provides academic and learning resources, student support services, and technical and administrative support for all forms of distance-delivered programs and courses. The Distance Delivery Education Plan has been updated and revised to continue to effectively respond to the needs of the students and communities we serve. The Chancellor recommended approval of the Distance Delivery Plan.

Board Action: Trustee Gary Carter made a motion to approve the updated Distance Delivery Plan as recommended. Trustee John Brooks 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Renewal of Property, Casualty & Liability Insurance Coverage: The Chancellor recommended approval of the District’s insurance coverage for property, commercial general liability, college board legal, and errors and omissions, commercial automobile, commercial liability, worker’s

compensation, student professional liability, fiduciary liability, cyber liability, and student accident and death. The current premium is \$373,956 and the proposed new premium is \$395,524.

Board Action: Trustee John Brooks made a motion to approve the renewal of the District's property, casualty, and liability insurance coverage 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. FY2021 Budget Resolution: Ryan Hawkins presented the following resolution and the Chancellor recommended approval:

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2021 fiscal year:

1. Date of Fiscal Year: July 1, 2020 – June 30, 2021.
2. Publication of Notice of Public Hearing on Budget: On or before August 5, 2020.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 5, 2020.
4. Mailing Tentative Budget to Board of Trustees: August 5, 2020.
5. Public Hearing on Budget: September 15, 2020, at the hour of 7:00 p.m. local time, Wabash Valley College, 2200 College Drive, Mt. Carmel, IL 62863.
6. Adoption of Budget: September 15, 2020, following the Public Hearing.

Board Action: Trustee Brenda Culver made a motion to approve the foregoing Budget Resolution for Fiscal Year 2021. Student Trustee Sutton Dunn 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Building and Maintenance Fund Resolution: Ryan Hawkins presented the following resolution authorizing the Chancellor of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes, for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items. The Chancellor recommended approval of the resolution:

WHEREAS, expenses payable from taxes levied for operations, building and maintenance purposes and for the purchase of school grounds are subject to 110 ILCS 805/3-20.3.

WHEREAS, funds expended for obligations incurred for the improvement, maintenance, repair or benefit of buildings and property, including cost of interior decorating and the installation, improvement, repair, replacement and maintenance of building fixtures, for the rental of buildings and property for community college purposes or for the payment of all premiums for insurance upon buildings and building fixtures shall be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds,

WHEREAS, payment of all salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment, or the cost of a professional survey of the conditions of school building, or any one or more of the preceding items may not be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds without resolution of the Board of Trustees,

SO BE IT RESOLVED, that the Board of Trustees of the Illinois Eastern Community College District No. 529 by resolution authorizes the Chancellor of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes for the payment of salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

Board Action: Trustee Brenda Culver made a motion to adopt the Building and Maintenance Fund resolution. Trustee Barbara Shimer 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Inter-Fund Loans Resolution: During each fiscal year, transfers are required to be made between existing designated funds to meet obligations of the District.

Each fiscal year the Board of Trustees is asked to approve a resolution authorizing these inter-fund loans and transfers. These inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of meeting the ordinary and necessary expenditures of the district.

The Chancellor recommended that the Board adopt the following resolution which authorizes the Treasurer of the District to make inter-fund loans as required during fiscal year 2021, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2021.

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for Fiscal Year 2021, pursuant to 110 ILCS 805/3-34, and

WHEREAS, these inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the District.

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for Fiscal Year 2021, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2021.

Board Action: Trustee Barbara Shimer made a motion to adopt the foregoing Inter-Fund Loans Resolution as recommended. Trustee Brenda Culver 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yes. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Working Cash Fund: Ryan Hawkins presented the following resolution and the Chancellor recommended approval. The Board of Trustees is required to approve a resolution authorizing the permanent transfer of interest earned on the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District.

The Treasurer of the District has or will transfer approximately \$120,000 from the Working Cash Fund to the General Fund prior to June 30, 2020. Only interest is transferred and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum. The Chancellor recommended that the Board adopt the following resolution authorizing the Treasurer to permanently transfer approximately \$120,000 Working Cash Fund interest to the General Fund on or before June 30, 2020.

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General Fund on or before June 30, 2020;

WHEREAS, the Board of Trustees initiated this transfer pursuant to 110 ILCS 805/3-33.6 for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the district;

WHEREAS, the Board used these funds for aforesaid purposes and no repayment of this money is required;

SO BE IT RESOLVED that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$120,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2020.

Board Action: Trustee Al Henager made a motion to approve the Working Cash Fund Resolution. Student Trustee Sutton Dunn 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. West Side/Central Flora TIF Extension: The City of Flora has requested the IECC District's support to extend the life of the West Side/Central Tax Increment Financing (TIF) area to allow twelve (12) additional years to complete existing projects as well as accommodate new projects in the area. The original TIF was designated June 1, 1997. The Chancellor recommended approval of the TIF extension.

Board Action: Trustee John Brooks made a motion in support of the extension of the West Side/Central TIF for an additional twelve years for the City of Flora. Trustee Barbara Shimer 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Payment of Accrued Bills: The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills accrued in June, but received in July, as expenses for FY2020. By July 25, all FY2020 accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them. At each regular Board meeting, the Board receives an electronic copy of bills for review and payment. At the August Board meeting, that electronic report will include current bills for approval plus the bills that were paid in the accrual period. Each of these accrual period payments will be designated with an A (for accrual) beside the vendor. This procedure has been followed in prior years. The Chancellor recommended approval to pay the FY2020 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting.

Board Action: Trustee Brenda Culver made a motion to pay the FY2020 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting, as recommended. Student Trustee Sutton Dunn 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-I. Lease Agreements: The following IECC leases, as listed in full in the board agenda, were presented for Board of Trustees approval:

1. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. This lease period is being renewed for five years, commencing July 1, 2020 and will expire June 30, 2025.
2. IECC/C.E.F.S. Economic Opportunity Corporation WIA – This lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The lease period is July 1, 2020 through June 30, 2022, at the current monthly rent of \$125.00

3. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas and electric service to the Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2025 under the current lease agreement.
4. IECC/Twin Rivers Lease – The lease began January 2018 and is for approximately 560 square feet of office space for the facilitation of the Twin Rivers Regional Vocational System. The lease term is being extended to June 30, 2022 at the monthly rent of \$225.
5. IECC/LTC Storybrooke Pre-K Lease – The lease began on September 18, 2019 and is for approximately 4,200 square feet in the Industrial Annex of LTC for classroom facilities for a pre-k program. The lease term is being extended to June 30, 2021 at \$2,100 per month rent, with an annual auto renewal if mutually agreed to in writing.
6. IECC/SIU School of Medicine – The lease is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Center of Rural Health and Social Service Development through Southern Illinois University's School of Medicine. The lease period is July 1, 2020 through June 30, 2021, at a monthly rent of \$125.00.

The following leases that are not due for renewal at this time were provided for the Board's information:

1. IECC/LTC and City of Robinson – Intergovernmental Agreement between IECC/LTC and the City of Robinson, as amended by Board action on February 21, 2012, for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street until July 1, 2021.
2. IECC and Prairie State Generating Company – Lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days' notice of either party. No monthly rental charge is paid.
3. IECC/WVC Foundation Lease – Lease for building located at 310-314 West Third Street, Mt. Carmel, IL for Advanced Manufacturing Training. Lease began on July 25, 2009 and was amended by Board action on January 17, 2012 to extend the lease to March 1, 2022. The monthly rental is \$1,401.75 and remains constant throughout the term of the lease.
4. IECC/WVC WVJC Radio Tower – Lease of Property – The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976 to September 30, 2006. The current owner has agreed to extend the lease from July 1, 2013 for thirty years to June 30, 2043 at a cost of \$30.00 for the thirty-year period.
5. IECC/OCC Oil Derrick Lease of Property – The District leases an approximate 2,209 square feet piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009 for twenty years to August 17, 2029.

6. IECC/WRC – The lease is for the softball field and baseball field and is leased to Britton’s Bullpen in exchange for mowing and maintenance of the two fields and two adjoining buildings. Lease term from July 1, 2019 through June 30, 2024.
7. IECC/Rise Broadband – The lease is for the placement of broadband equipment on the District radio station tower located at 15511 River Road, Mt. Carmel. Lease term is for five years from October 5, 2017 to October 5, 2022. Additionally, the agreement automatically renews for five (5) additional terms of one (1) year unless Landlord notifies tenant within 30 days of lease term.

Board Action: Trustee Al Henager made a motion to approve the six leases presented for renewal as recommended. 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-J. Resolution authorizing the issuance of General Obligations Bonds (Alternate

Revenue Source) of the District for community college purposes: In order to address the impact of delayed payment from the State of Illinois and ensuing anticipated planning concerns, the Chancellor recommended that the Board of Trustees consider the issuance of General Obligation (Alternate Revenue Source) Bonds. It was requested that action be taken to declare the Board’s intent to issue bonds, not the actual issuance. These bonds would be used to defray the ordinary and necessary cost of operating the District. The District would pledge tuition, student fees, state aid and any lawfully available funds to the repayment of these bonds. Following approval of the Resolution of Intent to issue, the District will publish the Resolution and a notice to the public opening a petition period. If enough electors so ascribe to the petition, the District will take the Bonds for referendum on the November 3, 2020 ballot. If no such petition is filed within thirty (30) days’ notice, the District shall be authorized to issue the Bonds. The Chancellor recommended the Board approve a motion of intent to issue Taxable General Obligation Bonds (Alternate Revenue Source) in the amount not to exceed \$2,500,000. The following resolution was presented for the Board’s approval.

MINUTES of a regular public meeting of the Board of Trustees of 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 at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o’clock P.M., on the 16th day of June, 2020.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, the following Trustees were physically present at said location: _____

The following Trustees attended the meeting by video or audio conference: _____

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The following officials of the District were physically present at said location and ensured the availability of electronic meeting access by video and/or audio conference to any members of the public attending the meeting in person at said location and requesting such access: _____

The Chairman announced that the Board of Trustees would consider the adoption of a resolution authorizing the issuance of general obligation alternate bonds for community college purposes and directing the publication of a notice setting forth the determination of the Board to issue such bonds.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION**

Notice is hereby given that pursuant to a resolution (the "*Resolution*") adopted by the Board of Trustees (the "*Board*") of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), on the 16th day of June, 2020, the District intends to issue its Taxable General Obligation Bonds (Alternate Revenue Source) (the "*Bonds*") in an aggregate principal amount not to exceed \$2,500,000, for community college purposes. The revenue sources for the payment of the bonds will be tuition, student fees, state aid and any other lawfully available funds of the District. The District will also levy ad valorem property taxes upon all taxable property in the District without limitation as to rate or amount to pay the principal of and interest on the Bonds. A complete copy of the Resolution follows this notice.

Notice is hereby further given that if a petition signed by 4,587 or more electors of the District (being equal to the greater of (i) 7.5% of the registered voters in the District or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less) asking that the issuance of the Bonds be submitted to referendum, is submitted to the Secretary of the Board (the "*Secretary*") within thirty (30) days after the date of publication of this notice, an election on the proposition to issue said bonds shall be held on the 3rd day of November, 2020. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the District shall thereafter be authorized to issue the Bonds.

By order of the Board of Trustees of the District.

Dated this 16th day of June, 2020.

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

RESOLUTION authorizing the issuance of Taxable General Obligation Bonds (Alternate Revenue Source) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, in an aggregate principal amount not to exceed \$2,500,000, for community college purposes, pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended.

* * *

WHEREAS, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), is a duly organized and existing Community College District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Act*”); and

WHEREAS, the Board of Trustees of the District (the “*Board*”) has determined that it is advisable, necessary and in the best interests of the District to defray the ordinary and necessary costs of operating the District (the “*Purposes*”), all in accordance with the preliminary plans and estimate of costs heretofore approved by the Board and now on file in the office of the Secretary of the Board; and

WHEREAS, the estimated costs of the Purposes, including legal, financial, bond discount, capitalized interest, printing and publication costs and other expenses, is not less than \$2,500,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, such costs are expected to be paid for from the proceeds of alternate bonds authorized to be issued at this time pursuant to the Act; and

WHEREAS, it is necessary and for the best interests of the District that the Purposes be financed and in order to raise the funds required for such purpose it will be necessary for the District to borrow an amount not to exceed \$2,500,000 and in evidence thereof to issue alternate bonds in an aggregate principal amount not to exceed \$2,500,000, all in accordance with the Act; and

WHEREAS, the revenue sources that will be pledged to the payment of the principal of and interest on such alternate bonds will be tuition, student fees, state aid and any other lawfully available funds of the District; and

WHEREAS, if such revenue sources are insufficient to pay such alternate bonds, ad valorem property taxes levied upon all taxable property in the District without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on such alternate bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interests of the District to undertake the Purposes in accordance with the preliminary plans and estimate of costs as described, and that for such purpose general obligation alternate bonds of the District are hereby authorized to be issued and sold from time to time in an aggregate principal amount not to exceed \$2,500,000 (the "Bonds").

Section 3. Retention of Placement Agent and Approval of Bond Counsel. The Board hereby retains First Midstate Inc., Bloomington, Illinois, as Underwriter or Placement Agent, as applicable, and approves of Chapman and Cutler LLP, Chicago, Illinois, as bond counsel to the Underwriter or Placement Agent, as applicable, and disclosure counsel to the Underwriter, as applicable, with respect to the proposed issuance of said bonds.

Section 4. Publication. This Resolution, together with a notice in the statutory form, shall be published in the *Olney Daily Mail*, the same being a newspaper of general circulation in the District, and

if no petition, signed by 4,587 electors, the same being equal to the greater of (i) 7.5% of the registered voters in the District or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, asking that the issuance of the Bonds be submitted to referendum, is filed with the Secretary of the Board within thirty (30) days after the date of the publication of this Resolution and said notice, then the Bonds shall be authorized to be issued.

Section 5. Additional Resolutions. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional resolutions or proceedings supplementing or amending this Resolution providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this Resolution is not exceeded and there is no material change in the Purposes described herein. Such additional resolutions or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Resolution, together with such additional resolutions or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 7. Repealer. All resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

Adopted June 16, 2020.

Chairman, Board of Trustees

Secretary, Board of Trustees

Trustee _____ moved and Trustee _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the Chairman declared the motion carried and the resolution adopted, and henceforth did approve and sign the same in open meeting and did direct the Secretary to record the same in full in the records of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Trustees

IN WITNESS WHEREOF, I hereunto affix my official signature, this 16th day of June, 2020.

Secretary, Board of Trustees

Board Action: Trustee Brenda Culver made a motion to approve the Resolution authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of the District for community college purposes. Student Trustee Sutton Dunn 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-K. Affiliation Agreements: IECC wishes to enter into affiliation agreements with Lavender Ridge for the Basic Nurse Assistant Program at Lincoln Trail College and Olney Central College and with Clay County Hospital for the Emergency Response Program at Frontier Community College. The agreements are listed in full in the agenda. The Chancellor recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreements with Lavender Ridge and Clay County Hospital 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” – The Bid Committee presented the following recommendations, followed by Board action as indicated:

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 Stumpf Welding for a total of \$101,213.28.

Company	Total Bid
American Welding & Gas, Inc. Evansville, IN	\$106,177.10
Fox Creek Fabrication Olney, IL	\$112,305.00
Gano Welding Supplies Charleston, IL	\$103,435.05
IL-MO Products Co. Mt. Vernon, IL	\$103,950.00
Stumpf Welding Mascoutah, IL	\$101,213.28

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Olney Central College Welding.

Source of Funds: Funding for the Welders is provided by a Title III program which is supported in part by a five-year grant awarded to Olney Central College from the U.S. Department of Education effective October 1, 2018. The estimated total cost for all project activities is \$2,506,775 financed by the grant award of \$2,249,968 (90%) and \$256,807 (10%) by Olney Central College.

Rationale for Purchase: The proposal from Stumpf Welding was the lowest responsible bidder in conformity with the bid specifications.

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.

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 Freeman Athletic Fields for a total of \$38,479.00.

Company	Total Bid
Freeman Athletic Fields	\$38,479.00
Grassmasters Sod Farms	\$52,790.00
Schenk Sod Farm	\$40,213.67

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Lincoln Trail Athletics – Soccer.

Source of Funds: Gladys Jones Estate.

Rationale for Purchase: The proposal from Freeman Athletic Fields meets the specifications required in the bid at the most cost-effective price in conformity with bid specifications.

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

Board Action: Trustee Gary Carter made a motion to approve the recommendation of the Bid Committee as recommended. Trustee Barbara Shimer 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “District Finance” – The following District financial matters were presented.

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of May 31, 2020.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for June, 2020, totaling \$608,077.33, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Barbara Shimer made a motion to approve payment of district financial obligations for June, 2020, in the amounts listed. 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chancellor's Report” – The Chancellor provided a report on recent District events.

AGENDA #12 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #13 – “Approval of Executive Session Minutes” .

#13-A – “Written Executive Session Minutes” – There was no executive session held during the May 19, 2020 meeting.

#13-B - “Audio Executive Session Minutes” - There was no executive session held during the May 19, 2020 meeting.

#13-C – “Semi-Annual Review of Executive Session Minutes” – The Board of Trustees, having conducted a semi-annual review of executive session minutes as mandated by Section 2.06 of the Open Meetings Act, the Chancellor presented the following report and recommendations:

A. The following written executive session minutes were reviewed in December 2019 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995.
2. Tuesday, August 15, 1995.
3. Tuesday, September 19, 1995.
4. Friday, August 2, 1996.
5. Tuesday, January 17, 2012.
6. February 19, 2019.
7. July 16, 2019.
8. October 15, 2019.

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in June 2020:

1. December 10, 2019.
2. January 21, 2020.
3. February 18, 2020.

C. The following written executive session minutes have been approved and opened to the public record:

1. None.

D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. February 19, 2019
2. May 21, 2019.
3. July 16, 2019.
4. October 15, 2019.
5. December 10, 2019.
6. January 21, 2020.
7. February 18, 2020.

E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the audio tape recordings of the following meetings have been held by the Secretary for more than the 18 months required, and the Secretary is directed to destroy these recordings after this meeting:

1. None.

F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were not held on the following dates:

1. Monday, February 10, 2020. (Reconvened from January 21, 2020)
2. Tuesday, March 17, 2020.
3. Tuesday, April 21, 2020.
4. Tuesday, May 19, 2020.

G. It is recommended that the following previously approved closed meeting minutes be open to the public record:

None.

Board Action: Trustee Gary Carter made a motion to accept the report on the Semi-Annual Review of Executive Session Minutes as outlined and as recommended. Trustee Brenda Culver seconded the motion and on a voice vote, the Chair declared the motion carried.

AGENDA #14 – “Approval of Personnel Report” – Interim HR Director Dana Hart presented the following Personnel Report and recommended approval.

400.1. Employment of Personnel

A. Faculty

1. Dr. Bradley Logsdon, Physical Sciences Instructor, LTC, effective August 13, 2020.

B. Professional Non-Faculty, Exempt

1. Casey Wyllie, Interim Head Men's Basketball Coach, OCC, effective June 17, 2020.

400.2. Change in Status

A. Faculty

1. Dennis York, Coordinator of Industrial Training, LTC, to Broadband Telecom Instructor, LTC, effective August 13, 2020.

B. Professional Non-Faculty, Non-Exempt

1. Sheryl Childers, Administrative Assistant, HR, DO, to Executive Assistant to the Chancellor, DO, effective June 8, 2020.

400.3. Special Assignments FY 2021 (attachments)

400.4. Approval to Hire Director of HR prior to July Board meeting

400.5. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Hours per Calendar Year</u>
Angelia Williams	Good Samaritan Hospital Vincennes, IN	200

400.6. Resignation Ratification

A. Professional Non-Faculty, Exempt

1. Michael Burris, Men's Basketball Head Coach, OCC, effective May 27, 2020.

400.7. Retirement Ratifications

A. Administration

1. Marilyn Holt, Interim Chief Executive Officer, DO, effective June 21, 2020.

B. Professional Non-Faculty, Exempt

1. Pamela Swanson-Madden, Program Director of International Student & Director of District Student Recruitment, DO, effective July 1, 2020.

C. Professional Non-Faculty, Non-Exempt

1. Amy Loss, Coordinator of Registration & Records, FCC, effective October 1, 2020.

**Special Assignments
Frontier Community College**

		Approved 2019-2020	Recommended 2020-2021
Academic			
1. Gerry Kinney	Lead Inst. Electrical Distribution	\$550*	\$550*
2. Rodney Maxey	Lead Inst Auto Tech	\$550 *	\$550 *
3. Jodi Peach	Lead Inst Health Informatics	\$550 *	\$550 *
Athletic			
1. Jan Wiles	Athletic Director	\$3,500	\$3,500
2. Nixie Hnetkovsky	Head Volleyball Coach	\$6,000	\$6,000
Other			
1. Kent Staley	O & M Team Leader	\$7,500	\$7,500

* \$100 of Lead Instructor Stipend is paid by Assessment budget.

**Special Assignments
Lincoln Trail College**

Academic		Approved 2019-2020	Recommended 2020-20201
1. Travis Matthews	Lead Inst Broadband Telecomm	\$650 *	\$650
2. Jared Gullett	Lead Inst Health Programs (Medical Assistant, Electronic Medical Records, & Pharmacy Technician)	\$550 *	\$550
3. Tina Lindley	Lead Inst Process Technology	\$550 *	\$550
Athletic			
1. Kevin Bowers	Athletic Director	\$5,000	\$5,000
Extra-Curricular			
1. Rebecca Carmack	Performing Arts Coordinator	\$1,500	\$1,500
Other			
1. Chris Ellington	O & M Team Leader	\$7,500	\$7,500
2. Christina Siegel	Interim Bookstore Manager	\$6,200	\$6,200

* \$100 of Lead Instructor Stipend is paid by Assessment budget.

