

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

November 19, 2019



Location:

**Frontier Community College
2 Frontier Drive
Fairfield, Illinois 62837**

**Dinner – 6:00 p.m. – Bob Boyles Foundation Hall
Meeting – 7:00 p.m. – Bob Boyles Foundation Hall**

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**

November 19, 2019

7:00 p.m.

**Frontier Community College
Bob Boyles Foundation Hall**

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes Interim CEO Holt
3. Public Hearing 2019 Tax Levy Fischer
4. Recognition of Visitors and Guests Holt
 - 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) Holt
 - A. 500.5 Credit by Examination
 - B. 500.21 Student Military
8. Policy Second Reading Holt
 - A. None
9. Staff Recommendations for Approval
 - A. Articulation Agreements with Eastern Illinois University Martin
 - B. Affiliation Agreement with Sparta Hospital – Workforce Education Martin
 - C. IECC 403(b) Plan First Amendment Hawkins
 - D. Certification of Tax Levy for Calendar Year 2019 Hawkins
 - E. Certificate of Compliance with the Truth in Taxation Law Hawkins
 - F. GASB Designation of Tax Levy Year Hawkins
 - G. Articulation Agreement with Franklin University Holt
 - H. MOU with Carle Foundation Hospital - Paramedicine Holt
 - I. Board Meeting Dates and Locations for 2020 Holt

- J. 2020 Holiday Calendar Holt
- K. Chancellor Search Committee Holt
- 10. Bid Committee Report..... Holt
 - A. None
- 11. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
- 12. Chief Executive Officer’s Report..... Holt
- 13. Executive Session..... Holt
- 14. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes..... Holt
 - B. Audio Executive Session Minutes Holt
- 15. Approval of Personnel Report Holt
- 16. Collective Bargaining..... Holt
- 17. Litigation Holt
- 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 in Science Building Room 61, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, in said Community College District at 7:00 o'clock P.M., on Tuesday, October 15, 2019.

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, James Lane. Also present was Corey Hall, student trustee. Trustees absent: Jan Ridgely. Trustee Jan Ridgely joined the meeting at 7:16 p.m. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

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

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held September 17, 2019 were presented for disposition.

Board Action to Approve Minutes: Trustee James Lane made a motion to approve minutes of the foregoing meeting as prepared. Trustee Brenda Culver 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 staff members.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Trustee Brenda Culver reported that a recent open house held at WRC was well received by those in attendance. Trustee Gary Carter reported that he participated in a utility project completed recently in the Fairfield area. He was pleased to learn that there were six workers, among those assisting with the project, who were graduates from various IECC programs.

#5-B. Report from Presidents: Electronic reports were presented from each of the colleges.

#5-C. Report from Cabinet: None.

AGENDA #6 – “Policy First Reading (and Possible Approval)” – None.

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

AGENDA #8 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#8-A. Articulation Agreement with Franklin University: Franklin University has proposed the renewal of the current articulation agreement with Franklin University. This agreement would guarantee acceptance of IECC graduates with an Associate in Arts, Associate in Science, or Associate of Applied Science degree. Transfer student from IECC, upon acceptance would have junior standing at Franklin University. The CEO recommended approval of the agreement.

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

#8-B. Financial Aid Loan Default Policy: The current catalog policy prevents registration for students in loan default. The revised policy will benefit students and the District. The following revised policy was recommended:

Students in Loan Default

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

Board Action: Trustee James Lane made a motion to approve the revised catalog policy on Financial Aid Loan Default. 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

Trustee Jan Ridgely joined the meeting at 7:16 p.m.

#8-C. Annual Financial Report: Pursuant to Section 3.22.2 of the Public Community College Act, each district is required to annually publish a financial report prior to November 15, in a newspaper of general circulation in the district. A copy of this publication must be filed with the Illinois Community College Board by December 1. The CEO recommended approval of the following Annual Financial Report so that it may be published locally and filed with ICCB.