**Special Assignments
Olney Central College**

Academic		Approved 2019-2020	Recommended 2020-21
1. Lonnie Barnes	Lead Inst Collision Repair Tech	\$550 *	\$550 *
2. Shasta Bennett	Lead Inst Human Resource Assistant	\$550 *	\$550 *
3. Tyler Boyles	Lead Inst CRT Auto Service Tech	\$550 *	\$550 *
4. Curtis Marshall	Lead Inst Welding	\$550 *	\$550 *
5. Logan Marshal	Lead Inst Industrial Maintenance	\$550 *	\$550 *
6. Amie Mayhall	Lead Inst Medical Office Assistant	\$600 *	\$600 *
7. Kristi Urfer	Lead Inst Accounting	\$600 *	\$600 *
Academic – Allied Health			
1. Wanda Douglas	Dept Head, Nursing/FCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
2. Angelia Williams	Dept Head, Nursing/LTC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
3. Anne Hustad	Dept Head, Nursing/OCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
4. Jasmyne Lewis	Dept Head, Nursing/WVC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
5. Lisa Rauch	Director of Radiography	\$1,000	\$3,000
6. Brittany Ochs	Clinical Coordinator, Radiography	\$500	\$1,500
Extra-Curricular			

1. Wade Baker	Performing Arts Coordinator	\$1,000	\$1,000
2. Laurel Cutright	Academic Challenge Coordinator	\$350	\$350
3. Tammie Bohnhoff	Academic Challenge Asst Coordinator	\$200	\$200
4. Rob Mason	Academic Challenge Asst Coordinator	\$200	\$200
Other			
1. Clay Atkins	O & M Team Leader	\$7,500	\$7,500
2. Linda Shidler	Interim Director of the LRC	\$2,200/month	\$2,200/month

* \$100 of Lead Instructor Stipend is paid by Assessment budget.

**Special Assignments
Wabash Valley College**

Academic		Approved 2019-2020	Recommended 2020-21
1. Scott Balding	Lead Inst Diesel Equipment Tech	\$600 *	\$600 *
2. Joseph Brown	Lead Inst Truck Driving	\$550 *	\$550 *
3. Carla Cadwalader	Lead Inst Early Childhood Dev	\$550 *	\$550 *
	Small World	\$200/month	\$200/month
4. Jay Carter	Lead Inst Advanced Manufacturing	\$550 *	\$550 *
5. Steve Hnetkovsky	Lead Inst Agriculture Production	\$550 *	\$550 *
6. Ronda Hockgeiger	Lead Inst Social Services	\$550 *	\$550 *
7. Kyle Peach	Lead Inst Radio/TV	\$550 *	\$550 *
	Director of Broadcasting	\$8,000	\$8,000
8. Doug Robb	Lead Inst Agriculture Business	\$550 *	\$550 *
9. David Wilderman	Lead Inst Marketing	\$550 *	\$550 *
10. Brian Wick	Lead Inst Gunsmithing	\$550 *	\$550 *
Athletic			
1. Mike Carpenter	Athletic Director	\$5,000	\$5,000
2. John (Asa) Defendall	Head Softball Coach	\$6,000	\$6,000
3. Patrick Harris	Head Women's Soccer Coach	\$6,000	\$6,000
4. Todd Gill	Head Fishing Team Coach		\$6,000
Other			
1. Adam Roesch	O & M Team Leader	\$7,500	\$7,500

* \$100 of Lead Instructor Stipend is paid by Assessment budget.

**Special Assignments
District Office**

Extra-Curricular		Approved 2019-2020	Recommended 2020-2021
1. Kristi Urfer	Director of Online Learning	\$10,000 + 6 hrs. release time	\$10,000 + 6 hrs. release time
Athletic			
1. Tyler Browning	Athletics Compliance Coordinator	\$6,000	\$6,000
Other			
1. Ryan Hawkins	Treasurer	\$200/month	\$200/month
2. Dana Hart	Interim Director of Human Resources	\$500/month	\$500/month
3. Chris Forde	Director of Marketing & Public Information		\$6,000

ADDENDUM

400.6. Resignation Ratification

A. Professional Non-Faculty, Exempt

1. Lacey Shalenko, Head Women's Basketball Coach, WVC, effective June 13, 2020.

400.8. Termination of Employment

A. Administrative, Non-Exempt

1. Kyle Gray, Director of Business, LTC, effective June 17, 2020.

B. Professional Non-Faculty, Exempt

1. Lindsey Buck, TRIO Upward Bound Coordinator, DO, effective June 17, 2020.

400.9. Academic Rank Change from Instructor to Assistant Professor

A. Faculty

1. Logan Marshall

400.10. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty

1. Professional Development

This is a Memorandum of Agreement between the Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (“Board”) and the Illinois Eastern Colleges Education Association, IEA-NEA (“Association”). The Board and the Association hereby agree as follows:

1. In recognition of the mutual interests of both parties in supporting the exploration of high quality, pedagogically sound online education opportunities, the parties are committed to attracting interested faculty to pursue professional development initiatives in online education, training and professional development in this area, and to the utilization of appropriate technologies in delivering quality online education.

The parties recognize that current technology allows methods of instruction different from traditional instruction-in-the-classroom and specifically allows delivery of instruction to learners who are not bound within the walls of a campus classroom.

2. Participation by faculty in online education professional development will be voluntary. The decision by a faculty member not to be involved with online education professional development will not be negatively evaluated.
3. Faculty who complete EDU 2198 will be paid a one-time stipend of \$200 upon completion and submitting proof of completion to their Dean of Instruction. Institutional fees and tuition would be waived for this course.
4. Performance of online professional development activities pursuant to this Agreement shall not count as load for a faculty member under section 9.2 of the agreement or toward Educational Level Change under section 9.9.2 or 9.9.3.
5. This Agreement is non-precedential in all aspects. The Board and Association agree that This Memorandum of Agreement shall expire August 12, 2020, and cannot be cited by faculty members in the future.

#14-A. Board Action to Amend Personnel Report: Trustee Brenda Culver made a motion to approve the addendum to the Personnel Report and also to amend the Personnel Report, to change the Athletic Director stipend at FCC for Jan Wiles from \$3,500 to \$5,000 and to withdraw the Stipend for OCC Radiography Clinical Oversight payment of \$1,500 and to withdraw the stipend for the OCC Director of

Radiography stipend payment of \$3,000 . 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 that the “Ayes” have it and the motion carried.

#14-B. Board Action to Approve Amended Personnel Report: Trustee Gary Carter made a motion to approve the amended Personnel Report as recommended. Trustee Barbara Shimer 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, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Other Items” – None.

AGENDA #18 – “Adjournment” – Trustee Gary Carter made a motion to adjourn. 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. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 9:08 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

**Conduct a public hearing for the issuance of General Obligation Bonds (Alternate Revenue Source)
for community college purposes**

Agenda Item #3

Disposition of Minutes

Agenda Item #4

Recognition of Visitors and Guests

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

Agenda Item #5

Public Comment

Agenda Item #6

**Reports
Trustees
Presidents
Cabinet**

Agenda Item #7

Policy First Reading (and Possible Approval)

None

Agenda Item #8

Policy Second Reading

None

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

Technology Plan

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 21, 2020
RE: Technology Plan

Beginning in 1996, the District initiated a program of improving internal telecommunication programs and the District's computer system. By 2001, the District began expending \$440,000.00 per year on its technology plan. Since 2001, the District has adopted annually its forecast expenditures for the year and for each of the next three-five years.

The Technology Committee, with input from representatives throughout the district, developed the Technology Plan for FY 2021 through FY 2023. The plan establishes a blueprint that sets forth IECC's Information Technology vision, mission, and the action plans for supporting the academic experience of students and strengthening the educational mission of faculty and staff.

The Technology Plan is grouped into the categories of administrative systems, academic technology, and technology infrastructure and contemplates expenditures of \$600,000 each year for a total anticipated expenditure of \$1,800,000.

Major initiatives in fiscal year 2021 include:

- Upgrade software systems and work with consultants to improve functionality and automation.
- Continue to monitor and improve cybersecurity tools and procedures.
- Implement and support software and hardware to improve the online learning environment.
- Upgrade technology infrastructure throughout the district.

I ask the Board's approval of the Technology Plan as submitted.



Illinois Eastern Community Colleges

Technology Plan

2021-2023

Frontier Community College – Fairfield, Illinois
Lincoln Trail College – Robinson, Illinois
Olney Central College - Olney, Illinois
Wabash Valley College – Mt. Carmel, Illinois

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TECHNOLOGY COMMITTEE MEMBERS

The IECC staff and students wish to express a special thank you to the Technology Committee members and the technology staff

Alex Cline, DO
Jay Edgren, FCC
Matt Fowler, WVC
Ryan Gower, DO/LTC
Ryan Hawkins, DO
Travis Matthews, LTC
Rodney Ranes, OCC
Kristi Urfer, OCC/DO
Brandon Weger, DO

INFORMATION TECHNOLOGY STAFF

IECC is fortunate to have skilled and dedicated professionals to support the technology needs of the district. These employees do an excellent job of implementing technology solutions in support of IECC's mission.

District Office

Cris Costantino, Research Data Analyst
Jeff Gumbel, Coordinator of Web/Online Learning Services
Carrie Hallam, Part-Time IT Trainer/Support
Cameron Percy, Technology Systems Specialist
Paul Tait, Systems Administrator
Dave Wingert, IT Technician
Jay Zwilling, Systems Administrator

FCC

Terry Chrtt, IT Technician

LTC

Tristan Caparas, IT Technician

OCC

Allen Simpson, IT Technician

WVC

Bobby Moyes, IT Technician

Submitted to Cabinet: July 8, 2020

Submitted to Board of:

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

MISSION

Our mission is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

Purposes

The District is committed to high academic standards for pre-baccalaureate, career and technical education that sustain and advance excellence in learning. The mission is achieved through a variety of programs and services that include, but are not limited to:

- educational programs, including pre-baccalaureate, career and technical degrees and certificates that prepare a diverse student body for transfer to a four-year institution of higher education or entry into a multicultural global workplace;
- program, course and institutional goals that have identifiable and measurable learning outcomes that are clearly understood by students;
- utilization of resource-sharing partnerships to expand, retrain, and strengthen the industrial base of southeastern Illinois;
- development of partnerships with pre-K through high schools allowing for the smooth transition and progression of students through lifelong learning;
- academic programs and institutional services that are reviewed and revised on a scheduled time frame with a focus on accountability relative to planning, student and program assessment, and learning outcomes;
- adult and continuing education designed to meet the immediate and long-term needs of the residents in the District;
- programs in remedial education, which assist District residents in attaining skills and abilities needed to enter and complete college-level programs;
- student advisement, counseling, and placement services for the purpose of assisting students in choosing a program of study, transferring to a four-year institution, entering employment, or completing certificate or course goals;
- curricula and services that are developed and updated, as necessary, to meet both short- and long-term needs of the residents of the District;
- community education and community service activities that provide a cultural and intellectual resource center for the area as well as identifying and honoring multiculturalism and diversity within our communities;
- professional enrichment and growth experiences for college, faculty, administrators, and staff which will improve and enhance instruction and service; and,
- resources, facilities, staff, and equipment to support all program and service components of the college.

TECHNOLOGY PLAN FY 2021-2023

EXECUTIVE SUMMARY

With the support and commitment of the Board of Trustees, staff, faculty and administration, IECC continues to improve the technological resources available throughout the district. The FY 2021 – FY 2023 Technology Plan serves as a review of FY 2020 technology projects and outlines current and future technological needs. The goal of the plan is to improve technological services for faculty, staff, and students within the projected budget.

A Technology Committee comprised of employees throughout the IECC District provided input and guidance for the plan. This Committee identified technological resources needed to better serve the citizens of District 529 and developed a Technology Plan that:

- is supported by the four colleges, workforce education, and district office and includes their full commitment to the implementation of the adopted plan.
- is cost-effective, with regard given to present and anticipated financial resources.
- is developed with input from key officers from each college and the district office with full consideration given to the American Disabilities Act and the need to accommodate access for those with physical challenges.
- ensures investments in technologies that will provide a sound, reliable, and secure infrastructure.
- focuses on major technology needs outside of the normal operating budget and grant funds.

TECHNOLOGY VISION AND MISSION FOR ILLINOIS EASTERN COMMUNITY COLLEGES

IECC has actively built a substantial technology foundation rapidly adopting a significant amount of technology. The district must continue to upgrade technology in order to maximize the educational benefits to the citizens of District 529.

Technology changes on a regular basis; therefore, the Technology Plan is a “living” document that will be updated on an annual basis. The plan is a blueprint for tomorrow that sets forth IECC’s information technology vision, strategic directions, and action plans for achieving the empowerment of the district’s community through information technology.

The vision of IECC’s Technology Plan is to create a sustainable environment that integrates technology into the framework of the institution and provides our students, faculty and staff with the information, tools and services where and when needed.

The mission of the Information Technology Plan is to provide secure, reliable and accessible technology services in support of the overall mission of Illinois Eastern Community Colleges.

FISCAL YEAR 2020 TECHNOLOGY PLAN ACCOMPLISHMENTS

Below are status updates for the 2020 Technology Plan projects.

STATUS UPDATE

Administrative Systems

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Banner System Upgrades and Consulting	☑ Completed	1. Purchased Banner consulting to perform a required Oracle database upgrade. 2. Purchased job scheduling software to automate manual daily Banner processing.
Emergency Notification System	☑ Completed	Purchased the Regroup emergency notification system.
Office 365 Implementation	In Process	Contracted with Keller Schroeder to assist with Microsoft Azure Active Directory and Office 365 conversion. Employees and students have been migrated and we are setting up access to applications.
Data Security Assessment	☑ Completed	Contracted with Keller Schroeder to perform a technology security assessment and vulnerability testing. Assessment was completed and recommendations were reviewed with IECC technology staff.

Academic Technology

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Computer Software Licenses	☑ Completed	Purchased the following District-wide software licenses: Canvas, Microsoft Office 365 and server licenses, Antivirus, Deepfreeze, Insight, and Zoom Video Conferencing.
Online Software Subscriptions	☑ Completed	Purchased district-wide LRC software subscriptions were also purchased: American History, World History, World News, Issues and Controversies, Today's Science, Literary Reference Center, Small Business Reference Center, and Access Science.

Program-Specific Academic Technology	Completed	Purchased technology equipment and software based on campus needs. Purchases included computers, display TVs and software.
Computer Display Units and Video Conferencing	Completed	Purchased TVs/projectors to upgrade classroom technology.
Improve Online Student Academic Integrity Systems	In Process	Piloting Respondus lock-down browser and test monitor software for online test proctoring.

Infrastructure

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Network Equipment and Consulting	Completed	Purchased consulting services to assess wireless network infrastructure and to implement new firewall VPN service. Purchased Netwrix Auditor for MS Active Directory security monitoring.
Network Servers and Storage	Completed	Purchased additional virtual server host, VMWare software and backup software.
Network Power Backup and Surge Protection	Completed	Purchased battery backups for various equipment rooms.
Computer Replacements	Completed	Replaced 142 instructional and 108 staff computers.
Surveillance System Upgrades	Completed	Upgraded a DVR for video storage.

TECHNOLOGY GOALS AND ACTIVITIES

FY 2021 – FY 2023

The improvements and recommendations established through the Technology Plan are listed below as goals in the areas of administrative systems, academic success, and infrastructure. The goals and activities of the Technology Plan are not a wish list, but represent the cost for improvements, upgrades and maintenance necessary to provide the technological resources required by the IECC district. These projects represent technology needs outside the normal operating budget and grant funds.

GOAL 1: MAINTAIN AND UPGRADE SYSTEMS IN SUPPORT OF ADMINISTRATIVE OPERATIONS

Activity 1: Implement a Customer Relationship Management (CRM) system to streamline communications with external constituents.

Activity 2: Upgrade the hardware and software that supports Banner, the centralized administrative software system. This system contains the core information required for day-to-day operations at IECC including financials, human resources, student records, and financial aid. Additional software demands from Banner upgrades, web access, online reporting, and imaging system access require additional computing capacity. Training is also required to help employees utilize system functionality and increase efficiency.

(Strategic Plan goal 2, strategy 5, objective 3)

Activity 3: Purchase the emergency notification system subscription to send out emergency alert text, email, and voice messages. (Strategic Plan goal 1, strategy 3, objective 1)

Activity 4: Perform annual data security assessment and vulnerability scanning to continuously improve IECC's technology security posture.

Activity 5: Purchase website hosting service and support for the newly redesigned website.

GOAL 2: PROVIDE TECHNICAL RESOURCES TO SUPPORT ACADEMIC SUCCESS

Activity 1: Purchase software applications such as the online learning management system, video conferencing, Microsoft Office 365 Education subscription, Microsoft Windows Servers and antivirus software. These applications are accessible to all students and employees throughout the district. As with all areas of technology, software applications change rapidly. IECC must teach and use the most current software applications to give both students and employees the tools needed to compete in today's marketplace.

Activity 2: Purchase online software subscriptions. Many research materials are now available online and are accessible by purchasing annual software subscriptions. Purchasing access to the online materials as a district provides district-wide access to the information and takes advantage of quantity discounts.

Activity 3: Purchase technology needed to support program-specific academic areas. Technology purchases from this line-item will be left to the discretion of the Chancellor, CFO, Director of IT, College Presidents, and

College Deans. Funds distribution will be as follows: FCC: \$32,000, LTC: \$32,000, OCC: \$32,000, WVC: \$32,000, WE: \$12,000.

(Strategic Plan goal 2, strategy 3, objective 5)

GOAL 3: MAINTAIN AND UPGRADE THE DISTRICT'S TECHNOLOGY INFRASTRUCTURE

Activity 1: Upgrade the existing wired and wireless network equipment and bandwidth. Increases in both instructional and administrative network applications drive the need for faster network and additional wireless access; therefore, we must annually upgrade the networking equipment to accommodate the demands. (Strategic Plan goal 1, strategy 2, objectives 1 & 2)

Activity 2: Upgrade network servers and data storage equipment to support various applications throughout the district. Continue to evaluate cloud-based storage and server options.

Activity 3: Upgrade battery backup and surge protection systems throughout the district.

Activity 4: Replace computers that no longer meet minimum requirements. The lifecycle of a computer ranges from three to five years depending on application requirements. A line item to ensure the replacement of outdated computers is critical.

Activity 5: Upgrade the district-wide video surveillance system cameras and storage.

Technology Plan Budget

FY 2021 - 2023

Administrative Systems

Link to Strategic Plan

<u>Description</u>	<u>Goal</u>	<u>Objective</u>	<u>Strategy</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>TOTALS</u>
1 CRM System for Constituent Tracking				\$10,000	\$10,000	\$10,000	\$30,000
2 Banner Improvements and Training	2	5	3	\$60,000	\$20,000	\$20,000	\$100,000
Emergency Notification System and							
3 Texting	1	3	1	\$5,000	\$5,000	\$5,000	\$15,000
4 Data Security Assessment and Scanning				\$20,000	\$20,000	\$20,000	\$60,000
5 Website hosting and Support				\$20,000	\$10,000	\$10,000	\$40,000
				\$115,000			
Administrative Systems Totals				0	\$65,000	\$65,000	\$245,000

Academic Technology

				\$190,000	\$190,000	\$190,000	
1 Computer Software Licenses				0	0	0	\$570,000
2 Online Software Subscriptions				\$20,000	\$20,000	\$20,000	\$60,000
				\$140,000	\$140,000	\$140,000	
3 Program-Specific Academic Technology				0	0	0	\$420,000
				\$350,000	\$350,000	\$350,000	\$1,050,000
Academic Technology Totals				0	0	0	0

Infrastructure

1 Network Equipment and Consulting	1	4	1& 2	\$60,000	\$45,000	\$45,000	\$150,000
2 Network Servers and Storage				\$20,000	\$20,000	\$20,000	\$60,000
Network Power Backup and Surge							
3 Protection				\$25,000	\$5,000	\$5,000	\$35,000
					\$100,000	\$100,000	
4 Computer Replacements				\$0	0	0	\$200,000
5 Surveillance System Upgrades				\$30,000	\$15,000	\$15,000	\$60,000

Infrastructure Totals	\$135,000	\$185,000	\$185,000	
	0	0	0	\$505,000
<hr/>				
Totals	\$600,000	\$600,000	\$600,000	\$1,800,000
	0	0	0	0
<hr/>				

Agenda Item #9B

Athletic Training Agreement LTC

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 21, 2020
RE: Crawford Memorial Hospital Athletic Training Services Contract

Crawford Memorial Hospital (CMH) has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2020-2021.

Lincoln Trail College has been extremely satisfied with the services provided by CMH under the existing agreement and LTC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Training Agreement with Crawford Memorial Hospital.

RG/sc

Attachment

ATHLETIC TRAINING SERVICES AGREEMENT

This ATHLETIC TRAINING SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2020 (the "Effective Date"), by and between CRAWFORD HOSPITAL DISTRICT (D/B/A CRAWFORD MEMORIAL HOSPITAL), an Illinois special district of government (hereinafter, "CMH"), and ILLINOIS EASTERN COMMUNITY COLLEGES (hereinafter, the "College") (each of CMH and the College, a "Party" and collectively the "Parties").

RECITALS

WHEREAS, CMH and the College desire to have CMH provide certain athletic training services to Lincoln Trail College (hereinafter, "Lincoln Trail Campus"), as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and other terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1.1 CMH Athletic Trainers. CMH shall provide to College one or more of CMH's employed licensed athletic trainers (the "Athletic Trainer(s)") to perform the Services (as defined below). CMH may, in its sole discretion, utilize one or more student trainees who shall operate under the supervision of the Athletic Trainer(s)
- 1.2 Term and Termination. The term of this Agreement shall begin on the Effective Date, shall continue for a period of one (1) year, and shall automatically renew for like terms unless earlier terminated earlier by either Party. Either Party may, with or without cause and for any reason whatsoever, terminate this Agreement with thirty (30) days written notice to the other Party.
- 1.3 Services. During the term of this Agreement, Athletic Trainers shall perform for Lincoln Trail Campus the services listed in Schedule A ("Services"). CMH shall use commercially reasonable efforts to satisfy its obligations under this Agreement and shall keep the College informed on a regular basis as to CMH's ability to staff the events listed in Schedule A. College's sole remedy for any Athletic Trainer's failure to meet College's expectations regarding the provision of the Services is to notify CMH and request a replacement Athletic Trainer or to terminate this Agreement.
- 1.4 Consideration. Upon execution of this Agreement and at the commencement of each renewal term, College shall pay to CMH the sum of **SEVEN THOUSAND AND 250/100 DOLLARS (\$7,250.00)**. In the event either Party terminates this Agreement before the expiration of the initial term or any renewal term, any moneys already paid to CMH for Services not performed shall be promptly reimbursed to the College in such amount as the Parties mutually agree.
- 1.5 Relationship of the Parties. In the exercise of their respective rights, and the performance of their respective obligations hereunder, the Parties are, and will remain, independent contractors. Nothing in this Agreement will be construed to constitute the Parties as partners, or principal and agent for any purpose whatsoever. Neither Party will bind, or attempt to bind, the other Party to any contract or other obligation, and neither Party will represent to any third party that it is authorized to act on behalf of the other Party to this Agreement. Athletic Trainers are the employees of CMH and not the College.
- 1.6 Notices. Any notice, request, instruction, or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given (a) when received, if given in person or by courier or a courier service, (b) on the date of transmission, if sent by facsimile or other wire transmission (receipt confirmed), or (c) five business days after being deposited in the mail, certified or registered, postage prepaid:

If to CMH:
Crawford Hospital District
d/b/a Crawford Memorial Hospital
1000 North Allen Street
Robinson, Illinois 62454
Facsimile: (618) 546-2682
Attention: Chief Executive Officer

If to the College:
Illinois Eastern Community Colleges
Lincoln Trail College
11220 State Highway 1
Robinson, Illinois 62454-5707
Facsimile: (618) 544-4705
Attention: Athletic Director

- 1.7 Indemnification. The Parties agree to defend, hold harmless and indemnify each other, their directors, officers and members from and against any and all losses, damages, claims, demands, suits, actions, expenses and liabilities, including reasonable attorneys' fees and expenses, associated therewith or with successfully establishing the right to indemnification hereunder, which arise out of, in connection with or result from any claim, action or other proceeding, that is based on: (i) the negligent actions or omissions of the indemnifying Party; and (ii) either Party's breach of any of the representations, warranties or covenants contained in this Agreement.
- 1.8 Confidentiality. The Parties shall comply with all federal and state laws pertaining to medical record confidentiality and disclosure. To the extent, and for so long as required, the Parties represent that they shall make all reasonable efforts to comply with the provisions of 42 U.S.C. § 1171, *et. seq.* enacted by the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder all amended from time to time, including but not limited to the requirement for a business associate agreement, if applicable.
- 1.9 Access to Books and Records. The Parties agree that they will allow the Comptroller General of the United States, Health and Human Services, and their duly authorized representatives, access to the contracts, books, documents, and records of both Parties until the expiration of four (4) years after the services are furnished under this Agreement. The access will be provided for in accordance with the provisions of 42 CFR § 420.302 and related regulations. Furthermore, the Parties agree that if any of the value or cost of any work provided by a subcontractor of one Party to the other Party for any twelve (12) month period has a value of Ten Thousand and 00/100 Dollars (\$10,000) or more, the subcontractor will be required to sign a similar agreement to make its books and records available for such four (4) year period of time. The Parties further agree they will adhere to the Illinois Local Records Act, 55 ILCS 205/1, *et. seq.* and any other applicable legal requirement(s).
- 1.10 Tax Exempt Status. In the event the performance by either Party of any term, covenant, condition or provision of this Agreement should jeopardize CMH's tax exempt status, license, ability to participate in Medicare or Medicaid, or an accreditation by the Joint Commission on Accreditation of Healthcare Organizations or any other state or nationally-recognized accreditation organization, or violate any statute, regulation, ordinance, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, CMH may at its option terminate this Agreement immediately.
- 1.11 Miscellaneous Provisions. (i) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any prior understandings, agreements, or representations by the Parties, written or oral, to the extent they relate in any way to the subject matter hereof; (ii) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign any of its rights or obligations hereunder, directly or indirectly, without the prior written consent of the other Party; (iii) No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party; (iv) No waiver by a Party of any provision of this Agreement or any default hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default hereunder or affect in any way any rights arising by

virtue of any prior or subsequent such default; (v) This Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Illinois, and any dispute arising from this Agreement shall be venued in the state and federal courts of Crawford County, Illinois; (vi) This Agreement shall not confer any rights or remedies upon any person (including Athletic Trainer or any replacement employee) other than the Parties; (vii) The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement; (viii) This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by facsimile or electronic transmittal; (ix) Each Party warrants and represents by its execution of the Agreement that it has full power and authority to enter into this Agreement, and this Agreement was adopted by its respective bodies with power to adopt upon proper resolution and vote at a meeting duly and lawfully called and with power to consider this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CRAWFORD HOSPITAL DISTRICT
(D/B/A CRAWFORD MEMORIAL HOSPITAL)

ILLINOIS EASTERN COMMUNITY COLLEGES
LINCOLN TRAIL COLLEGE

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

SCHEDULE A

SERVICES

Subject to the conditions set forth in the Agreement, CMH will provide athletic training services to College at the Lincoln Trail Campus consistent with the Illinois Athletic Trainers Practice Act, 225 ILCS 5/1, *et. seq.*, as amended from time to time. Examples of the Services that may be provided include to the extent applicable:

- A. Selection, fitting, and maintenance of protective equipment;
- B. Assistance to the coaching staff in the development and implementation of conditioning programs;
- C. Counseling of athletes on nutrition and hygiene;
- D. Inspection of athletic training and playing facilities, equipment and supplies;
- E. Coordination with a licensed physician(s) to provide:
 - (i) pre-competition physical exam and health history updates,
 - (ii) game coverage or phone access to a physician or paramedic,
 - (iii) on-site and follow-up injury care,
 - (iv) reconditioning programs, and
 - (v) assistance on other matters pertaining to the health and well-being of athletes.
- F. With a physician, determination of when an athlete may safely return to full participation post-injury;
and
- J. Maintenance of records of athletic injuries and treatments rendered.

Services shall be provided at the following events, listed in order of priority¹:

- Home game coverage for women's soccer, men's and women's basketball, baseball, volleyball and softball.
- Weekday Athletic Training Room Coverage for a minimum of two (2) hours on non game coverage weekdays and one (1) hour on game coverage weekdays.
- Post-season tournament(s) coverage hosted at the Lincoln Trail Campus

College will provide:

- Basic athletic training supplies such as tape, pre-wrap, bandages, AED, etc.

¹ Should events overlap, CMH shall determine, in its sole discretion, which event shall be staffed. In the event of Athletic Trainer's inability to attend a scheduled event, whether due to injury or illness or for any other reason, CMH will promptly notify College.

Agenda Item #9C

CAISA and SAFE

Memorandum of Understanding

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 21, 2020
RE: Memoranda of Understanding

As required by Title IX, and referenced in IECC Policy 100.31, we must have confidential advisors available to a student or employee who experiences sexual violence, should they choose to seek their services.

IECC wishes to enter into memorandums of understanding with:

Counseling & Information for Sexual Assault/Abuse (CAISA), a not-for-profit corporation, Robinson, Illinois

Sexual Assault and Family Emergencies (SAFE) a not-for-profit corporation, Vandalia, Illinois

I ask the Board's approval of these Memoranda of Understanding.

RG/sc

Attachments

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNSELING & INFORMATION FOR SEXUAL ASSAULT/ABUSE

and

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Counseling & Information for Sexual Assault/Abuse (herein after called CAISA) a not-for-profit corporation, with primary offices located at 10499 N. State Highway 1 Robinson, Illinois 62454 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2020 through July 31, 2021. Said parties respectively do hereby agree as follows:

Section I: Definitions

Survivor: a student who has experienced sexual violence, dating violence or stalking while enrolled in higher education.

Confidential Advisor: a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

Comprehensive Policy: a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

Section II: Description of Services

All services to survivors, provided by CAISA will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of CAISA (when necessary) and information on protective orders. CAISA will provide this service in a manner that protects the student's privacy and rights under the law. Note: CAISA does not directly provide services for domestic violence; however, CAISA will refer any survivors of such to the appropriate community-based domestic violence support agency.

Section III: CAISA Services and Responsibilities

1. A CAISA advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40-hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the CAISA advocate on call. Upon receiving the call the CAISA advocate will respond to the request over the phone within 15 minutes.
2. 24-hour CAISA hotline. Upon receiving a request for CAISA services through the hotline a call is made to the CAISA advocate on call. Upon receiving the call the CAISA advocate will respond to the request over the phone within 15 minutes.
3. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information,

information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.

4. If the student is within the 6 county area CAISA serves the CAISA advocate can assist with accompaniment to a police station, administrative hearings or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
5. CAISA will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
6. Provide the Institution with brochures and literature on how to contact CAISA in addition to CAISA services and their role as Confidential Advisors to the Institution.
7. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
8. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

Section IV: The Institution's Services and Responsibilities

Regarding linkage to crisis intervention services for student survivors, the Institution will:

1. Ensure students have knowledge of CAISA hotline number and how to call immediately for assistance. CAISA will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
2. Provide CAISA with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.
3. Provide CAISA with information on campus support services such as counseling and onsite medical services, if applicable.
4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing CAISA to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

Section V: Additional Considerations

Both the Institution and CAISA will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors and be in a position to make decisions should there be a question about policy, procedure or clarification regarding the roles of CAISA or the Institution.

The liaison for the Institution is:

Name: Libby McVicker
Title: Program Director of Grants & Compliance
Phone: 618-393-3491
Email: mcvickero@iecc.edu

The Liaison for CAISA is:

Name: Mickie Owens
Title: CAISA Advocate
Phone: 618-544-9379
Email: mickie.caisa@sacis.org

Agreed:

CAISA
By: _____
Name: _____
Title: _____

Institution
By: _____
Name: _____
Title: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

SEXUAL ASSAULT AND FAMILY EMERGENCIES

and

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Sexual Assault and Family Emergencies (herein after called SAFE) a not-for-profit corporation, with primary offices located at 1410 Sunset Drive, Suite G, Vandalia, Illinois 62471 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2020 through July 31, 2021. Said parties respectively do hereby agree as follows:

Section I: Definitions

Survivor: a student who has experienced sexual violence, dating violence or stalking while enrolled in higher education.

Confidential Advisor: a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

Comprehensive Policy: a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

Section II: Description of Services

All services to survivors, provided by SAFE will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of SAFE (when necessary) and information on protective orders. SAFE will provide this service in a manner that protects the student's privacy and rights under the law. Note: SAFE does not directly provide services for domestic violence; however, SAFE will refer any survivors of such to the appropriate community-based domestic violence support agency.

Section III: SAFE Services and Responsibilities

1. A SAFE advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40-hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24-hour SAFE hotline. Upon receiving a request for SAFE services through the hotline a call is made to the SAFE advocate on call. Upon receiving the call the SAFE advocate will respond to the request over the phone within 15 minutes.
2. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information,

information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.

3. If the student is within the 11 county area SAFE serves the SAFE advocate can assist with accompaniment to a police station, administrative hearings or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
4. SAFE will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
5. Provide the Institution with brochures and literature on how to contact SAFE in addition to SAFE services and their role as Confidential Advisors to the Institution.
6. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
7. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

Section IV: The Institution's Services and Responsibilities

Regarding linkage to crisis intervention services for student survivors, the Institution will:

1. Ensure students have knowledge of SAFE hotline number and how to call immediately for assistance. SAFE will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
2. Provide SAFE with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.
3. Provide SAFE with information on campus support services such as counseling and onsite medical services, if applicable.
4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing SAFE to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

Section V: Additional Considerations

Both the Institution and SAFE will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors, and be in a position to make decisions should there be a question about policy, procedure or clarification regarding the roles of SAFE or the Institution.

The liaison for the Institution is:

Name: Libby McVicker
Title: Program Director of Grants & Compliance
Phone: 618-393-3491
Email: mcvickero@iecc.edu

The Liaison for SAFE is:

Name: Cyndi Addison
Title: SAFE Advocate
Phone: 618-244-9330
Email: fayetteinter@yahoo.com

Agreed:

SAFE
By: _____
Name: _____
Title: _____

Institution
By: _____
Name: _____
Title: _____

Agenda Item #9D

2020-2021 Academic Calendar

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: July 21, 2020

RE: 2021-2023 Academic Calendar modification

On June 12, 2020, the Illinois General Assembly passed Public Act 101-0642 which states in part:

(e) Notwithstanding any other provision of State law to the contrary, November 3, 2020 shall be a State holiday known as 2020 General Election Day and shall be observed throughout the State pursuant to this amendatory Act of the 101st General Assembly. All government offices, with the exception of election authorities, shall be closed unless authorized to be used as a location for election day services or as a polling place. (Source: P.A. 98-156, eff. 8-2-13.)

Colleges and Universities in the State of Illinois have received guidance that the intent and interpretation of this law requires our facilities to be closed on election day. This act requires IECC to make adjustments to both our Academic and Holiday Calendars. *To minimize the impact on instruction, we are cancelling the IECC faculty/staff professional development day previously scheduled for Tuesday, October 6, 2020 and we will have instruction on that day.*

To remain in compliance with state law, I recommend that the Board of Trustees approve the addended Academic Calendar.

Academic Calendar

2019-2021

2019 Fall Semester

August	8-9	Faculty Workshop
August	12-14	Registration, Testing
August	15	First Day of Classes
September.....	2	Colleges Closed. Labor Day
September.....	17	Constitution Observance Day. Classes in session
October	1	No Classes. District Faculty/Staff Professional Development Day
October	9	Midterm
October	14	Colleges Closed. Columbus Day
November	11	Colleges Closed. Veteran's Day
November	28-29	Colleges Closed. Thanksgiving
December	6	Last Day of Classes
December	9-12	Final Exams
December	13	Registration, Testing & Last Day of Semester.

(Colleges closed December 19, 2019 – January 1, 2020. Winter Break)

2020 Spring Semester

January	2	Colleges Open, Faculty Workshop
January	3	Registration, Testing
January	6	First Day of Classes
January	20	Colleges Closed. Martin Luther King, Jr. Day
February	17	Colleges Closed. President's Day
February	28	Midterm
March	2	No Classes. Casimir Pulaski Holiday
March	3-8	No Classes. Spring Break
April	10	Colleges Closed. Spring Holiday
May	1	Last Day of Classes
May	4-7	Final Exams
May	8	Last Day of Semester/Graduation

2020 Intersession

May	11	First Day of Classes
May	19	Midterm
May	25	Colleges Closed. Memorial Day
May	29	Last Day of Intersession

2020 Summer Session

June	2	First Day of Classes
June	26	Midterm
July	3	Colleges Closed. Independence Day Observed
July	24	Last Day of Classes
July	27-28	Finals

2020 Fall Semester

August	13-14	Faculty Workshop
August	17-19	Registration, Testing
August	20	First Day of Classes
September.....	7	Colleges Closed. Labor Day
September.....	17	Constitution Observance Day. Classes in Session
October	6	Revised to Regular Instructional Day – (Previously scheduled as No Classes. District Faculty/Staff Professional Development Day)
October	12	Colleges Closed. Columbus Day
October	15	Midterm
November.....	3	Colleges Closed. Election Day
November	11	Colleges Closed. Veteran’s Day
November	26-27	Colleges Closed. Thanksgiving.
December.....	11	Last Day of Classes
December.....	14-17	Finals
December.....	18	Last Day of Semester

(Colleges Closed December 22, 2020 –January 4, 2021. Winter Break)

2021 Spring Semester

January	5	Colleges Open.
January	6	Faculty Workshop
January	7-8	Registration, Testing
January	11	First Day of Classes
January	18	Colleges Closed. Martin Luther King, Jr. Day
February.....	15	Colleges Closed. President’s Day
March	5	Midterm
March	8	No Classes. Casimir Pulaski Holiday Observed
March	9-14	No Classes. Spring Break
April.....	2	Colleges Closed. Spring Holiday
May	7	Last Day of Classes
May	10-13	Final Exams
May	14	Last Day of Semester/Graduation

2021 Intersession

May	17	First Day of Classes
May	25	Midterm
May	31	Colleges Closed. Memorial Day
June	4	Last Day of Intersession

2021 Summer Session

June	7	First Day of Classes
July	1	Midterm
July	5	Colleges Closed. Independence Day Observed
July	28	Last Day of Classes
July	29-30	Finals

Agenda Item #9E

2020 Employee Holiday List

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 21, 2020
RE: 2020/2021 Holiday Calendar Modifications

On June 12, 2020, the Illinois General Assembly passed Public Act 101-0642 which states in part:

(e) Notwithstanding any other provision of State law to the contrary, November 3, 2020 shall be a State holiday known as 2020 General Election Day and shall be observed throughout the State pursuant to this amendatory Act of the 101st General Assembly. All government offices, with the exception of election authorities, shall be closed unless authorized to be used as a location for election day services or as a polling place. (Source: P.A. 98-156, eff. 8-2-13.)

Colleges and Universities in the State of Illinois have received guidance that the intent and interpretation of this law requires our facilities to be closed on election day. This act requires IECC to make adjustments to both our Academic and Holiday Calendars.

To remain in compliance with state law, I recommend that the Board of Trustees approve the addended Holiday Calendar indicating the closure of IECC facilities on November 3, 2020.

ILLINOIS EASTERN COMMUNITY COLLEGES

Holidays for
Administrative, Technical,
Professional Non-Faculty,
Clerical & Maintenance Staff

Calendar Year 2020

Monday	January 20	Martin Luther King Jr. Day
Monday	February 17	President's Day
Friday	April 10	Spring Holiday
Monday	May 25	Memorial Day
Friday	July 3	Independence Day Observed
Monday	September 7	Labor Day
Monday	October 12	Columbus Day
Tuesday	November 3	Election Day
Wednesday	November 11	Veteran's Day
Thursday	November 26	Thanksgiving
Friday	November 27	
	December 22, 23, 24	Winter Break
	December 25	Christmas
	December 28, 29, 30, 31	Winter Break
	January 1, 2021	New Year's Day
	January 4, 2021	Winter Break

Agenda Item #9F

2020-2021 Catalog

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 21, 2020
RE: 2020-2021 IECC Catalog

The District's catalog sets forth courses and programs and establishes the District policies that apply to the operation of the District and its students. Throughout the year, the Board takes action on various agenda items that impact the catalog. These changes affecting the catalog are recorded in the addendums which are posted on the iecc.edu website each month. Additionally, all items on the addendum are incorporated into the next academic year's catalog. The catalog, along with any posted addendums, are the binding document for the District's relationship with students.

Because high school counselors and District personnel continue to use the catalog when advising students, the District will print 805 catalogs for a price of approximately \$4,241.00. Creasey Printing will print the catalog.

A link to the proposed 2020-2021 catalog has been sent to the Board for review. Following is a summary of changes that were made since the 2019-2020 catalog was printed.

I ask for the Board's approval to print the 2020-2021 IECC catalog and to post it on the website.

RG/sc

Attachment

AUGUST 2019 Revisions

- Revised **Course Repeat Policy (500.4)** per August 20, 2019 board approval. (p. 24)
- Removed **Hazing Policy (Pg. 30)** and corrected title of Student Conduct Policy (500.8) to **Student Code of Conduct**. (p. 32)
- Updated information for **Career Planning and Placement**. (p. 34)
- Removed (due to inactivation) **Paraprofessional Educator Degree D365** (p. 135) and **Certificate C364** (p. 136) effective 1/1/2020. Removed both from list of CTE programs. (inside front cover and CTE Index)
- Removed Appendix H, **Academic Integrity Policy 500.25**—incorporated into the Student Code of Conduct per June 18, 2019 board approval. (p. 308) Adjusted the appendices reference letters that follow.
- Corrected Appendix H (formerly Appendix I): Updated **Table I - Credit Equivalencies by Licensure or Certification** to current procedure of 6/6/2018 by removing “Advanced Technician Firefighter Module B”, course equivalency EPF 1204. (p. 311)

SEPTEMBER 2019 Revisions

- Revised 2019-2020 **Academic Calendar** to include the last day to withdraw each semester. (pp. 6-7)
- Regarding **Associate Degree in Nursing Application Deadline and Requirements**, corrected the time frame (from within 36 months of the ranking deadline to within 24 months) for accepting prior TEAS exams. (p. 68)
- Removed (due to inactivation) **Construction: Laborer Certificate C207** (p. 88) and **Construction: Trade Technology Degree D208** (p.89) effective 6/1/2020. Removed both from list of CTE programs. (inside front cover and CTE index)
- Updated **Grading table** to reflect the removal of the Grade Suffix Z, Administrative Withdrawal. (p. 23)
- Added licensing requirements to the **Nail Technology Certificate C259**. (p. 129)

OCTOBER 2019 Revisions

- Revised **Students in Loan Default** per October 15, 2019 board approval. (p. 18)
- Revised **IMT: Level III Certificate C503** requirements. (Removed WEL 1260 and increased Technical Elective hours from 8 to 10) (p. 112) effective 6/1/2020; removed reference to the Selected Technical Studies in the **Industrial Maintenance Technology Degree D500**. (Redundant information) (p. 111)
- Revised **Student Enrollment and Registration Checklist** by removing reference to the website for registration dates/times and adding info regarding beginning registration dates. (p. 19)
- Removed duplicated topic, **Educational Guarantees**, from Student Information and Student Conduct section (p. 29).