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529

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

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

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

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

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

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

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

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

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

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

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

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

Annual Enrollment Data by Semester, including Summer Term:

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

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

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

Chairman, Board of Trustees: _____
G. Andrew Fischer

Secretary, Board of Trustees: _____
Renee Smith

Treasurer, Board of Trustees: _____
Ryan Hawkins

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

Equal Opportunity Officers:

Bonnie Chaplin, IECC District Office, Olney, IL

Paul Bruinsma, Frontier Community College, Fairfield, IL
Brent Todd, Lincoln Trail College, Robinson, IL
Andrea Pampe, Olney Central College, Olney, IL
Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

Board Action: Trustee Brenda Culver made a motion to approve the Annual Financial Report for the Fiscal Year ended June 30, 2019. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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. Solar Array – LTC: Mr. Hawkins and Dr. Gower reviewed information covered by a project management agreement for construction of a solar array at Lincoln Trail College. The structure is projected to include approximately 2,100 panels capable of producing 45% of the current power consumption of the college. The CEO recommended approval of the solar array project management agreement as presented in full in the agenda.

Board Action: Trustee John Brooks made a motion to approve the project management agreement for construction of a solar array at LTC as presented. 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, James Lane, Jan Ridgely. 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. Capital Development Board Project 810-044-015: IECC received notice from the Illinois Capital Development Board (CDB) that a release of funds had been authorized to the District. The total received will be \$225,000 and will be applied towards installing a transformer above ground at Wabash Valley College. The CDB has requested IECC complete a Trust Agreement for the local share of this project. The CEO recommended approval of the following Trust Agreement with First National Bank in Olney and authorization of the local funding for this project.

TRUST AGREEMENT

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

WITNESSETH

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

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

NOW THEREFORE, the parties do hereby agree:

1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with Bank funds totaling seventy-five thousand dollars (\$75,000).
2. That the funds so deposited with the Bank shall be described as the “contribution” and shall be held by the Bank in trust according to the terms of this agreement.
3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.
4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.
5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.
6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so directed shall be made payable only to: “The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund”.
7. That the BANK shall pay such funds within two (2) working days upon the receipt of the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.
8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A “safekeeping receipt” for such deposits shall be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term “securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois” means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated “A” or better by Moodys; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.

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

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

Board Action: Trustee Gary Carter made a motion to approve the Trust Agreement with First National Bank in Olney to authorize the local funding for the Capital Development Board Project 810-044-015. 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, James Lane, Jan Ridgely. 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-F. FY2019 Audit: CFO Ryan Hawkins reviewed the annual financial audit for fiscal year 2019, with comments by Trustees John Brooks and Jan Ridgely as members of the Audit Committee. The CEO recommended adoption of the following resolution to accept the audit and authorize the staff to forward the audit to the Illinois Community College Board.

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

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

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

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

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

By order of the Board of Trustees.

Board Action: Trustee John Brooks made a motion to adopt the foregoing resolution to approve the FY2019 annual financial audit as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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. Resolution Establishing Tax Levy Hearing: The Board annually adopts a resolution establishing the District's estimated tax levy. If the adoption of that resolution results in a greater than 5% increase in the proposed property tax levy over the previous year's extension (exclusive of bond and interest costs), a tax levy hearing must be held.

The resolution which follows would:

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

The CEO recommended approval of the following resolution:

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

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

Board Action: Trustee Al Henager made a motion to approve the Resolution Establishing Tax Levy Hearing as recommended. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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. 2019 Estimated Tax Levy Resolution: Mr. Hawkins reviewed the District's estimated tax levy for the year. Each year the Board of Trustees certifies the District's estimated tax levy for the year. The 2019 estimated tax levy resolution for taxes due and collectible in 2020 was recommended as follows:

The resolution establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, and unemployment and other insurance. The 2018 estimated tax levy resolution for taxes due and collectible in 2019 establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, and unemployment and other insurance. The CEO recommended approval of the following Estimated Tax Levy Resolution.

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

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

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

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

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

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

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

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

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

Section 1: The aggregate amount of taxes estimated to be levied for the year 2019, exclusive of bond and interest costs, is \$5,067,000.

Section 2: The aggregate amount of taxes estimated to be levied for the year 2019, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2018.