NOVEMBER 2019 Revisions

- Removed (due to inactivation) **Residential HVAC Certificate C506** (p. 113) effective 6/1/2020. Removed from list of CTE programs. (inside front cover and CTE index)
- Significant program changes made to the **Paramedicine Degree D411**, effective 1/1/2020, to align with the CoAEMSP accreditation standards. (p. 133)
- Updated **Credit by Examination (500.5)** to include credit awarded for appropriate GED test scores, per November 19, 2019 board approval. (p.22) Added **GED Table** to corresponding appendix.
- Added new LTC certificate, **Philanthropy C343**, available Spring 2020; updated the **list of CTE Programs** to reflect addition.

DECEMBER 2019 Revisions

- Updated **Broadband Telecom Degree D485**, effective 6/1/2020; made slight modifications to program description and the addition of a list of recommended electives. (p. 81)
- Updated **Interconnect Technician Certificate C447** and **OSP Technician Certificate C446**, effective 6/1/2020; made slight modifications to program descriptions. (p. 82)
- Updated **Computer Security & Forensics Certificate C239**, effective 6/1/2020; made slight modifications to program description. (p. 87)

- Updated **Electronic Medical Records Certificate C194**, effective 6/1/2020; made substantial modifications to program description, added HEA 1225, and removed prerequisite information for HIM 1201. (p. 99)
- Updated **Certified Medical Assistant Degree D292**, effective 6/1/2020; made substantial modifications to program description, rearranged existing course offerings, and removed prerequisite for BOC 2260 and HEA 1208. (p. 122)
- Updated **Medical Assistant Certificate C192**, effective 6/1/2020; made substantial modifications to program description and removed the prerequisite for BOC 2260. (p. 121)
- Updated **Office Management Degree D186**, effective 6/1/2020; made substantial modifications to program description and rearranged existing course offerings. (p. 131)
- Updated **Process Technology Degree D302** and **Certificate C301**, effective 6/1/2020; made modifications to program descriptions and rearranged existing course offerings for the degree. (pp. 140-141)
- Updated **Industrial Management Degree D274** with changes to the 3 stackable **Certificates: Workplace Skills C271, Manufacturing Skills C272, and Supervisory Skills C273**, effective 6/1/2020. D274 received modifications to program description; C271 had minor changes to curriculum; C272 had minor program description revision, significant changes to the requirements (including a complete overhaul of the Directed Manufacturing Focus Areas); C273 received significant changes to the requirements. (pp. 114-115)
- Updated **Construction Technology Degree D206**, effective 6/1/2020; made slight modifications to program description and the addition of a list of recommended electives. (p. 90)
- Removed Trustee Jim Lane from **Board of Trustees** due to resignation accepted by board December 10, 2019. (p. 8)

JANUARY 2020 Revisions

- Updated **Welding and Cutting Certificate C570**, effective 6/1/2020; increased WEL 1220 from 3 to 4 credits and WEL 1235 from 2 to 3 credits, increasing total program credits from 32 to 34. (p. 154)
- Added new FCC, LTC, OCC, WVC certificate, **Small Business Development C184**, effective 1/6/2020; updated the **list of CTE Programs** to reflect addition.

FEBRUARY 2020 Revisions

- Added Barbara Shimer to the **Board of Trustees**; appointed 2/10/2020 to fill seat vacated by Jim Lane. (p. 8)
- **Effective Summer 2020 term, Tuition rates** increasing (In-District, Special Out-of-District, Indiana Students in Designated Counties, and Online) per board approval of 2/18/2020. (p. 39)

MARCH 2020 Revisions

- Revised **Remedial Courses** to remove content describing the approval process for students wishing to take an overload. Overloads are discussed under the topic of Credits in the catalog and the information was in conflict. (p. 21)
- Updated **Advanced Placement table** (Procedure 500.5 Credit by Examination) in Appendices per 3/4/2020 cabinet approval. (p. 305)
- Updated **Procedure 500.26 Credit Equivalency by Licensure, Certification, Military Experience, or State Seal of Biliteracy** in Appendices per 3/4/2020 cabinet approval. (pp. 309-313)
- Updated **IMT: Level III Certificate C503**, effective 6/1/2020; replaced BMG 2601 with INM 2228. (p. 112)
- Updated **IAI GECC Course listing** and the **Associate in Science, Associate in Arts, and Associate in Science and Arts program outlines** to reflect the addition of a newly approved IAI GECC course, LIT 2191, effective 1/1/2020. (pp. 50-54)
- Added new OCC certificate, **Unmanned Aerial Pilot Certificate C577**, available Fall 2020; updated the **list of CTE Programs** to reflect addition.

APRIL 2020 Revisions

- Updated **IAI GECC Course listing** and the **Associate in Science, Associate in Arts, and Associate in Science and Arts program outlines** to reflect the addition of a newly approved IAI GECC course, GEG 1104, effective 1/1/2020. (pp. 50-54)

- Added required trademark and statement pertaining to **Veterans' Programs** per the Illinois Department of Veterans' Affairs. (p. 42)
- Updated **Certified Medical Assistant Degree D292** and **Medical Assistant Certificate C192**, effective Summer 2020, to reflect moving BOC 2260 from 1st semester to 2nd and moving LSC 2265 from 2nd semester to 1st. (pp. 121-122)
- Revised **Pass/Fail Courses** per 4/21/2020 board approval to reflect the (temporary) changes in effect for Spring/Summer 2020 Terms (only), per guidance received from IAI to accommodate students as it relates to P/F courses and the COVID-19 response. (p. 24)
- Revised **Grading** per 4/21/2020 board approval: Increased time allowed to address incomplete grades from the 4th week of the next term to within 28 weeks after the end of the term. This applies to courses outside the regular 16-week schedule as well, so removed text regarding incomplete grades for other term lengths. (p. 23)
- Updated **Information Systems Technology Degree D217** and **Network Technician Certificate C216**, effective Fall 2020, with revisions to every semester. (pp. 117-118)
- Updated **LTC's Welding Certificate C571** and **OCC's Welding Certificate C276**, effective Fall 2020, both will have identical curriculum. Changes were designed to make these certificates stackable in a new AAS (pending approval). (pp. 154, 155)
- Updated **grading table** to reflect the addition of a new grade suffix code, Q*, applicable to only ABE/ASE courses to signify the grade will not be computed in the GPA. (p. 23)
- Updated **Broadband Telecom Degree D485** and **Broadband Technician Certificate C486**, effective Summer 2020. Significant changes in every semester of the degree, including a reduction in total credit hours from 71-72 to 65. Increased credit hours by 1 for 2 courses in the certificate, resulting in total credit hours of 28. (p. 81)
- Updated **Manufacturing Skills Certificate C272** (Broadband Telecom focus area), effective Summer 2020, based on changes made to the Broadband Telecom degree. Replaced TEL 1263 with TEL 2230 and changed TEL 2264 from 3 credit hours to 4. (p. 114)

MAY 2020 REVISIONS

- Updated **Interconnect Technician Certificate C447** and **OSP Technician Certificate C446**, effective Summer 2020. Significant changes made in both semesters of both certificates and the OSP Technician Certificate total credit hours was reduced from 29 to 26. (p. 82)
- Updated **A Message From IECC** with a greeting from the new Chancellor, effective May 11, 2020. Also changed multiple instances throughout the catalog of the usage of chief executive officer to chancellor (or chief executive officer/chancellor).
- Changed name of **Learning Skills Centers to Academic Success Centers** per April 2020 Cabinet approval. (p. 34)
- Updated **IAI GECC Courses** to reflect the IAI Code changing from P1 901L to P1 900L for PHY 1110 Survey of Physics, effective 8/15/2020. (p. 50)
- Corrected LSC 1106 (by adding a superscript 3) to the **Associate in Science, Associate in Arts, and Associate in Science and Arts program outlines** to reflect the course containing a Lab component. (pp. 52-54)
- Updated **Medical Coding Associate Certificate (C189)** and **Medical Office Assistant Degree (D190)** to include program minimum grade and GPA requirements. This is not a change to the programs, but rather an addition to the program outlines to better disseminate expectations. (pp. 123 -124)

JUNE 2020 REVISIONS

- Updated **Information Systems Technology Degree D217** and **Network Technician Certificate C216**, effective Fall 2020. Made slight modifications to degree by rearranging existing courses; replaced IST 2280 with IST 2231 in certificate (pp. 117-118)
- Revised **Grade Forgiveness** to make it easier to understand. This was an enhancement and not a change to the policy. (p. 25)
- Added **Student Religious Observances Policy** per 6/16/2020 board approval.

- Updated the **4 Transfer Degree (AS D110, AA D100, ASA D111, AGS D595) Outlines** and the **Associate in Applied Science** outline information to include Pathways to Success as being a highly recommended course. (pp. 52-55 and p. 48)
- Updated Administration page to reflect **Ryan Gower, Ph.D. as the Interim Chief Academic Officer**, replacing Holly Martin, Ph.D. (p. 9)

Agenda Item #9G

Student Satisfaction Survey Results

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: July 21, 2020

RE: 2020 Student Satisfaction Survey Results

IECC conducts a districtwide Student Satisfaction Survey each spring semester. The 2020 survey was conducted online from March 9 through April 17. 411 students responded to the survey: 74 from Frontier Community College; 94 from Lincoln Trail College; 154 from Olney Central College; and 89 from Wabash Valley College.

The complete survey results were sent to the Board of Trustees by email.

Survey questions inquired about the student's level of satisfaction in specific areas including Student Services, Instruction, Learning Resource Centers, and Technology. Additionally, the survey asked how likely students would recommend the college to others. Results show that:

Services

95% were satisfied with Advisement services. An increase of 1.7%
93% were satisfied with Financial Aid services. A decrease of 1.15%
97% were satisfied with Entrata. An increase of 2.3%
96% were satisfied with Help Desk services. A decrease of 1%

Other

92% were satisfied with the quality of instruction. A decrease of 2.75%
97% were satisfied with classroom size. A decrease of 2%
94% were satisfied with courses available at the times they want or needed them. A decrease of 1.7%

The results of the survey are shared with various district wide committees as well as college committees to work on improving any area that needs attention. Attached is a FY2020 Student Satisfaction Survey Executive Summary for your review which provides additional analysis and information regarding these survey results.

I recommend the Board's acceptance of the 2020 Student Satisfaction Survey Results.

Agenda Item #9H

Project Property Agreement- EDA Grant

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: July 21, 2020

RE: Project Property Agreement- EDA Grant

In September of 2018, Illinois Eastern Community Colleges received a U.S. Economic Development Administration (EDA) grant in the amount of \$300,000. This grant was awarded for the purpose of enhancing Career and Technical Education – specifically the creation of a Truck Driving Facility at the West Richland Center and the purchase of welding and diesel equipment to support programs of study at Olney Central and Wabash Valley Colleges.

This grant requires the registration of a lien to memorialize and protect the federal share in real property acquired with grant funds. IECC has completed the work for the Truck Driving Facility at the West Richland Center and is seeking reimbursement for project costs in the amount of \$74,340. The enclosed agreement must be approved, recorded and returned to the U.S. Department of Commerce before the grant dollars can be released.

I recommend the Board of Trustees approve this agreement document and authorize district administration to record it accordingly.

AGREEMENT AND MORTGAGE

WHEREAS, Illinois Eastern Community Colleges, District 529 (Mortgagor) has applied to, received, and accepted from the United States Department of Commerce, Economic Development Administration (EDA), Chicago Regional Office, grants under the Public Works and Economic Development Act of 1965 (41 U.S.C. § 3121 *et seq.*) (PWEDA) in the total amount of \$300,000 (EDA Grant Amount) pursuant to a Financial Assistance Award dated September 27, 2018, and bearing EDA Award No. 06-79-06113 (Award);

WHEREAS, pursuant to the application submitted by Mortgagor requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application (Grant Application) and pursuant to the Award, the Grant Amount is to be used for the purpose of acquiring or making improvements to the real property described in Exhibit A, attached hereto and made a part hereof (Project Property), consisting of the construction of a truck backing and parking practice area (Project);

WHEREAS, 20 years from the completion of construction, as determined by EDA, is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the improvements made to the Project Property pursuant to the Project;

WHEREAS, under government-wide regulations set out at 2 CFR part 200 and EDA's regulations governing the Award at 13 CFR Chapter III, any transfer or conveyance of Project Property or any portion thereof must have the prior written approval of EDA;

WHEREAS, in accordance with PWEDA, EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 CFR § 314.5 (Federal Share) or unless the authorized purpose of the Award is to develop land in order to lease or sell it for a specific use, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met;

WHEREAS, the aforesaid Award from EDA provides the purposes for which the Grant Amount may be used and provides, *inter alia*, that Mortgagor will not sell, lease, mortgage, or otherwise use or alienate any right to, or interest in the Project Property, or use the Project Property for purposes other than or different from those purposes set forth in the Award and the Grant Application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR part 314 and 2 CFR part 200; and

WHEREAS, Mortgagor and EDA desire to establish an obligation for and first priority lien on Project Property in favor of EDA in the event that the Project Property is used, transferred, or alienated in violation of the Award, 13 CFR Chapter III, or 2 CFR part 200.

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage and a lien on said Project Property to secure Mortgagor's obligation (i) to comply with the terms and conditions of the Award and the regulations set forth in 13 CFR Chapter III and 2 CFR part 200, and (ii) to use Project Property only for the purposes set forth therein for the Estimated Useful Life of Project Property. Mortgagor agrees that a debt, with interest thereon at the rate set forth in 31 U.S.C. § 3717, in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA in accordance with its authorities and regulations, such amount being either EDA's pro-rata share of the fair market value of the Project Property, as further set forth at 13 CFR § 314.5, as that provision may be amended from time to time, the Grant Amount, or the amount actually disbursed under the Award (Indebtedness), shall be due and payable by Mortgagor to EDA upon the termination of the Award, or any attempt to use, transfer, or alienate any interest in Project

Property in violation of the Award or of the regulations set forth in 13 CFR Chapter III or 2 CFR part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through the full payment thereof to the Federal Government.

Mortgagor further covenants and agrees as follows:

1. Lease of Project Property:

If the Grant Application provides for and the Award authorizes Mortgagor to lease Project Property, each lease arrangement shall be subject to the prior written approval of EDA. EDA must determine that the applicable lease arrangement is consistent with the Grant Application and authorized general and special purposes of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but not limited to, nondiscrimination, nonrelocation, and environmental requirements; and that the proposed lessee is providing adequate compensation, as defined in 13 CFR § 314.1, to Mortgagor for said lease. Any lease agreement entered into by Mortgagor of the Project Property shall be subordinate, junior, and inferior to this Agreement and Mortgage, and, at EDA's request, be expressly subordinated in writing and the written subordination recorded in the same manner as this Agreement and Mortgage.

2. Charges; Liens:

Mortgagor shall protect the title and possession of all Project Property; pay when due all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines, and impositions now existing or hereafter levied or assessed upon Project Property; and preserve and maintain the priority of the lien hereby created on Project Property, including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible and the security of this Agreement and Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Agreement and Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its Federal Interest. EDA's Federal Interest, as defined at 13 C.F.R. § 314.2 (Federal Interest) shall be satisfied when amount received is equal to the Federal Share as that term is defined at 13 CFR § 314.5 (Federal Share).

4. Preservation and Maintenance of the Project Property:

Mortgagor shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property, but shall give notice written thereof to EDA without delay.

5. Indemnification:

To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or

other conditions caused by operations of the Recipient or any of its predecessors (other than the Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 (Indemnification).

6. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

7. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for EDA's Federal Share. EDA's Federal Share of said condemnation proceeds shall be equal to that percentage which the Grant Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 CFR § 314.5 (Federal Share).

8. Recording of Agreement and Mortgage – EDA to Receive Original:

Mortgagor shall record this Agreement and Mortgage in accordance with the laws and rules of the County where Project Property is located, and shall ensure that the lien hereby granted is a first and prior lien on Project Property senior to all other interests save those which may arise by operation of law. EDA shall be furnished with the original, recorded Agreement and Mortgage as executed.

9. Notice:

Any notice from EDA to Mortgagor provided for in this Agreement and Mortgage shall be sent by certified mail to Mortgagor's last known address or at such address as Mortgagor may designate to EDA, except for any notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage. Likewise, any notice from Mortgagor to EDA shall be sent by certified mail to EDA's address.

10. Remedies:

Upon Mortgagor's breach of any term or condition of the Award or any provision of this Agreement and Mortgage, then EDA, its designees, successors, or assigns may declare the Indebtedness immediately due and payable, and may enforce any and all remedies available including but not limited to foreclosure by an action brought either in a United States District Court or in any State Court having jurisdiction, but such action shall not be deemed to be a release or waiver of any other right or remedy to recover repayment thereof.

After any breach on the part of Mortgagor, EDA shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Agreement and Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a receiver of the rents, issues, and profits of Project Property, with power to lease and control such Property, and with such other powers as may be deemed necessary.

11. Remedies Cumulative:

All remedies provided in this Agreement and Mortgage are distinct and cumulative to any other right or remedy under this Agreement and Mortgage, the Award, or related documents, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

12. Forbearance Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Agreement and Mortgage.

13. Release:

EDA and the Mortgagor agree that, so long as the possession and use of Project Property by Mortgagor has been only for the purposes set forth in the Award and Grant Application, then after the Estimated Useful Life of the improvements to Project Property, Mortgagor may request a release of the Federal Interest in accordance with 13 CFR part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 CFR part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Agreement and Mortgage and any release thereof, which shall be evidenced by a separate recorded covenant.

14. Governing Law; Severability:

This Agreement and Mortgage shall be governed by applicable federal law, if any, and if there is no applicable federal law by state law, and nothing contained herein shall be construed to limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. If any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

15. Authority to Execute Agreement and Mortgage:

Recipient represents and warrants to and covenants with EDA that Recipient has been duly authorized by Recipient's governing body by all necessary action and has received all necessary third party consents to enter into this Agreement and Mortgage.

IN WITNESS WHEREOF, Recipient has hereunto set its hand as of the day and year first above written by its duly authorized officer.

ILLINOIS EASTERN COMMUNITY COLLEGES,
DISTRICT 529

By: _____

Title: _____

Attorney for Recipient

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this ____ day of _____, 20__, by _____ on behalf of _____.

Notary Public
My commission expires: _____

Exhibit A

Legal Description

All that portion of the Northwest Quarter of the Northwest Quarter of Section Sixteen (16), Township Three (3) North, Range Nine (9) East of the Third Principal Meridian lying East of the East Line of East Second Street and North of the North Line of that portion of Lot B in the Village of Noble conveyed to Community High School District No. 77, Richland County, Illinois, by deed recorded in Deed Record 87 at Page 591 in the Recorder's Office of Richland County, Illinois; Also, that portion of the Northeast Quarter of the Northwest Quarter of said Section, Township and Range lying North of the Lands heretofore deeded to Community High School District No. 77, Richland County, Illinois, by the above mentioned deed; Excepting therefrom, however, the following portion thereof: Commencing at the Northwest Corner of the land conveyed to Community High School District No. 77, Richland County, Illinois, by the deed recorded in Deed Record 87 at Page 591 in the Recorder's Office of Richland County, running thence East along the North Line of said tract so conveyed 215 Feet to a point, running thence North on a line parallel to the North and South Section Line to the Section Line between Section Sixteen (16) and Nine (9) of said Township and Range, running thence West along said Section Line to the East Line of Second Street in the Village of Noble and running thence in a Southerly direction along the East Line of said Second Street to the Point of Beginning. Situated in the County of Richland and State of Illinois.

And also, commencing at the point where East Second Street in the Village of Noble, Illinois, intersects with the North Line of State Bond Issue Road Number 12 (U.S. Highway Number 50), running thence in a Northeasterly direction along the North Line of said State Bond Issue Road Number 12, Forty (40) Rods, thence running in a Northwesterly direction at an angle of Ninety (90) Degrees from the North Line of State Bond Issue Road Number 12, Forty (40) Rods, thence running in a Southwesterly direction at an angle of Ninety (90) Degrees from the last described line, Forty (40) Rods, to a point on the East Line of said East Second Street, thence in a Southeasterly direction on the East Line of said East Second Street to the Place of Beginning, being a portion of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section Sixteen (16), Township Three (3) North, Range Nine (9) East of the Third Principal Meridian.

Agenda Item #9I

EASEMENTS

Ameren- OCC

Frontier Communications- OCC

MEMORANDUM

To: Board of Trustees
From: Ryan Gower
Date: July 21, 2020
RE: Easements at Olney Central College

In 2018, Olney Central College lost power due to the breakage of a power line under the North parking lot and in an original line in the area near the soccer fields on the south side of the College grounds. At that time, Ameren rerouted one line and installed a temporary splice on the other, because there was a pressing need for instruction to resume. At the time they made the repair, IECC was informed that they would have to return in the future to run a new line to ensure reliable service. Ameren is seeking an easement to allow this work to move forward.

Ameren intends to replace an underground power line from the back of the gym, across the back of Wattleworth Hall, to a transformer pad near the south-east corner of the building. The transformer on the pad will also be replaced for reasons of safety.

Additionally, Frontier Communications is seeking an easement to allow fiber to be run to the new Carle facility on Illinois Route 130. The easement would run from St. John Street to the corner of the Carle property. There are no college drains or utilities in that area, and the easement requested is well within existing utility easements and a normal distance from the road.

I would ask the Board to approve these easements to allow Ameren and Frontier to proceed with their work.

REMS INFORMATION
Agreement ID: AIC-202007-26235
Project ID: 39232

EASEMENT

(Overhead and Underground Electric)

Olney Central College Drive, Olney, Illinois

GIS: Lat 38.737 / Lon -88.102

KNOW ALL MEN BY THESE PRESENTS, this 21st day of July, 2020, that **Illinois Eastern Community Colleges District # 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne, White, and the State of Illinois**, it's successors, and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto AMEREN ILLINOIS COMPANY D/B/A/ AMEREN ILLINOIS, its successors and assigns (hereinafter "Grantee"), a perpetual Easement with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, inspect, protect, repair, modify, add to the number of and abandon, or retire in place and remove overhead and underground electric and communication line or lines consisting of a pole, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including above-ground transformers, cabinets and pedestals, together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land, in Section 33, Township 04 North, Range 10 East, 3rd P.M., Richland County, Illinois, to-wit:

Property Description:

The Northwest Quarter of the Southeast Quarter of Section 33, Township 4 North, Range 10 East of the 3rd Principal Meridian, Richland County, Illinois.

Easement Description:

Said electric lines to be located within a Twenty (20) foot wide easement strip, the centerline of which shall be described as follows: Beginning at an existing riser pole of the grantee herein located on or near the West property line of the above described property approximately 683 feet South of the centerline of Parker Street, if extended. Said centerline of easement to thence extend in an easterly direction to an existing pad mounted transformer of the grantee herein located approximately 535 feet East of the West property line of said property and approximately 650 feet South of the centerline of said Parker Street, if extended. Said centerline of easement to thence extend South for a distance of 5 feet, thence extend West for a distance of approximately 15 feet, thence extend South for a distance of approximately 55 feet, thence extending in an east-southeasterly direction for a distance of approximately 185 feet to a point located approximately 735 feet south of

the centerline of said Parker Street, if extended and approximately 703 feet East of the West property line thereof. Said centerline of easement to thence extend in a southeasterly direction for a distance of approximately 295 feet to an existing pad mounted transformer of the grantee herein located approximately 895 feet South of the centerline of said Parker Street and approximately 1,616 feet West of the West right of way line of Illinois Route 130.

together with all rights and privileges for the exercise and enjoyment of said Easement rights.

Grantor also conveys the right of ingress and egress to and over the above-described Easement area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove, or cause to be removed, at any time and by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of said facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the cutting and trimming of trees and other vegetation) occurring on the herein described property as a result of the construction, operation, maintenance, or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors, and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

The undersigned hereby waive and release any and all homestead and other marital rights they may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this ___21st__ day of ___July_____, 2020.

By: _____

Signature

Name: **Dr. Andrew Fisher**

Title: Chairman of the Board

By: _____

Signature

Name: **Renee Smith**

Title: Secretary of the Board

ALL PURPOSE ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF RICHLAND ss:

On this _____ day of _____, AD. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared.

Dr. Andrew Fisher

PRINT/TYPE NAME:

Renee Smith

PRINT/TYPE NAME

PRINT/TYPE NAME

to me personally known

or

provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____

(Sign in Ink) _____

(Print/type name)

Notary Public in and for the State of Illinois.

CAPACITY CLAIMED BY SIGNER

INDIVIDUALS

CORPORATE

Title(s) of Corporate Officers(s):

Corporate Seal N/A

Corporate Seal is affixed

PARTNER(s)

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s),

ADMINISTRATOR(s),

or TRUSTEE:

LLC

Member/Manager

GUARDIAN(s)

or CONSERVATOR(s)

OTHER

As : Chairman of the Board

Secretary of the Board

Illinois Eastern Community Colleges District #529

Counties of: Richland, Clark, Clay, Crawford,

Cumberland, Edwards, Hamilton, Jasper, Lawrence,

Wabash, Wayne, White Counties, and the State of

Illinois.

Ron Bailey: Engr. Prepared by: Michael Bush, Sr. Real Estate Agent Return Return to : **Ameren Illinois Real Estate Department, 1700 Melmar Drive, Marion, Illinois 62959** WR#3wab194609 Deed Reference: 10/1/1969 & 1/31/1972

Easement No.	20-37,003
Exchange Name	OLNEY
Exchange No.	50432
Order No.	CARLE CLINIC DROP
Located	Private X Hwy
Acct. Code	6423.000
Linear Length	576'
Co. Statement Date	7/1/2020

Instrument Prepared by:

Name: TRAVIS COX
Address: 307 N JEFFERSON ST.
ROBINSON, IL 62454

Tel. No.: 618-544-3435

After Recording:

Return to: JT Use / ROW Administrator Frontier
North Inc.

208 W Union St.

Marion, IL 62959

County and State, do hereby certify that

_____ is known to be the same person(s) who subscribed to the foregoing instrument, and acknowledged the voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
A.D. _____.

(Notary Public's Signature)

(Notary Stamp)

Received via U.S. Mail: Yes Date , 2018 No

W.O. No. CARLE CLINIC DROP

Exchange No. 62450

Easement No. 20-37,003

Exchange Name: OLNEY

County: RICHLAND

EASEMENT GRANT CONSIDERATION STATEMENT

As consideration for the rights granted by ILLINOIS EASTER COMMUNICTY COLLEGES (hearinafter DIST. 529, DR. ANDREW FISCHER, BOARD CHAIRMAN

referred to as Grantor), to Frontier North Inc.(GTE), for the construction and maintenance of its communications systems and/or structures upon, across, over, and under certain property of the said Grantor, which rights are evidenced by easement grant number 20-37,003 executed on 21 day of July, Frontier North Inc., hereby agrees to pay Grantor the sum of \$ 000100 .

Dated the _____ day of _____.

The foregoing, together with the grant herein referred to represents the entire and true agreement existing between the Grantor and the Grantee with respect to this easement.

GRANTOR: (Grantor's Printed Name)

GRANTEE:

Frontier North Inc. (GTE)

(Grantor's Signature)

By: _____

(ROW Agent Signature)

(Grantor's Signature)

Name: TRAVIS COX

(ROW Agent Printed Name)

Title: NETWORKENGINEER

(Grantor's Address including City, State, Zip Code and telephone number)

Note: Frontier requires an completed IRS W-9 form.

Additional notes, comments, instructions:

Attention Landowner: Please review Page 2 of 2 "Company Statement"

83 ILLINOIS ADMINISTRATIVE CODE CHAPTER 1, SECTION 780, APPENDIX A, SUBCHAPTER F

Company Name: Frontier North, Inc. (GTE)

Company Address: 208 W Union St. Marion, IL 62959

Company Contact Name: Rick Shaw

Company Telephone Number: 618-997-0253

As a telecommunications company responsible for providing telecommunications service to this area, at times it becomes necessary to place new telecommunications facilities to serve new customers and improve service to existing customers.

We recognize your rights as a landowner and desire to negotiate with you for an easement to construct these necessary facilities.

Questions pertaining to your rights, as well as our rights to acquire right-of-way easements, may be directed to the Chief Telephone Engineer of the Illinois Commerce Commission, 527 East Capitol Avenue, Springfield, IL 62706. Telephone number: (217) 524-5072.

Please do not hesitate to contact our representative for answers to questions pertaining to this project.

Agenda Item #9J

Affiliation Agreements

**United Methodist Village- CNA- OCC/LTC
St. Vincent Health Inc.-ADN - IECC**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 21, 2020
RE: Affiliation Agreements

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 affiliation agreements for OCC's and LTC's Basic Nurse Assistant Program with St. Vincent Health, Inc., and United Methodist Village, located in Terre Haute, IN and Lawrenceville, IL respectively.

I ask the Board's approval of these affiliation agreements.

RG/sc

AFFILIATION AGREEMENT

This Agreement entered into this ___ day of July, 2020, by and between United Methodist Village, located at 2101 James Street, Lawrenceville, IL 62439 (hereinafter referred to as the "FACILITY") and Lincoln Trail College, located at 11220 State Hwy 1, Robinson, IL 62454 and Olney Central College, located at 305 N. West Street, Olney, IL 62450 (hereinafter referred to as "COLLEGE"), on behalf of its Basic Nurse Assistant Training Program.

I. FACULTY, STAFF AND APPOINTMENTS

The COLLEGE shall make necessary arrangements with United Methodist Village facilities to abide by the terms of this Agreement and act as supervisors of the clinical students. The FACILITY staff will closely monitor student activities at all times.

II. STUDENTS

The COLLEGE and the FACILITY recognize that all students of the COLLEGE shall be an integral part of the health care team, and, therefore, will be allowed to participate in the facility learning and assigned responsibilities under the close supervision of the PRECEPTOR. The PRECEPTOR will monitor student activities and will be responsible for notification of the students' progress to the COLLEGE.

The COLLEGE is required to obtain, maintain, and pay for liability insurance coverage with limits of coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering students of the COLLEGE for claims involving bodily injury, or death on account of alleged malpractice, professional negligence, failure to provide care, claims for breach of contract, failure to obtain informed consent for an operation or treatment, or other claims.

The COLLEGE ensures validity and maintains the following documentation regarding students to be completed before clinical placement and shall provide United Methodist Village, upon request, the following information within 24 hours:

- 1) 2-Step TB test or Chest X-ray (PA view) if Mantoux is reactive
- 2) Documentation of the following immunization records:
 - a. 2MMR vaccines administered at least 28 days apart, or documentation of positive Rubella IgG, Rubeola IgG and Mumps IgG blood tests
 - b. 2 Varicella vaccines at least 1 month apart, or documentation of positive Varicella IgG blood test
- 3) Influenza vaccine or decline (Oct - March)
- 4) Physical exam documentation (ability to perform job functions/duties)
- 5) Negative 10-panel drug screen
- 6) Negative Covid-19 Test
- 7) Clear Criminal Background Check
- 8) Active BLS Certification if applicable for position

The COLLEGE shall advise students of the confidential nature of information related to the FACILITY and its patients and require COLLEGE, COLLEGE faculty and students to maintain the confidentiality of all such information. "Confidential information" means any confidential information acquired by COLLEGE,

COLLEGE faculty, and /or students during the course of this Agreement, including, but not limited to any strategic, financial, and business information related to FACILITY, or its affiliated entities, and any medical information regarding its patients and clients and their records. The COLLEGE, COLLEGE faculty and students shall not disclose or discuss confidential information outside the context of clinical instruction. The provisions of this section shall survive the termination of this Agreement.

III. NOTIFICATION OF COLLEGE STUDENTS

The COLLEGE and the FACILITY acknowledge and agree that the students referred to in this Agreement shall be working in an environment in which personal safety and well-being are of paramount importance. The COLLEGE shall therefore advise the students of the personal safety issues associated with working in the vicinity of diseases and ill persons, the use and care of medical supplies and equipment, and the management and reporting of inappropriate and/or unprofessional treatment in the workplace.

IV. INDEMNIFICATION

The COLLEGE and the FACILITY indemnify and hold harmless each the other for acts or failures to act, regardless of intent, by its employees, agents, volunteers, consultants, governing board members, or affiliates.

V. RESPONSIBILITIES

RESPONSIBILITIES of the COLLEGE. The COLLEGE will:

- A. Appoint a qualified faculty member to be responsible for assignment and guidance, of all student clinical experiences and to act as liaison between the FACILITY and the COLLEGE.
- B. Confer with FACILITY so that COLLEGE and FACILITY make a mutual determination with regard to the assignment of particular students to the FACILITY, the number of students to be assigned, and the inclusive dates of the students' assignments.
- C. Require each student participating in the program to provide liability insurance coverage for professional malpractice with a limit of one million and no/100 (\$1,000,000) dollars for injury or damage to any one person and a limit of three million and no/100 (\$3,000,000) dollars for injury or damage arising from any one accident (in Indiana, \$250,000/\$750,000, according to the Patient Compensation Fund of Indiana).
- D. Require COLLEGE faculty and students to abide by the terms of this Agreement, applicable federal, state and local laws, and standards of accrediting bodies as well as policies and regulations of the FACILITY, including dress code.
- E. Comply with, and require student and other employees, agents and representatives to comply with all applicable federal and state laws and regulations concerning patient privacy and confidentiality of health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- F. Withdraw any student or faculty from FACILITY who has been determined, by FACILITY, to be unacceptable for any reason, at any time. The FACILITY shall have the right to suspend a student immediately from clinical duties pending their formal withdrawal from the clinical program. The FACILITY may restrict the student to an observer role, pending either further investigation or a request for withdrawal from the FACILITY. The FACILITY agrees to cooperate fully in the investigation and resolution of the student's status in the program, including the provision of written documentation of the student's unsatisfactory performance.
- G. Withdraw any student from a rotation if there is a significant conflict between the student and FACILITY staff that would deter from the rotational experience.
- H. Provide the FACILITY with appropriate evaluation forms and instructions for their completion if applicable.
- I. Provide HIPAA / Confidentiality training to all students before clinical placement, and annually thereafter.

RESPONSIBILITIES of the FACILITY. The FACILITY shall:

- A. Have in place an exposure plan to implement in case of an accidental exposure to disease. The FACILITY and the COLLEGE shall educate students and faculty about the exposure plan. The FACILITY and the COLLEGE will also be responsible for education of students and faculty about universal precaution procedures while treating a patient and provide the student with a safe and clean working environment, following all appropriate rules and regulations i.e.; OSHA, Joint Commission.
- B. Provide an orientation for students to the Facility, including relevant policies and procedures.
- C. Satisfy the requirements of all applicable laws, regulations and licensing or supervisory agencies and be responsible for informing staff of the student's capabilities and functions.
- D. Understand that this Agreement is nonexclusive, and that both parties reserve the right to enter into similar agreements with other institutions.
- E. Not provide money to the student in return for his/her participation at the FACILITY.
- F. Understand that when applicable, patients/visitors shall be made aware that care is being provided by students. It is understood by all parties that patients have a right to refuse care rendered by students.
- G. Provide Emergency care to students, at the student's expense, for illnesses and accidents, occurring while the student is in training at the FACILITY.
- H. Upon reasonable notice, permit the inspection by the COLLEGE or its accreditation agencies of the FACILITY facilities and the services available for clinical experience.

- I. Agrees to promptly inform the COLLEGE if significant problems of a personal or professional nature develop which require faculty attention, knowledge, or consultation.

RESPONSIBILITIES of the STUDENT. The STUDENT will:

- A. Students will not receive fees or salaries either in cash or kind, while serving as students at the FACILITY.
- B. Keep in force at all times during clinical assignment personal health insurance.
- C. Act professionally at all times when providing clinical services.
- D. Dress in a professional or appropriate manner, including Lincoln Trail College ID and/or comply with the FACILITY's dress code.
- E. Always identify themselves as a student from the COLLEGE.
- F. Provide the best care possible for all patients/visitors/staff; Demonstrate recognition of and respect for patient rights and safety.
- G. Demonstrate awareness of professional limitations and will only perform activities assigned by and under the supervision of their PRECEPTOR.
- H. Adhere to the regulations and policies of the College Student Handbook and the regulations and policies of the FACILITY.
- I. Follow the rules and regulations of the clinic, FACILITY or other institutions in which he/she is placed.
- J. Maintain and respect patient confidentiality at all times. Information identifying the patient must be deleted prior to handing in required H&P's, case studies and assignments.
- K. Be punctual and notify the Program and PRECEPTOR of any absence.

VI. CONFIDENTIALITY OF PATIENT INFORMATION

The FACILITY shall have custody, control and ownership of all documents, books and records relating to FACILITY and FACILITY patients, including those generated by students. All patient records, films, referring physician correspondence, FACILITY charts, billing records, reports, insurance records, and any other document containing any patient information ("Patient Information") is confidential information utilized for purposes of providing treatment to patients. Students and the COLLEGE agree to keep all Patient Information confidential and to comply with applicable federal and state laws, rules and regulations regarding patient confidentiality including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). No Patient Information may be disclosed or used by the COLLEGE, COLLEGE faculty, or student other than in conjunction with this clinical education program and

as authorized by the FACILITY. The provisions of this section shall survive the termination of this Agreement.

VII. MISCELLANEOUS

It is mutually agreed:

- A. COLLEGE shall assume final responsibility for the education of the student.
- B. While assigned to FACILITY, COLLEGE and students will not be considered employees of FACILITY and FACILITY will not be responsible for the payment of any wages, payroll taxes, Social Security, Workers' Compensation Insurance, malpractice insurance or other benefits to or on behalf of such students.
- C. FACILITY shall have the privilege of recruiting COLLEGE faculty or students for employment.
- D. No financial obligation will exist or result among the parties relative to this Agreement.
- E. No party will discriminate against any student in the program on the basis of race, religion, sex, creed, national origin, veteran status, color, age or disability, in accordance with state and federal law.
- F. This Agreement is binding upon, and the benefits inure to, the parties and their respective successors and assigns.
- G. If any term of this Agreement is determined unenforceable, such term will not affect the enforceability of the other terms of this Agreement which can be given effect without the unenforceable provision.
- H. This Agreement and the performance hereunder, and any and all litigation or proceedings hereunder, shall be construed in accordance with and pursuant to the laws of the State of Illinois.

VIII. TERM AND MODIFICATION OF THE AGREEMENT

- a. This Agreement shall come into effect on the date first written above and shall remain in effect for a term of one (1) year. Any party shall have the right to terminate this Agreement with thirty (30) days written notice of its intent to terminate. Students currently assigned to the FACILITY at the time of termination shall be allowed to complete the semester or quarter unless FACILITY requests the withdrawal of student under Article VII RESPONSIBILITIES OF the COLLEGE sub-paragraph G.
- b. This Agreement may only be modified by mutual written agreement by the parties, signed by duly authorized representatives of each of the parties. This Agreement supersedes any and all prior or contemporaneous agreements of affiliation for clinical education between the COLLEGE and FACILITY.
- c. To the extent permitted by applicable law and without waiving any defenses, COLLEGE shall indemnify and hold harmless Host Agency (FACILITY) and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of

any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Host Agency (FACILITY) shall indemnify COLLEGE against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the Host Agency's (FACILITY) performance of duties hereunder.

Acknowledged and agreed to by the COLLEGE and FACILITY as indicated by the authorized signatures below. Signatories attest that they are authorized to execute this Agreement on behalf of their organization.

By _____ Date: _____
Name

Title

United Methodist Village
2101 James Street
Lawrenceville, IL 62439

By _____ Date: _____
COLLEGE

Title

By _____ Date: _____
COLLEGE

Title

By _____ Date: _____
Chairman, IECC Board of Trustees

COLLEGE Contact Details of Department responsible for providing student document, upon request:

MASTER AFFILIATION AGREEMENT FOR ALL ST. VINCENT AFFILIATES

THIS **MASTER AFFILIATION AGREEMENT** is entered into by and between **ST. VINCENT HEALTH, INC.**, an Indiana nonprofit corporation, (hereinafter, "St. Vincent") and **ILLINOIS EASTERN COMMUNITY COLLEGE, DISTRICT NO. 529**, a public post-secondary Institution of the State of Illinois, (hereinafter, "Institution").

WITNESSETH:

WHEREAS, St. Vincent is a Catholic health care system that owns and operates hospitals and other health care facilities throughout the State of Indiana; and

WHEREAS, Institution desires to provide educational training and clinical experiences to its students enrolled in its various programs and courses; and

WHEREAS, St. Vincent is willing to make available its locally sponsored health ministries, hospitals, and other health care facilities throughout the State of Indiana to Institution for the educational and clinical training of its students pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

- 1.1 Educational Experiences. "Educational Experiences" shall mean those training, clinical and/or other educational activities taking place at St. Vincent leading to satisfaction of one or more requirements of the course or Program in which Student is enrolled at Institution.
- 1.2 Faculty Members. "Faculty Members" shall mean the qualified Institution personnel assigned as the responsible faculty or clinical instructors for Students participating in Educational Experiences, who are physically present at St. Vincent and/or will have direct contact with St. Vincent Patients during the course of the Educational Experience. To the extent a Faculty Member will neither be on-site at St. Vincent facilities nor have direct contact with St. Vincent Patients, the requirements of this Agreement and its exhibits specific to Faculty Members are not applicable.
- 1.3 Patients. "Patients" shall mean any persons provided care, facilities or services, directly or indirectly, by or through St. Vincent or a related organization.
- 1.4 Policies of Rotation Site. "Policies of Rotation Site" shall mean and include, as applicable, the Bylaws and rules of the Rotation Site, the Medical Staff Bylaws of the Rotation Site, and the rules, regulations, and other established policies, practices and procedures as may be applicable to the individual Rotation Site at which the Student is completing an Educational Experience.
- 1.5 Program. "Program" shall mean any academic program offered by the Institution that requires Students to complete Educational Experiences at St. Vincent. It is the intent of the parties that any and all academic programs of Institution which opt to arrange an Educational Experience at St. Vincent shall be subject to the terms and conditions of this Agreement.

- 1.6 Rotation Site. "Rotation Site" shall mean the individual health ministries, hospitals, or other health care facilities owned and operated by St. Vincent throughout the State of Indiana who agree to accept Students for Educational Experiences pursuant to the terms and conditions of this Agreement.
- 1.7 Site Coordinator. "Site Coordinator" shall mean the qualified individual(s) assigned by St. Vincent to act as liaison between a Rotation Site and the Institution and/or Faculty Members to facilitate Education Experiences.
- 1.8 Student. "Student" shall mean an individual who will participate in an Educational Experience taking place at St. Vincent for the purpose of completing certain requirements of a course or Program at Institution.

II. ST. VINCENT SHALL:

- 2.1 Accept Students from Institution's Program(s) as mutually reviewed, planned and arranged between the Institution and individual Rotation Site and make available the mutually agreed upon Educational Experiences. The number of Students eligible to participate in Educational Experiences will be determined by the individual Rotation Site(s) and may be altered from time to time.
- 2.2 Retain ultimate responsibility for all care to be provided to St. Vincent's Patients involved in Educational Experiences. St. Vincent shall retain the responsibility for selection of Patients to be involved in any Educational Experiences, it being agreed that St. Vincent reserves the right to except any Patient from initial or continued involvement in Educational Experiences.
- 2.3 Designate a person(s) who will act as Site Coordinator(s) at the Rotation Site(s).
- 2.4 Arrange for an orientation program, to be supervised by Site Coordinator or other St. Vincent representative, for the purpose of familiarizing Students with the applicable Rotation Site, including physical facilities, philosophy, policies and procedures for providing care, and such other aspects of St. Vincent's operations as are pertinent to Educational Experiences of Students.
- 2.5 Provide conference and classroom space within St. Vincent facilities, pursuant to mutually arranged schedules of use.
- 2.6 Make available to Students and Faculty Members such services as are defined and approved by both parties and attached to this document from time to time.
- 2.7 Provide access to necessary emergency care to Students in the event of sudden illness or injury occurring at St. Vincent. The costs of any care provided by St. Vincent to any Student is the sole responsibility of the Student.

III. THE INSTITUTION SHALL:

- 3.1 Have the authority and responsibility for its Programs and any courses, including curriculum development, appointment of qualified Faculty Members, evaluation of Educational Experiences, assignment of Students, and maintenance of educational standards as outlined by appropriate state agencies, accreditation bodies, etc.
- 3.2 Provide to the appropriate Site Coordinator, at least one (1) month prior to the start of any term for which Students are to be placed in an Educational Experience under this Agreement, the proposed schedule of the desired Educational Experiences, the proposed Rotation Site, the pertinent details regarding each of the Students, including the academic status of each Student participating in Educational Experiences, and the names and teaching area of Faculty Members responsible for each Student or group of Students.
- 3.3 In the event that Faculty Members will be on-site at St. Vincent during Educational Experiences, provide Faculty Members who have obtained the appropriate certification, registration, accreditation or other credentials as required by Institution.
- 3.4 Require all Students and Faculty Members who will be on-site at St. Vincent during Educational Experiences to meet St. Vincent health and safety screening requirements as set forth in Exhibit A. Prior to the start of an Educational Experience, Institution shall attest in the form of a letter that a Student or Faculty Member meets such requirements. St. Vincent shall be permitted, upon reasonable request, to audit the Institution's applicable records to ensure compliance with this provision.
- 3.5 Inform Students and Faculty Members who will be on-site at St. Vincent during Educational Experiences of their obligation to (i) advise St. Vincent of any medical condition which may affect Student's or Faculty Member's ability to participate in Educational Experiences; and (ii) notify St. Vincent upon acquiring any such relevant medical conditions during the course of an Educational Experience. Institution shall immediately withdraw any Student or Faculty Member from Educational Experiences if such Student's or Faculty Member's medical condition would make participation in Educational Experiences dangerous to Student, Faculty Member, or Patients.
- 3.6 Instruct Students on their responsibility for respecting the confidential and privileged nature of information regarding Patient medical records and other St. Vincent information.
- 3.7 Require that Students comply with St. Vincent's Corporate Responsibility Program and the Policies of Rotation Site, which will be made available to Students upon orientation, and, upon reasonable request by St. Vincent, assist in the educational and investigational components of such program and policies. Institution shall further require that Students comply with the medical ethics and principles adopted by the American Medical Association, acknowledge and respect the freedom of patients to participate in health care decision making, and honor patient choice in the selection of health care providers.

IV. THE PARTIES AGREE:

- 4.1 To maintain good communication between institutions and to confer on plans, problems and changes related to Educational Experiences.
- 4.2 To notify the other party upon any determination that a Student should not participate in an Educational Experience due to reasons of health, performance, or other causes which could interfere with St. Vincent operation or quality of patient care. Upon receipt of such notification, Institution shall immediately withdraw any such Student from the Educational Experience. Nothing herein restricts the ability of St. Vincent to remove a Student from its facilities upon its sole determination that such removal is necessary to protect the safety of its facilities, staff or patients. Further, the parties agree that the Institution retains sole responsibility for all aspects of Student discipline in accordance with its policies and procedures.
- 4.4 That neither party, in performing its responsibilities and obligations under this Agreement, will discriminate against any Student or Faculty Member because of said person's race, color, creed, religion, disability, ethnic or national origin, gender, sex, sexual orientation, veteran status, or age.
- 4.5 That this Agreement is not exclusive and each party may enter into agreements for educational experiences with other institutions at any time.
- 4.6 That each party agrees to be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees. Institution remains responsible for the wrongful or negligent acts or omissions of its Students during the course of Educational Experiences.

V. PROFESSIONAL LIABILITY INSURANCE

- 5.1 If the Student(s) or any on-site Faculty Member(s) is training or working in one of the health care provider professions listed in the Indiana Medical Malpractice Act (the "Act") at Indiana Code 34-18-2-14, as amended and as it may be amended from time to time, the Institution shall carry for each qualified Student or Faculty Member professional liability insurance covering all liability incurred by each Student or Faculty Member that arises out of and during the course of each such Student's or Faculty Member's activities under the terms of this Agreement, with limits of not less than those prescribed for health care providers like the Student or Faculty Member as set forth in Indiana Code 34-18-4-1, as amended and as it may be amended from time to time.
- 5.2 If the Student(s) or on-site Faculty Member(s) do not train or work in one of the health care provider professions listed in Indiana Code 34-18-2-14 and, as a result, are not qualified providers under the Act, the Institution shall cause such Student or Faculty Member to obtain and maintain in force professional liability insurance covering all liability incurred by each Student or Faculty Member that arises out of and during the course of each such Student's or Faculty Member's activities under the terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.

5.3 Institution may provide the professional liability coverage required by this Article V through programs of self-insurance. Upon request, Institution shall provide St. Vincent with evidence of such professional liability insurance coverage.

5.4 The parties acknowledge that professional liability insurance may not be required for those Students or on-site Faculty Members will not have direct patient contact; however, the individual Rotation Site shall make the final determination as to whether such professional liability insurance is necessary on a case-by-case basis.

VI. COMPENSATION

This Agreement does not contemplate the payment of any fee or remuneration by either party to the other and is intended to jointly benefit both parties by improving the education and professional preparation of Students.

VII. TERM AND TERMINATION

7.1 The term of this Agreement shall commence on 1st day of July, 2020, and remain in effect for a period of one (1) year. The Agreement shall automatically renew for successive one (1) year terms unless either party gives notice of termination at least thirty (30) days prior to the end of the then current term.

7.2 This Agreement may be terminated as follows:

7.2-1 In the event St. Vincent and Institution shall mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.

7.2-2 This Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such early termination.

7.3 No Students shall be placed at St. Vincent for Educational Experiences after the termination date or notice of termination date, whichever is earlier. All Students enrolled in an Educational Experience at the time notice of termination is given shall be permitted to complete the Educational Experience.

VIII. STATUS OF THE PARTIES

In performing the services as contemplated hereunder, the parties acknowledge and agree that Institution and its Faculty Members and Students are acting as independent contractors and not as the agents or employees of St. Vincent or any Rotation Site. No Student or Faculty Member participating in Educational Experiences hereunder shall be deemed to be an employee of St. Vincent or any of the Rotation Sites, nor will St. Vincent or any Rotation Site be liable for the payment of any wage, salary, or compensation of any kind for service provided under this Agreement. This provision shall survive the termination of this Agreement.

IX. ETHICAL AND RELIGIOUS DIRECTIVES

The parties acknowledge that St. Vincent conducts its operations in a manner consistent with the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor ("Directives"). It is the intent and agreement of the parties that neither this Agreement nor any part hereof shall be construed to require St. Vincent to violate said Directives in its operation and all parts of this Agreement must be interpreted in a manner consistent with said Directives. While participating in Educational Experiences at St. Vincent, Students and Faculty Members shall conduct themselves and their activities in a manner consistent with said Directives. St. Vincent shall provide Institution with a copy of the Directives upon request.

X. COMPLIANCE

- 10.1 HIPAA and HITECH. St. Vincent and Institution agree that each party shall comply with all federal and state regulations, rules and orders, including, but not limited to, regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-191 – "HIPAA") and as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"). St. Vincent and Institution agree that for purposes of HIPAA only, Students shall be considered members of the St. Vincent's Workforce, as that term is defined by HIPAA, and Institution agrees to require Students to participate in any training required by St. Vincent for Workforce members so that St. Vincent may comply with HIPAA. For all other purposes, the parties agree that the Students are acting as an independent contractor and not an agent or employee of St. Vincent.
- 10.2 FERPA. To the extent that educational records related to a Student are generated or maintained by St. Vincent or the Institution, each party agrees to comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA"), as they may be applicable.
- 10.3 Corporate Responsibility. St. Vincent has in place a Corporate Responsibility Program which has as its goal to ensure that the St. Vincent complies with federal, state and local laws and regulations. Institution acknowledges St. Vincent's commitment to Corporate Responsibility and agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes Institution ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

XI. GENERAL PROVISIONS

- 11.1 Amendment. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 11.2 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by St. Vincent without the written approval of Institution to

any successor entity operating the facility now operated by St. Vincent or to a related or affiliated organization.

- 11.3 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire Agreement between the parties hereto and St. Vincent and the Institution shall neither be entitled to other benefits than those herein specifically enumerated.
- 11.4 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of St. Vincent and Institution by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 11.5 Governing Law. This Agreement shall be construed and governed by the laws of the State of Indiana.
- 11.6 Notices. Notices or 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:

INSTITUTION

IECC-OCC ADN Program
Attn: Theresa Marcotte, DNP, MSN, RN
305 N. West Street
Olney, IL 62450

ST. VINCENT

St. Vincent Health
Attn: Clinical Professional Development
(Karen Jenne)
250 W. 96th Street
Indianapolis, IN 46260

Copy to:

St. Vincent Contract Management
250 W. 96th Street, Suite 410
Indianapolis, IN 46260

- 11.7 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 11.8 Waiver. The waiver by either party of a 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.

[Signature page to follow.]

XII. EXECUTION

IN WITNESS WHEREOF, the duly authorized representatives of St. Vincent and Institution have executed this Agreement on the dates written below.

ST. VINCENT HEALTH, INC.

By: _____

Jonathan Nalli
Chief Executive Officer

Date: _____

IECC-OCC ADN PROGRAM

By: _____

Printed: Theresa Marcotte, DNP, MSN, RN
Title: Associate Dean of Nursing and Allied Health

Date: _____

By: _____

Printed: Rodney Ranes
Title: President, Olney Central College

Date: _____

By: _____

Printed: Dr. G. Andrew Fischer
Title: Chairman, IECC Board of Trustees

Date: _____

EXHIBIT A

HEALTH AND SAFETY EXHIBIT - EDUCATIONAL AFFILIATES

To the extent a Student or Faculty Member will not be physically on-site at St. Vincent facilities or will not have direct contact with St. Vincent Patients, it is in the sole discretion of the individual St. Vincent Rotation Site to determine the applicability of any specific requirement of this Exhibit A to said Student or Faculty Member.

Institution shall provide documentation to St. Vincent attesting to the assigned Students and/or Faculty Members' medical clearance to the satisfaction of St. Vincent. St. Vincent agrees that, as to items 1 – 3, immediately below, such documentation provided to St. Vincent may be in the form of a letter from a health care provider, including, without limitation, the entity that operates the student health clinic on Institution's campus, certifying that each of the elements in 1-3, below, are met. This documentation shall provide evidence satisfactory to St. Vincent that:

1. Student/Faculty Member is free of Communicable Disease (defined below);
2. Student/Faculty Member has all required immunity to Communicable Diseases (defined below);
3. Student/Faculty Member is physically capable of performing job tasks (with or without reasonable accommodation);
4. Student/Faculty Member has awareness of actual and potential medical issues impacting safety in job role as defined by St. Vincent; and
5. Student/Faculty Member is aware of and compliant with, as applicable, any incident reporting requirements imposed by St. Vincent on Student or Faculty Member in connection with the Program.

The documentation shall reflect the program, if any, of the Department of Institution that operates the Program from which a Student is placed of providing or ensuring Students or Faculty Members have basic employee health and safety information including:

1. Education consistent with Occupational Safety and Health Administration ("OSHA") and Centers for Disease Control ("CDC") Directives (i.e., Blood Borne Pathogens, Respiratory Protection, Tuberculosis Control, Infectious Disease, Safety Device Use);
2. Medical evaluation and screening in pre-placement process;
3. Access to medical services for injury and illness assessment and care; and
4. An injury and illness reporting system that meets state, federal, and accreditation standards (OSHA log, First Report of Injury, OSHA Sharps Injury Log, Medical Records Custodianship for thirty (30) years).

Pre-Placement Medical Classification. The department of Institution that operates the Program from which a Student or Faculty Member is placed shall work with St. Vincent to ensure that the Student has obtained immunity screenings for (i) rubeola, (ii) rubella, (iii) varicella, and (iv) hepatitis B antibody (if previously completed full series of Hepatitis B vaccination), as well as infectious disease screening for (i) tuberculosis, and (ii) Hepatitis B (for work assignments with Blood Borne Pathogen Exposure risk) (collectively referred to as "Communicable Diseases"). All such screenings shall be performed in a manner consistent with OSHA, CDC, and any other regulatory requirements. If Institution performs the aforementioned screenings, Institution hereby warrants and represents to St. Vincent that the screenings are performed in a manner compliant with such regulatory requirements. If a third party performs the aforementioned screenings, Institution shall cause the third party to warrant and represent to St. Vincent that the screenings are performed in a manner compliant with such regulatory requirements. In the event a Student or Faculty Member fails to demonstrate immunity to any of the conditions referenced in this paragraph, the Student shall not participate in the Educational Experiences and/or the Faculty Member shall not provide instruction on St. Vincent's premises.

Physical and Mental Capability. Upon request as to each Student or Faculty placed with St. Vincent, the department of Institution that operates the Program from which a Student is placed shall work with St. Vincent to arrange for the following:

1. Evidence that a qualified medical professional has reviewed a thorough history, performed a physical exam of the Student or Faculty, and determined that the Student or Faculty is able to perform the required work associated with the Educational Experience;
2. If required for the Educational Experience, evaluation of visual acuity and color perception has determined the Student or Faculty is capable of performing job tasks with or without reasonable accommodation;
3. Evidence that cognitive processing, communication abilities, and basic reasoning are appropriate for Educational Experience requirements; and
4. Evidence of compliance with St. Vincent's Drug-Free Workplace Policies. Institution shall submit documentation indicating that a urine drug screening of Student or Faculty using at least a standard 10-panel profile has occurred and the results are negative.
5. Evidence that Student and/or Faculty Member has completed criminal history background check in accordance with St. Vincent policy.

Upon reasonable request of St. Vincent, the department of Institution that operates the Program from which a Student or Faculty Member is placed shall work with St. Vincent to arrange for the following:

1. Medical Respiratory Health Screen;
2. Spirometry, as indicated;
3. Classification for use of type-specific respirator required to meet TB regulations and standards established by OSHA and CDC.(i.e. N-95, PAPR with HEPA); and

4. Respirator Fit-Testing for appropriate respirator device used by St. Vincent or Institution provided PAPR (Positive Air Purifying Respirator).

OSHA and Joint Commission Compliance. The department of Institution that operates the Program from which a Student is placed shall work with St. Vincent to assure Student or Faculty Member:

1. Possesses knowledge of duties in response to St. Vincent emergency and disaster codes;
2. Displays competency in response to St. Vincent fire response requirements;
3. Has or obtains training on St. Vincent Blood Borne Pathogens control plan, safety devices and use of appropriate Personnel Protective Equipment, to the extent required by St. Vincent for Students serving in the St. Vincent department to which such Student/Faculty Member is assigned;
4. Has or obtains certification of training for all pertinent and applicable OSHA and Joint Commission required competencies; and
5. Completes and documents completion of St. Vincent Contingent Worker Orientation process.

Injury and Illness Management. The department of Institution that operates the Program from which a Student or Faculty Member is placed and St. Vincent shall work together to have in place a procedure to be followed such Student or Faculty Member in the event the Student or Faculty Member suffers an injury while providing services pursuant to this Agreement. Such a procedure shall address the following:

1. Access to Medical Services including options surrounding urgent care, emergency care and occupational health services;
2. Injury and Illness Assessment and Care;
3. Infectious Disease Screening, Evaluation and Annual Testing;
4. Work Restriction;
5. Exposure Management addressing:
 - a. BBP (e.g., splash, stick, sharp cut, mucous membrane exposure);
 - b. Respiratory Disease (e.g., pertussis, TB);
 - c. Chemical (e.g., latex, solvents, inhalation, other MSDS defined chemicals);
 - d. Physical (e.g., ergonomics, repetitive strain); and
 - e. Radiation (e.g., x-ray, laser).

6. Food Borne Illness addressing:
 - a. Compliance with Indiana State Department of Health policies on food borne illness;
 - b. Identification of Educational Experience assignments with food borne illness transmission risk;
 - c. Education of Student regarding food borne illness symptoms, reporting, and work restriction for related illness; and
 - d. Surveillance tracking for food borne illness among assigned Student in order to identify outbreaks, clusters of Student absence and illness, and a trigger for reporting Student with food borne illness to the St. Vincent.
 - e. Return-to-work following extended absence and suitability to continue assigned work with or without restrictions;
 - f. Infectious Disease and potential for transmission - including food borne illness;
 - g. Impaired Immunity;
 - h. Temporary Physical Limitations; and
 - i. Permanent Disability Accommodation.

7. Incident Reporting addressing:
 - a. OSHA log;
 - b. First Report of Injury;
 - c. Sharps Log; and
 - d. Incident Tracking and Post Incident Intervention.

Additional Requirements. Institution shall work with St. Vincent to ensure compliance with additional health and safety requirements that are enacted after the commencement of this Agreement or that are required by St. Vincent, e.g., flu immunization.

Agenda Item #10

Bid Committee Report

BID COMMITTEE REPORT

July 21, 2020

Lincoln Trail College

1. Natatorium HVAC Replacement

TO: Board of Trustees
FROM: Bid Committee
DATE: July 21, 2020
RE: Lincoln Trail College Natatorium HVAC Replacement

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 Central State Construction, Inc. for a total of \$276,305.00.

Company	Total Bid
Central State Construction, Inc. Marshall, Illinois	\$276,305.00
Culbertson Heating & Cooling, Inc. Vandalia, Illinois	\$279,392.00

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Lincoln Trail College - Natatorium.

Source of Funds: PHS 2020 Bond Issue – 38334D.

Rationale for Purchase: The proposal from Central State Construction, Inc. was the lowest responsible bidder in conformity with the bid specifications provided by architect/engineer.

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

PACKAGED POOL DEHUMIDIFICATION-HEATER UNITS

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish and install, where indicated, a factory-assembled, fully-enclosed, packaged environmental control system with energy recovery feature(s) designed for natatorium environment control
- B. Features shall include:
 - 1. Dehumidification by means of a direct expansion evaporator coil
 - 2. Space heating by means of a packaged indirect-fired natural gas duct furnace module
 - 3. Cooling mode with heat rejection to a packaged outdoor air cooled fluid cooler (dry-cooler)
 - 4. Pool water heating from reclaimed compressor waste heat by means of a vented heat exchanger
 - 5. Packaged minimum exhaust fan and purge fan with economizer mode
 - 6. Integral minimum outdoor air connection
 - 7. Integral purge outdoor air connection with economizer mode
 - 8. Heat recovery by means of a glycol run-around loop between the minimum exhaust and minimum outdoor air streams
- C. Related Sections:
 - 1. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment: Product requirements for vibration isolators for placement by this section.
 - 2. Section 23 07 00 - HVAC Insulation: Product requirements for insulation for placement by this section.

1.2 REFERENCES

- A. Air Movement and Control Association International, Inc.:
 - 1. AMCA 99 - Standards Handbook.
 - 2. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
 - 3. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.
 - 4. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data.
 - 5. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.
- B. Air-Conditioning and Refrigeration Institute:
 - 1. ARI 410 - Forced-Circulation Air-Cooling and Air-Heating Coils.
 - 2. ARI 430 - Central-Station Air-Handling Units.
 - 3. ARI 610 - Central System Humidifiers for Residential Applications.
 - 4. ARI Guideline D - Application and Installation of Central Station Air-Handling Units.

C. Sheet Metal and Air Conditioning Contractors:

1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate assembly, unit dimensions, weight loading, required clearances, construction details, field connection details, and electrical characteristics and connection requirements.
- B. Product Data, Submit the following:
1. Published Literature: Indicate capacities, ratings, gages and finishes of materials, and electrical characteristics and connection requirements.
 2. Filters: Data for filter media, filter performance data, filter assembly, and filter frames.
 3. Fans: Performance and fan curves with specified operating point plotted, power, RPM.
 4. Sound Power Level Data: Fan outlet and casing radiation at rated capacity.
 5. Dampers: Include leakage, pressure drop, and sample calibration curves. Indicate materials, construction, dimensions, and installation details.
 6. Electrical Requirements: Power supply wiring including wiring diagrams for interlock and control wiring. Indicate factory installed and field installed wiring.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit instructions for lubrication, filter replacement, motor and drive replacement, spare parts lists, and wiring diagrams.

1.5 QUALITY ASSURANCE

- A. The system shall be ETL listed.
- B. The system shall be completely assembled, wired, piped, and test-run at the factory prior to shipping. All controls shall be factory adjusted to satisfy the design conditions.
- C. Wherever possible, the system shall have a mechanical vestibule where the electrical panel, compressor(s), pool water heat exchanger(s), receiver(s) and most of the refrigeration controls are out of the process air stream.
- D. The system shall have a microprocessor controller with unit-mounted refrigerant pressure transducers on each refrigeration circuit, multiple temperature sensors and an Ethernet connection for factory logging and parameter adjustment via the Internet. The refrigerant pressure transducers shall be actively used for system control. The customer (or their authorized representative) shall be provided access to the online logging and parameter adjustment interface, upon request. Demonstration of these capabilities must be carried out at the engineer's office prior to bid.

- E. The system shall have remote factory start-up assistance capability, when connected to a network with Internet access.
- F. The system shall have 24-7 remote computer logging capability with automated alarm notifications and system performance alerts transmitted via e-mail to authorized users, when connected to a network with Internet access.
- G. When connected to a network with Internet access, the system shall have remote service capability with the ability for field service technicians to receive service and trouble alerts by email and make parameter adjustments via a browser interface on any Internet-capable device.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept units and components on site in factory protective containers, with factory shipping skids and lifting lugs. Inspect for damage.
- B. Protect units from weather and construction traffic by storing in dry, roofed location.

1.7 WARRANTY

- A. A 1-year labor warranty shall be provided by the manufacturer when the system is connected to the factory via an Internet monitoring system from the date of initial commissioning.
- B. The compressor(s) shall have a 5-year warranty from the factory ship date.

PART 2 PRODUCTS

2.1 POOL DEHUMIDIFICATION-HEATING UNITS

- A. Manufacturers:
 - 1. Basis of Design: Seresco
 - 2. Substitutions: Must be approved by AE prior to bidding.
- B. General
 - 1. The natatorium control system shall include:
 - a. Mechanical process dehumidification.
 - b. Outdoor cabinet configuration.
 - c. Packaged outdoor air-cooled fluid cooler (dry cooler) for AC heat rejection.
 - d. A packaged indirect-fired natural gas duct furnace module installed downstream of the blower, sized as specified by the design engineer to meet the skin losses and outdoor air heating loads.

- e. Potable water rated coaxial condensing heat exchanger(s) with double wall vented construction for pool water heating using reclaimed compressor waste heat.
- f. Air filtration via MERV-8 2-inch pleated panel filters for return and outdoor air.
- g. Purge and economizer modes.
- h. Minimum exhaust and purge exhaust fan(s) with economizer mode.
- i. Heat recovery between the minimum exhaust air and outdoor air streams and via a glycol run around loop.
- j. Programmable microprocessor controller with remote Internet logging and parameter adjustment.
- k. A service vestibule where the compressor, refrigeration specialties, control valves and all electronics are outside of process air stream.

C. Sequence of Operation

1. The system shall be designed and sized to maintain the specified space conditions.
 - a. System Startup
 - 1) Power is turned on or the system is restarted.
 - 2) After a short initial delay to allow the sensors to stabilize, the blower starts and operates continuously.
 - 3) Based on sensor feedback, the system shall begin or resume operation based on the sequence below.
 - b. Airside Configuration
 - 1) The system continuously delivers the specified supply air volume to the natatorium.
 - 2) The minimum exhaust air volume is set to meet the engineer's schedule.
 - 3) The minimum outdoor air volume is set to meet the engineer's schedule.
 - 4) System is equipped with supply airflow measurement and shall adjust fan speeds to maintain total specified supply air volume, even in the case of a single fan failure.
 - c. Dehumidification Mode
 - 1) The return air relative humidity is above the humidity setpoint.
 - 2) Return air dewpoint is above dewpoint setpoint.
 - 3) The compressor enters the Compressor Start sequence.
 - 4) If the system cannot maintain the relative humidity below setpoint, the second compressor circuit will start.
 - 5) Compressor waste heat is rejected into a glycol fluid loop which feeds the reheat coils and the air conditioning air-cooled heat exchanger in parallel.
 - 6) The reheat coils are fully modulating (0-100%). The reheat output will modulate to maintain the space temperature at set point year-round.
 - d. Air Conditioning Mode
 - 1) The return air temperature is above the room temperature setpoint.
 - 2) The compressor starts, if not already operating in Dehumidification Mode.
 - 3) Excess compressor hot gas is diverted to a fluid-cooled heat exchanger. Up to 100% of compressor heat is rejected into the glycol fluid loop which is pumped

- outdoors to an outdoor air-cooled heat exchanger for 100% heat rejection at summer design ambient conditions.
- 4) 100% of compressor heat is rejected at the outdoor air-cooled heat exchanger on a summer design day. On off-peak days, the air reheat output will modulate to maintain the space temperature at the set point.
 - 5) If the system cannot maintain the return air temperature setpoint, the second compressor will start.
- e. Space Heating Mode
- 1) The return air temperature is below the room temperature setpoint.
 - 2) The microprocessor space heating output signal (0-10 volts) is sent to the heating coil controller. The signal output will regulate based on the return air temperature.
- f. Pool Water Heating Mode
- 1) The return pool water temperature is below the pool water setpoint.
 - 2) If the compressor is already operating due to a Dehumidification or Air Conditioning demand, the control valves will divert the compressor hot gas through the coaxial heat exchanger to heat the pool water, with the remainder rejected at the air reheat coil or the AC heat exchanger.
 - 3) If there is no pre-existing demand for the compressor to operate, the microprocessor sends a signal to the auxiliary pool water heater (remote by others) to operate. The compressor will not operate solely for a pool water heating demand unless specifically configured to do so at the controller.
- g. Exhaust Air Heat Recovery Mode
- 1) The minimum outdoor air damper and minimum exhaust fan(s) are tied to the system's occupancy schedule and will operate as programmed.
 - 2) Once the outdoor air temperature falls below the heat recovery setpoint (65 °F by default; field-adjustable) the glycol pump shall circulate a glycol mixture between the exhaust air and the outdoor air heat recovery coils, recovering heat from the space condition exhaust air and using it to preheat the incoming outside air.
- h. Purge Mode
- 1) This mode is manually triggered by an operator when super-chlorinating the pool. It can be triggered at the unit-mounted or optional remote operator panel(s), through the online WebSentry interface or by the BACnet controller.
 - 2) Purge Mode has an adjustable timed duration after which the system automatically resumes normal operation.
 - 3) Once triggered by the operator:
 - a) The compressor(s), if operating, pump down and cycle off.
 - b) A signal from the microprocessor sets the exhaust fan(s) to their maximum CFM.
 - c) The unit-mounted outdoor air dampers open fully and the return air dampers close.
 - d) The system stays in 100% outdoor air ventilation mode.
 - e) After the timed period expires, all dampers and fans return to normal operating settings and the system resumes normal operation.

- f) During Purge Mode, the system will control heating based on supply air temperature.
- i. Economizer Cooling Mode
 - 1) The return air temperature is above the room temperature setpoint.
 - 2) The microprocessor will compare the temperature of the outside air with the cooling setpoint.
 - 3) When outside air is deemed suitable by the microprocessor, it will be used as the first stage of sensible cooling.
 - 4) The system will switch over to using the compressor(s) if outside air conditions cannot satisfy the space cooling demand.
- j. Economizer Dehumidification Mode
 - 1) The return air relative humidity is above humidity setpoint.
 - 2) The microprocessor will compare the moisture content of the outside air to the dehumidification setpoint.
 - 3) When the outside air is deemed suitable by the microprocessor, it will be used as the first stage of dehumidification.
 - 4) The system will switch over to using the compressor(s) if outside air conditions cannot satisfy the space humidity demand.
- k. Freeze Protection
 - 1) The supply air temperature falls below the freezestat setpoint or the optional freezestat sensor indicates a freezestat condition.
 - 2) Exhaust fan(s) are stopped and outdoor air damper(s) are fully closed.
 - 3) When the freezestat alarm is tripped, it must be manually cleared by the operator.

D. Cabinet

- 1. Cabinet Construction: All cabinet 16, 20 and 24 gauge sheet metal shall be galvanized G90 steel or Galvalume™ alloy with mill-applied zinc phosphate primer followed by an exterior grade white silicone modified polyester top coat. The sheet metal is engineered to form a cabinet with maximum strength and rigidity. All seams shall be caulked with silicone to prevent air and water leakage or infiltration.
 - a. Base Rails: The cabinet shall have a base frame comprised of 2 layers of 10 gauge mill galvanized G90 steel. Lifting lugs shall be provided on the base frame for rigging the system.
 - b. The cabinet walls shall be of double-wall construction using 20 gauge pre-painted steel with a fully painted inner metal liner and 2 inches of fiberglass insulation.
 - c. The cabinet floor shall be comprised of a 16-gauge galvanized steel panel with a 20gauge pre-painted steel inner liner, 2-inch double wall engineered with structural bending for maximum rigidity and be mechanically fastened to the base frame of the unit.

- d. The cabinet roof shall be 20-gauge pre-painted steel, 2-inch double wall engineered with structural bending for maximum rigidity and be mechanically fastened to the base walls of the unit.
 - e. The cabinets shall be mechanically assembled with stainless steel 5/32" sealed blind rivets. Where bolts are required bright zinc plated bolts shall be used.
 - f. Access doors shall be supported on multiple hinges, held shut by compression latches for quick access. Doors shall be provided for entrance to all sections housing components requiring routine maintenance. Full height access doors shall have "hold back" latches to prevent door closure during the performance of service procedures.
 - g. The unit shall have non-corroding protective mesh screens on all air intake openings.
 - h. The system shall have non-corroding protective mesh screens covering internal fan blades, protective grates covering all floor access ports.
2. Outdoor Air Intake:
- a. Purge /Economizer and Minimum Outdoor Air connections with motorized dampers and controls.
3. Insulation: The unit shall be insulated per the following standards:
- a. All exterior cabinet sections shall be insulated with two (2) inch thick fiberglass inside the double walled cabinet.
 - b. Fire resistant rating to conform to NFPA Standard 90A and 90B.
 - c. Sound attenuation coefficient shall not be less than 1.02 at a frequency of 1,000 Hz as per ASTM Standard C423.
 - d. Thermal conductivity shall not exceed 0.26 Btu/hr-sqft-ft at 75 °F.
4. Cabinet configuration shall include:
- a. A filter rack with separate access doors shall be provided for the return air and minimum outdoor air streams.
 - b. Unit shall be equipped with a second outdoor air intake assembly with motorized 2 position extruded aluminum, Insulated, silicone side-sealed damper for Purge and Economizer operation.
 - c. Mechanical vestibule: The unit shall have the compressor, receiver, solenoid valves and the electrical panel in a separate compartment out of the processed air stream. All components shall be serviceable while the unit is in operation without disturbing the airflow.
 - d. Electrical panel: The unit shall have a built-in electrical control panel in a separate compartment in order not to disturb the airflow within the dehumidifier during electrical servicing. All electrical components shall be mounted on a 16 gauge galvanized subpanel.

E. Filters

- 1. Wherever possible, air filters shall be standard sized, replaceable, off-the-shelf filters including:
 - a. Return Air: 2-Inch MERV 8, 30% pleated filters with rust-free non-metallic structure on a slide in rack.

- b. Exhaust Air: 2-Inch MERV 8, 30% pleated filters with rust-free non-metallic structure.
- c. Outside Air: 2-Inch MERV 8, 30% pleated filters with rust-free non-metallic structure.

F. Coils

1. Evaporator/dehumidifier coils shall be designed for maximum moisture removal capacity
 - a. Coils shall be fully dipped and coated with a polyester/enamel coating for maximum corrosion protection. Coating shall comply with ASTM B117/D1654 and ASTM D2126 for corrosion resistance against common acids, salt and gases.
 - b. Coil shall have galvanized casing and end plates.
 - c. Aluminum fin and copper tubes mechanically bonded to assure high heat transfer.
2. Air reheat coils shall be sized for variable heat transfer into the air with a capacity of 100% of the compressors total required heat of rejection
 - a. Coils shall be fully dipped and coated with a polyester/enamel coating for maximum corrosion protection. Coating shall comply with ASTM B117/D1654 and ASTM D2126 for corrosion resistance against common acids, salt and gases.
 - b. Coil shall have galvanized casing and end plates.
 - c. Aluminum fin and copper tube joints mechanically bonded to assure high heat transfer.
3. Heat Recovery Coils
 - a. The unit shall have heat recovery between the minimum exhaust and outdoor air streams per specifications.
 - 1) The heat recovery coils shall be sized for heat transfer between the two air streams.
 - 2) The heat recovery fluid circulating between coils shall be glycol. The module shall be a complete package and independent circuit that includes a circulating pump, fill valves and expansion tank.
 - b. Coils shall be fully dipped and coated with a polyester/enamel coating for maximum corrosion protection. Coating shall comply with ASTM B117/D1654 and ASTM D2126 for corrosion resistance against common acids, salt and gases.
 - c. Aluminum fin and copper tube joints mechanically bonded to assure high heat transfer.

G. Drain Pans

1. Each evaporator coil shall be provided with a positive draining, compound-sloped, baked powder paint coated aluminum drain pan with fully-welded corners to ensure zero water retention.

H. Blowers and Blower Motors

1. Supply blowers:
 - a. Each supply blower shall be an impeller plenum fan complete with backward curved, three-dimensional, profiled blades made of a high-performance composite

material directly driven via a direct current (DC) electronic commuted (EC) motor. The blower and motor shall be completely corrosion resistant and be maintenance free. The ECMotor shall be of zero-slippage design with continuously variable speed control when connected to the system's controller.

- b. Each EC motor shall have maintenance-free electronic circuitry, a rotor with permanent magnets, and an integral controller to provide the windings with electrical current so that, the motor rotates continuously and quietly.
 - c. Each fan assembly shall be suitable for a maximum temperature of 60°C.
 - d. Each fan shall be statically and dynamically balanced on precision electronic balancers.
 - e. Each fan in the Fan Array is an independent sub-assembly and shall include backdraft dampers to allow for redundancy. If one fan fails, the backdraft damper seals off the fan to prevent recirculation of system air.
 - f. Each fan shall include pressure transducers to measure and maintain the required total system airflow. If one fan fails, the other fans in the array will ramp up to more closely maintain specified system supply airflow until the failed fan can be replaced.
 - g. Machines without this built in supply fan array and redundancy shall not be accepted.
2. Exhaust blowers:
- a. The packaged exhaust blower (EF1) shall be sized to maintain the negative pressure requirement in the space during normal operation and its operation tied to the system's occupancy scheduler.
 - b. The blower shall be impeller plenum fan complete with backward curved, threedimensional, profiled blades made of high performance composite material. The blower shall be completely corrosion resistant and be maintenance free a direct drive via a direct current (DC) electronic commuted (EC) motor. The EC-Motor shall have zero slippage design and have continuously variable speed control when connected to the unit's controller.
 - c. The fan assembly shall be balanced in Class G 6.3 acc DIN ISO 1940, dynamic on two levels.
 - d. The fan assembly shall be suitable for ambient temperatures of -40°C to max. +70°C.
 - e. Thermal contacts installed in the windings compliant with THCL 155.
 - f. Drive motor in external rotor principle, sealed in protection class IP54 with moisture protection impregnation of the windings, topical protection.
 - g. High corrosion resistance design with high quality and reliability.
 - h. The exhaust fan shall be controlled from an end switch on the power open of the exhaust air damper. The exhaust dampers shall be protected by louvers to divert rain from the face of the dampers.
 - i. Shall be packaged with the heat recovery module.
3. Purge blowers:
- a. The ventilation/economizer/purge exhaust blower (PEA) shall be unit mounted and sized to provide full exhaust from the space when operating with EF1.

- b. The fan shall be direct driven axial fan made of high-strength composite material in which the motor and controller are integrated. It includes FE2owlet blades combined with guide vanes and EC commutated direct-current external rotor motors provides maximum efficiency the quietest performance. The EC motor shall have maintenance free electronic circuitry, a rotor with permanent magnets, and an integral controller to provide the windings with electrical current so that, the motor rotates continuously and quietly. The fan is aerodynamically-optimized, sickle-blade profile, patterned with serrated trailing edge and winglets on the blade outer edge for energy and noise optimized operation.
- c. The fan assembly shall be balanced in Class G 6.3 acc DIN ISO 1940, dynamic on two levels.
- d. The fan assembly shall be suitable for ambient temperatures of -40°C to max. +70°C.
- e. Thermal contacts installed in the windings compliant with THCL 155.
- f. Drive motor in external rotor principle, sealed in protection class IP54 with moisture protection impregnation of the windings, topical protection.
- g. High corrosion resistance design with high quality and reliability.
- h. The exhaust fan shall be controlled from an end switch on the power open and spring return outside air damper. The gravity exhaust dampers shall be protected by louvers to divert rain from the face of the dampers.

I. Dampers

- 1. Internal dampers shall be made from extruded anodized aluminum with a parallel blade configuration and neoprene double-seal tips to minimize leakage. Damper blades shall be mounted on steel rods which rotate on nylon bushings. All damper hardware shall be corrosion resistant.
 - a. The system shall be provided with normally closed outside air and exhaust air dampers equipped with spring-return actuators. The dampers adjust between 0% to 100% open position.
 - b. The outdoor air and exhaust air dampers shall be of opposed blade configuration. Dampers shall have 0.750-inch insulated blades made from extruded anodized aluminum with neoprene double-seal tips to minimize leakage. Damper leakage shall be less than 1% of maximum flow at 4-inch water column differential. Damper blades shall be mounted on steel rods which rotate on nylon bushings. All damper hardware shall be corrosion resistant.

J. Pool Water Heater

- 1. Potable water rated coaxial heat exchanger shall be double-wall vented construction with corrosion-resistant cupro-nickel water circuit tubing
 - a. Self-purging and self-draining counter flow design.
 - b. Water circuit piping shall consist of transparent braided PVC hose.
 - c. Terminating connections are PVC schedule 40 NPT fittings located at the cabinet wall for easy connection.
 - d. The maximum loop operating pressure is 60 psig.

K. Compressors

1. Hermetic, scroll action compressor, suction gas cooled, suitable for refrigerant R-410A.
2. The compressor(s) shall be mounted on rubber-in-shear isolators to limit the transmission of noise and vibration.
3. The compressor(s) shall be equipped with removable crankcase heater(s) for liquid migration protection.
4. The compressor(s) shall be located outside the conditioned air stream in the system's service vestibule.
5. Compressors shall have a 3-year warranty extension for a total of 5 years coverage.
6. The compressor manufacturer must have a wholesale outlet for replacement parts in the nearest major city.

L. Refrigeration Circuit

1. The system shall consist of two factory sealed refrigeration circuits for dehumidification and sensible cooling. No site refrigeration work shall be required.
2. Each refrigeration circuit shall have pressure transducers monitoring the refrigerant discharge (high) and suction (low) pressures. The refrigeration circuit shall be accessible for diagnostics, adjustment and servicing without the need for service manifold gauges.
3. All refrigeration circuits shall have solenoid control valves, check valves, a liquid line filterdrier, liquid and moisture indicator, thermostatic expansion valve and a pump down solenoid valve.
4. The system shall have an externally adjustable balanced port design mechanical thermostatic expansion valve. The valve shall have a removable power head.
5. Tamper proof, hermetically sealed non-adjustable high and low pressure switches and refrigeration service valves shall be installed using Schrader type valves. Refrigeration service valves shall be located outside of the airstream.
6. The receiver shall have two refrigerant level (maximum and minimum) indicating sight glasses.
7. The suction line shall be fully insulated with 0.500-inch closed cell insulation.

M. Control Panel

1. The electrical contractor shall be responsible for external power wiring and disconnect switch fusing. Power block terminals shall be provided.
2. The system shall include a factory-installed non-fused disconnect.
3. Shall be mounted inside the service vestibule outside of the process air stream.
4. Blower motors shall be protected with thermal trip overloads.
5. The system shall have a voltage monitor with phase protection.
6. Available dry contacts shall include:
 - a. Alarm
 - b. Blower interlock
 - c. Stage 1 & 2 heating
 - d. Outdoor air damper control
 - e. Remote exhaust fan #1
 - f. Remote exhaust fan #2
 - g. Outdoor-air cooled equipment

- h. System on
 - i. Auxiliary pool heater 1
 - j. Heat recovery
7. Terminals shall be provided to send 24-volt power to the outdoor air-cooled condenser or fluid cooler fan contactor.
 8. All wiring shall be installed in accordance with UL or CSA safety electrical code regulations and shall be in accordance with the NFPA All components used in the system shall be UL or CSA listed.
 9. Wiring diagrams shall be located near the electrical panel(s) on the system. These diagrams shall provide color-coding and wire numbering for easy troubleshooting. All wires shall be contained in a wire duct.
 10. The compressor(s) shall have a time delay on start to prevent short cycling.
 11. Pressure transducers for measuring refrigerant discharge (high) pressure and suction (low) pressure shall be provided.
 12. An airflow switch and a dry contact for alarm(s) shall be provided.

N. Microprocessor Control

1. A microprocessor controller with the following characteristics will be provided:
 - a. All set points and parameter adjustments are pre-programmed at the factory during quality control testing.
 - b. The microprocessor program shall be stored on updatable FLASH memory.
 - c. A minimum of 11 analogue inputs, 4 analogue outputs, 24 digital inputs and 16 digital outputs.
 - d. Four serial interface ports including both RS232 and RS485 types.
 - e. An Ethernet port with RJ-45 connector and LED activity indicator.
 - f. A real time clock to time-stamp the system operation log and to enable a programmable 7-day occupation schedule.
 - g. Two manual demand forced modes to allow the user to manually bypass the microprocessor in the event of controller failure.
 - h. The local and remote operator panel(s) shall have a backlit graphic liquid crystal display with touch controls.
2. The system shall have pressure transducers monitoring the refrigerant discharge (high) and suction (low) pressures. The refrigeration circuit shall be accessible for diagnostics, adjustment and servicing without the need of service manifold gauges.
3. The following status LEDs shall be on the controller:
 - a. Alarm - indicates there has been a failure requiring service.
 - b. Dehumidification - indicates that the system is dehumidifying the space.
 - c. Cooling - indicates that the air-conditioning mode.
 - d. Pool Heating - indicates that the system is heating the pool water with recycled energy.
 - e. Space Heat - indicates that the space heating is operating.
 - f. Maintenance - indicates whether or not maintenance is required.
 - g. Manual - indicates that the system has been set to manual operation.
4. The following set points shall be accessible and adjustable from the operator panel:

- a. Space temperature.
 - b. Space relative humidity.
 - c. Pool water temperature.
5. The following sensors shall be unit-mounted and monitored at the operator panel. All information from these items shall be actively used in the system control and operation strategies:
- a. Refrigerant high pressure
 - b. Refrigerant low pressure
 - c. Return air temperature
 - d. Supply air temperature
 - e. Return air relative humidity
 - f. Entering pool water temperature
 - g. Leaving pool water temperature
 - h. Evaporator leaving air temperature
 - i. Suction temperature
 - j. Discharge temperature
 - k. Supply Airflow
6. System Fault: Shall indicate via text message to the display what systems require attention or servicing. Built-in monitoring and diagnostics shall allow the user to view the following:
- a. Power failure
 - b. Dirty air filter
 - c. Refrigerant high and low pressure
 - d. System off
 - e. Anti-short cycle delay

O. Air Heating

1. The packaged indirect-fired natural gas duct furnace module shall be sized to meet the scheduled heating capacity and have the following characteristics:
 - a. Modulating (0-10V) auxiliary air heat control.
 - b. The duct furnace module shall be a natural gas indirect-fired type using spark ignition with a heating capacity as shown in this submittal and is installed in a 'blow through' configuration downstream from the blower. The heat exchanger tubes are constructed of formed and welded 16-gauge series 409 stainless steel suitable for installation downstream of the cooling coil and satisfactory for air inlet temperatures below 40 °F. The burner is the power firing type and incorporates a primary combustion air blower and spark ignition transformer.
 - c. The duct furnace module shall be a propane gas indirect-fired type using spark ignition with a heating capacity as shown in this submittal and is installed in a 'blow through' configuration downstream from the blower. The heat exchanger tubes are constructed of formed and welded 16-gauge series 409 stainless steel suitable for installation downstream of the cooling coil and satisfactory for air inlet

temperatures below 40 °F. The burner is the power firing type and incorporates a primary combustion air blower and spark ignition transformer.

- d. Standard controls shall include a modulating gas valve, intermittent spark ignition, overheat control, rollout flame supervision, combustion air flow proving switch, positive burner safety switch, pilot cock, main gas cock with 100% shut off, adjustable main and pilot pressure regulators.
- e. The natural gas duct furnace module shall be an ETL recognized component. The gas train shall be complete with all controls factory mounted to comply with requirements of ETL. The gas train is complete with a modulating main gas valve and is ready for connection to a natural gas supply with pressure between 7 in and 14 in WC.
- f. The liquid propane duct furnace module shall be an ETL recognized component. The gas train shall be complete with all controls factory mounted to comply with requirements of ETL. The gas train is complete with a modulating main gas valve and is ready for connection to a propane gas supply with pressure between 7 in and 14 in WC.
- g. The complete system shall be test-fired and preliminary adjustments made prior to leaving the factory.

P. Air Conditioning

1. Air-cooled air conditioning via a fluid cooler.
 - a. The system shall be equipped with an air conditioning mode where excess compressor heat is rejected to a factory packaged integral outdoor air-cooled heat exchanger (aka Dry Cooler) via a single glycol fluid loop. No site refrigeration work shall be required. The packaged fluid cooled condenser and outdoor air-cooled heat exchanger shall both be capable of rejecting 100% of the compressor heat rejection with an air on temperature at summer design conditions.
 - b. The system shall be provided with a dry contact rated for 24VAC/5A to operate the remote outdoor fluid cooler control.
 - c. Each refrigeration circuit shall include refrigerant valves, a receiver with pressure relief valve set at 650 psig, a pressure control valve and a pressure differential valve, and two manual shutoff valves to isolate the outdoor fluid cooler.
 - d. Coils shall be tested at 425 PSIG and mounted vertically for complete surface utilization. Coils shall be counter flow and have adequate capacity to dissipate the total heat rejection of the system at design conditions.
 - e. The fan(s) shall be direct driven axial fan(s) with dual speed external rotor motor(s) and innovative bionic blades in die-cast aluminum molds.
 - 1) The fan assembly shall be balanced in Class G 6.3 acc DIN ISO 1940, dynamic on two levels.
 - 2) The fan assembly shall be suitable for ambient temperatures of -40°C to max. +70°C.
 - 3) Thermal contacts installed in the windings compliant with THCL 155.

- 4) Drive motor in external rotor principle, sealed in protection class IP54 with moisture protection impregnation of the windings, topical protection. 5) High corrosion resistance design with high quality and reliability.

Q. Factory Performance Testing

1. The system shall be thoroughly tested under factory test conditions.

PART 3 EXECUTION

A. Product Delivery, Acceptance, Storage and Handling

1. Perform a thorough physical inspection of the system upon delivery from the shipment carrier.
2. Identify and immediately report any physical damage to manufacturer.
3. If the system is to be stored prior to installation, store in a clean, dry place protected from weather, dirt, fumes, water, construction and physical damage.
4. Handle the system carefully during installation to prevent damage.
5. Damaged systems or components shall not be installed. Contact the manufacturer for RMA instructions.
6. Comply with the manufacturer's rigging and installation instructions for unloading the system and moving it into position.

B. Connections

1. Where installing piping adjacent to the system, allow space for service and maintenance.
2. Duct connections: drawings indicate the general arrangements of the ducts. Connect the system to ducts with flexible duct connectors. Comply with code requirements for flexible duct connectors.
3. Electrical connections: comply with code requirements for power wiring, switches and motor controls in electrical sections.

C. Installation

1. The agency responsible for start-up should work in accordance with the specifications and in accordance with the manufacturer's instructions and only by workers experienced in this type of work
2. Install flexible connections between unit and inlet and discharge ductwork. Install metal bands of connectors parallel with minimum 1-inch flex between ductwork and fan while running.
3. Install assembled units with vibration isolators. Install isolated fans with resilient mountings and flexible electrical leads. Adjust snubbers to prevent tension in flexible connectors when fan is operating. Refer to Section 23 05 48.

D. Install condensate piping with trap and route from drain pan to splash block on grade.

3.2 INSTALLATION REFRIGERANT COILS

- A. Install sight glass in liquid line within 12 inches of coil. Refer to Section 23 23 00.
- B. Install piping specialties in accordance with Section 23 23 00.

3.3 START UP

- A. Detailed instructions for startup as provided by the manufacturer must be followed.
- B. Installing contractor must contact the manufacturer prior to start up to confirm start up procedures.
- C. Remote Internet access and control must be initiated and confirmed by the factory prior to start up for extended labor warranty to be in effect.

3.4 PROTECTION OF FINISHED WORK

- A. Do not operate units until ductwork is clean, filters are in place, bearings lubricated, and fan has been test run under observation.

Agenda Item #11

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
June 30, 2020**

FUND	BALANCE
Educational	\$7,393,369.85
Operations & Maintenance	\$1,313,687.01
Operations & Maintenance (Restricted)	\$3,719,706.42
Bond & Interest	\$421,926.29
Auxiliary	\$1,738,472.71
Restricted Purposes	(\$307,924.89)
Working Cash	\$3,408,453.52
Trust & Agency	\$488,906.24
Audit	(\$4,193.28)
Liability, Protection & Settlement	<u>\$609,138.70</u>
TOTAL ALL FUNDS	<u><u>\$18,781,542.57</u></u>

Respectfully submitted,

Ryan Hawkins, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
June 30, 2020

(Prior to the accrual run and year-end adjusting journal entries)

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2020	2019
ASSETS:		
CASH	\$ 18,781,543	\$ 9,750,762
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	12,500
CDB PROJECT TRUST	153,045	76,064
INVESTMENTS	11,625,000	19,150,000
RECEIVABLES	3,665,062	4,115,248
INVENTORY	431,572	452,424
OTHER ASSETS	463,650	462,250
FIXED ASSETS (Net of Depr)	16,576,063	16,407,906
TOTAL ASSETS AND OTHER DEBITS:	\$ 51,731,735	\$ 50,667,430
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ -	\$ 188,340
ACCOUNTS PAYABLE	11,835	259,734
INTERFUND PAYABLES	-	150,066
DEFERRED REVENUE	3,743,043	4,224,480
L-T DEBT GROUP (FUND 9)	3,647,603	7,370,668
OPEB (Prior Year Restated for GASB 75 Implementation)	15,780,483	15,228,583
OTHER LIABILITIES	418,260	433,290
TOTAL LIABILITIES:	23,601,224	27,855,161
FUND BALANCES:		
FUND BALANCE	29,328,839	28,048,457
INVESTMENT IN PLANT (Net of Depr)	16,576,063	16,407,906
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(19,428,086)	(22,599,251)
RESERVE FOR ENCUMBRANCES	1,653,695	955,157
TOTAL EQUITY AND OTHER CREDITS	28,130,511	22,812,269
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 51,731,735	\$ 50,667,430

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 For the Periods Ended June 30, 2020 & 2019

(Prior to the accrual run and year-end adjusting journal entries)

	FY 2020 YEAR-TO-DATE	FY 2019 YEAR-TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	\$ 7,636,980	\$ 7,399,414
STATE GOVT SOURCES	11,951,164	12,198,755
STUDENT TUITION & FEES	13,564,966	14,381,740
SALES & SERVICE FEES	2,597,827	3,085,811
FACILITIES REVENUE	42,773	31,678
INVESTMENT REVENUE	452,734	532,985
OTHER REVENUES	281,387	1,292,704
TOTAL REVENUES:	36,527,831	38,923,087
 EXPENDITURES:		
INSTRUCTION	11,560,054	11,955,766
ACADEMIC SUPPORT	455,802	471,930
STUDENT SERVICES	1,708,243	1,712,547
PUBLIC SERV/CONT ED	5,913	14,051
OPER & MAINT PLANT	2,941,067	2,979,594
INSTITUTIONAL SUPPORT	9,801,024	9,008,522
SCH/STUDENT GRNT/WAIVERS	6,203,734	6,577,210
AUXILIARY SERVICES	5,170,774	5,353,522
TOTAL EXPENDITURES:	37,846,611	38,073,142
 OTHER FINANCING SOURCES:		
PHS BOND PROCEEDS	3,974,799	
	3,974,799	-
 TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	-	
TOTAL TRANSFERS AMONG FUNDS:	-	-
 NET INCREASE/DECREASE IN NET ASSETS	 \$ 2,656,019	 \$ 849,945

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

(Prior to the accrual run and year-end adjusting journal entries)

FISCAL YEAR 2018

FISCAL YEAR 2019

FISCAL YEAR 2020

College	Category	Anticipated Budget	Spent Thru June	% of Bdgt	Anticipated Budget	Spent Thru June	% of Bdgt	Anticipated Budget	Spent Thru June	% of Bdgt	% of Year
Frontier	Bills		\$ 783,992			\$ 741,106			\$ 750,528		
	Payroll		2,210,782			2,267,421			2,137,170		
	Waivers		747,721			905,799			685,369		
	Totals	\$ 4,189,416	3,742,495	89%	\$ 4,550,604	3,914,326	86%	\$ 4,370,599	3,573,067	82%	100%
Lincoln Trail	Bills		1,050,885			1,196,784			1,082,417		
	Payroll		2,410,969			2,449,750			2,367,847		
	Waivers		851,936			760,137			847,819		
	Totals	\$ 4,531,653	4,313,790	95%	\$ 4,788,234	4,406,671	92%	\$ 5,365,117	4,298,083	80%	100%
Olney Central	Bills		1,606,733			1,582,455			1,478,011		
	Payroll		4,841,079			4,897,924			4,820,374		
	Waivers		620,098			652,724			737,635		
	Totals	\$ 7,303,330	7,067,910	97%	\$ 7,449,755	7,133,103	96%	\$ 7,669,580	7,036,020	92%	100%
Wabash Valley	Bills		1,287,183			1,336,904			1,316,678		
	Payroll		3,139,445			3,270,034			3,138,914		
	Waivers		1,297,060			1,347,781			1,484,031		
	Totals	\$ 6,136,568	5,723,688	93%	\$ 6,236,897	5,954,719	95%	\$ 6,449,215	5,939,623	92%	100%
Workforce Educ.	Bills		277,887			271,932			242,637		
	Payroll		1,234,591			1,218,664			1,087,415		
	Waivers		2,648,781			2,771,074			2,247,189		
	Totals	\$ 4,869,942	4,161,259	85%	\$ 4,258,339	4,261,670	100%	\$ 4,396,670	3,577,241	81%	100%
District Office	Bills		309,219			319,531			305,406		
	Payroll		1,085,065			1,197,366			1,114,201		
	Waivers		-			-			-		
	Totals	\$ 1,614,463	1,394,284	86%	\$ 1,519,023	1,516,897	100%	\$ 1,551,484	1,419,607	91%	100%
District Wide	Bills		1,576,631			1,594,204			2,003,393		
	Payroll		867,279			944,564			896,573		
	Waivers		131,868			142,928			201,886		
	Totals	\$ 2,705,152	2,575,778	95%	\$ 2,883,536	2,681,696	93%	\$ 3,107,121	3,101,852	100%	100%
GRAND TOTALS		\$31,350,524	\$ 28,979,204	92%	\$ 31,686,388	\$29,869,082	94%	\$32,909,786	\$28,945,493	88%	100%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
June 30, 2020

(Prior to the accrual run and year-end adjusting journal entries)

	<u>FY 2020</u>		<u>FY 2019</u>		<u>Increase (Decrease)</u>	
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>\$</u>	<u>%</u>
Salaries	\$ 15,562,494	53.76%	\$ 16,245,723	54.39%	\$ (683,229)	-4.206%
Employee Benefits	2,532,137	8.75%	2,320,071	7.77%	212,066	9.140%
Contractual Services	1,272,584	4.40%	1,161,240	3.89%	111,344	9.588%
Materials	1,448,755	5.01%	1,592,493	5.33%	(143,738)	-9.026%
Travel & Staff Development	154,518	0.53%	246,601	0.83%	(92,083)	-37.341%
Fixed Charges	85,052	0.29%	132,357	0.44%	(47,305)	-35.740%
Utilities	1,033,094	3.57%	1,295,516	4.34%	(262,422)	-20.256%
Capital Outlay	544,543	1.88%	171,775	0.58%	372,768	217.009%
Other	6,312,316	21.81%	6,703,306	22.44%	(390,990)	-5.833%
	<u>\$ 28,945,493</u>	<u>100.00%</u>	<u>\$ 29,869,082</u>	<u>100.00%</u>	<u>\$ (923,589)</u>	<u>-3.092%</u>

Agenda Item #12

Chancellor's Report

Agenda Item #13

Executive Session

Agenda Item #14

Approval of Executive Session Minutes

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

Agenda Item #15

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 17, 2020
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the July Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.8, and 400.9 have been sent under separate cover.

INDEX

- 400.2. Employment of Personnel**
- 400.3. Change in Status**
- 400.4. Temporary Contract**
- 400.5. Special Assignments (attachment)**
- 400.6. Approval to Hire Prior to August Board of Trustees Meeting**
- 400.7. Academic Year 2020-2021 Educational Level Change**
- 400.8. Annual Review of FMLA Leave taken during FY 2020**
- 400.9. Resignation Ratifications**
- 400.10. Retirement Ratification**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Administrative

1. Andrea McDowell, Director of Human Resources, DO, effective August 3, 2020.

B. Administrative, Non-Exempt

1. Jaime Henry, Director of Business, LTC, effective July 22, 2020.

C. Faculty

1. Dr. Lisa Hoipkemier, Physical Therapy Assistant Program Instructor, WVC, effective August 13, 2020.

D. Professional Non-Faculty, Exempt

1. Luke Scheidecker, Head Women's Basketball Coach, WVC, effective July 23, 2020.

E. Professional Non-Faculty, Non-Exempt

1. Andrew (Holden) August, Coordinator of Public Information & Marketing, FCC, effective July 22, 2020.

F. Classified

1. Scott Correll, Maintenance/Custodian, OCC, effective July 23, 2020, pending successful completion of background check.
2. Amy Hohlbaugh, Office Assistant, FCC, effective August 17, 2020.
3. Jodi Robinson, Administrative Assistant, FCC, effective July 23, 2020, pending successful completion of background check.

400.2. Change in Status

A. Professional, Non-Faculty, Exempt

1. Amanda Nelson, TRIO Upward Bound Counselor, DO/OCC, to TRIO Upward Bound Coordinator, DO/OCC, effective July 22, 2020, employment contingent upon continued grant funding.

400.3. Temporary Contract

A. Professional Non-Faculty, Non-Exempt

1. Adam Rotar, Head Women's Basketball Coach, LTC, effective July 22, 2020.

400.4. Special Assignments (attachment)

400.5. Approval to Hire Prior to August Board of Trustees Meeting

- A. Nursing Instructor, OCC
- B. Manager of Food Service, LTC
- C. Manager of Food Service, WVC

400.6. Academic Year 2020-2021 Educational Level Change

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Anne Hustad	M+48	DNP	\$2,000
Logan Marshall	AA+32	B	\$1,000

400.7. Annual Review of FMLA leave taken during FY 2020

A. Birth of Child

1. 2 weeks
2. 12 weeks
3. 8 weeks

B. Personal Illness

1. 7 weeks
2. 3 weeks
3. 3 weeks
4. 10 weeks
5. 1 week
6. 4 weeks
7. 2 weeks
8. 4 weeks
9. 3 weeks

C. Illness of a Child

1. 3 weeks

400.8. Resignation Ratifications

A. Faculty

1. Jacy Ghist, Assistant Professor, OCC, effective August 1, 2020.

B. Professional Non-Faculty, Exempt

1. Scott Sparks, Head Women's Basketball Coach, LTC, effective July 7, 2020.

C. Classified

1. Shannon Waters, Office Assistant, LTC, effective July 11, 2020.

400.9. Retirement Ratification

A. Professional Non-Faculty, Non-Exempt

1. Sibyl Janello, Director of Registration & Records, Workforce Education, effective August 1, 2020.

Special Assignments
Olney Central College

Academic – Allied Health		Approved 2019-2020	Recommended 2020-21
7. Lisa Rauch	Director of Radiography	\$1,000	\$3,000
8. Brittany Ochs	Clinical Coordinator, Radiography	\$500	\$1,500

Special Assignments
Wabash Valley College

Academic		Approved 2019-2020	Recommended 2020-21
11. Lisa Hoipkemier	Program Director, Physical Therapy Assistant Program		\$3,000

Special Assignments

District Office

Extra-Curricular		Approved 2019-2020	Recommended 2020-2021
1. Mary Morris	Faculty Coordinator of Student Learning Assessment – FCC	\$4,000	\$4,000
2. Travis Matthews	Faculty Coordinator of Student Learning Assessment – LTC	\$4,000	\$4,000
3. Kelly Payne	Faculty Coordinator of Student Learning Assessment – OCC	\$4,000	\$4,000
4. Scott Balding	Faculty Coordinator of Student Learning Assessment – WVC	\$4,000	\$4,000
5. Tammie Bohnhoff	Math Discipline Facilitator – OCC	\$1,000	\$1,000
6. Cindy Boyce	Social & Behavioral Science Discipline Facilitator – LTC	\$1,000	\$1,000
7. Allen Brown	Math Discipline Facilitator – WVC	\$1,000	\$1,000
8. Carrie Brown	Life & Physical Science Discipline Facilitator – LTC	\$1,000	\$1,000
9. Rebecca Carmack	Humanities/Fine Arts Discipline Facilitator – LTC	\$1,000	\$1,000
10. Chelsea Gemeinhardt	Life & Physical Science Discipline Facilitator – WVC	\$1,000	\$1,000
11. Nixie Hnetkovsky	Life & Physical Science Discipline Facilitator – FCC	\$1,000	\$1,000
	Social & Behavioral Science Discipline Facilitator – FCC	\$1,000	\$1,000
12. Jason Hortin	Social & Behavioral Science Discipline Facilitator – OCC	\$1,000	\$1,000
13. Chris Mathews	Life & Physical Science Discipline Facilitator – OCC	\$1,000	\$1,000

14. Drew McMurray	Social & Behavioral Science Discipline Facilitator – WVC	\$1,000	\$1,000
15. Linda Monge	Math Discipline Facilitator – FCC	\$1,000	\$1,000
16. Mary Morris	English/Communications Discipline Facilitator – FCC	\$1,000	\$1,000
17. Kelly Payne	English/Communications Discipline Facilitator – OCC	\$1,000	\$1,000
18. Heather Sandy	Humanities/Fine Arts Discipline Facilitator – OCC	\$1,000	\$1,000
19. Kim Schucker	Math Discipline Facilitator – LTC	\$1,000	\$1,000
20. Jill Winter	English/Communications Discipline Facilitator – WVC	\$1,000	\$1,000
21. Ann Wolven	English/Communications Discipline Facilitator – LTC	\$1,000	\$1,000

Agenda Item #16

Collective Bargaining

Agenda Item #17

Litigation

Agenda Item #18

Other Items

Agenda Item #19

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	_____							
Power Hub - WVC	CDB	\$300,000	_____							
OCC - WVC Roof Projects	PHS	\$750,000	_____							
GRAND TOTAL		\$13,094,700	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

6/30/2020