Section 3: The aggregate amount of taxes estimated to be levied for the year 2019 for debt service is a 1.3% increase over the taxes extended for debt service for 2018.

Section 4: Public notice shall be given in the following newspapers of general circulation in said district,

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 15th day of October 2019.

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

By: _____
Chairman

ATTEST:

Secretary

Board Action: Trustee James Lane made a motion to approve the 2019 Estimated Tax Levy 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, James Lane, Jan Ridgely. 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. Transfer of Property: TrustBank has requested to purchase property owned by the District and located near Olney Central College. This property, combined with an additional purchase of property from another party, would allow TrustBank to build a banking facility. The CEO recommended approval of the sale and transfer of the property fully described in the following offer to purchase.

**REAL ESTATE PURCHASE AGREEMENT
IECC**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. ESCROW OF EARNEST MONEY.

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

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

3.1 Limitation of Liability of Escrow Agent. The Escrow Agent may act upon any instrument or other writing it reasonably believes to be genuine and signed and presented under proper authority, and shall not be held liable in connection with any such action, except in the case of the Escrow Agent's willful default or gross negligence. Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless from all loss, liabilities, cost and expenses arising from its compliance with this Section 3, including, without limitation, reasonable attorneys' fees and court costs.

4. TITLE AND SURVEY REVIEW.

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

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

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

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

5. DUE DILIGENCE; BUYER'S INSPECTION PERIOD.

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

5.2 Inspection. Seller agrees that Buyer, its representatives and agents, will be permitted a period of forty five (45) days, from the date of execution of this agreement by both Buyer and Seller, within which to enter upon and inspect the Property and to conduct, at Buyer's expense, any and all feasibility, environmental, soil samples, or other studies, analyses or examinations of the Property as Buyer deems necessary or desirable, and to satisfy itself with regard to zoning and permitting issues, availability of utilities, and all other matters related to the Property and/or Buyer's development thereof. Upon notice to Seller, Buyer shall have the option to extend the Inspection Period for an additional 45-day period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.4 Possession. Possession of the Property.

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

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

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

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

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

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

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

12. DEFAULT AND REMEDIES.

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

12.2 Seller's Default - Buyer's Remedy. If Seller defaults in its performance hereunder (except as excused by Buyer's default) and fails to cure such default within 10 days after receipt of written demand

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

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

14. CASUALTY LOSS; EMINENT DOMAIN. All risk of loss by fire or other casualty in relation to the Property will be on Seller up to and including the date of Closing. If eminent domain proceedings are commenced with respect to any part of the Property prior to the date of Closing, or if Buyer is advised by any authority having eminent domain powers that a condemnation of any part of the Property is contemplated, then Buyer, at its option, may (i) terminate this Agreement, in which event the Earnest Money (along with any interest earned thereon) shall be returned to Buyer and the parties will be relieved of all obligations hereunder (except as otherwise expressly provided herein); or (ii) continue this Agreement in force, in which event any condemnation proceeds received by Seller shall be immediately paid over to Buyer (or escrowed with the Title Company for the account of Buyer, if prior to Closing), which obligation of Seller will survive the Closing.

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

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

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

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

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

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

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

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

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

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

Notice shall be deemed received on the earlier of (a) actual receipt, (b) 3 business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if by electronic transmittal, the day of transmission, provided that the transmission is completed no later than 5:00 p.m. CT on a business day and an original of the notice is simultaneously sent via overnight courier or U.S.

Mail. Any notice or communication not received because of a change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, will be deemed received, notwithstanding the same, as set forth above.

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

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

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

in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto. If the terms of this Agreement provide for performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

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

SELLER:

Illinois Eastern Community College
District #529

By: _____
Marilyn Holt, CEO

Date: _____

BUYER:

TrustBank, a corporation

By: _____
Dan Eichelberger, President

Date: _____

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

OFFER TO PURCHASE REAL ESTATE

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

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

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

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

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

Summary of Proposed Terms:

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

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

TrustBank

By: _____
Dan Eichelberger, President

Board Action: Trustee Brenda Culver made a motion to approve the authorization for transfer of property as recommended. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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. Memorandum of Understanding with WADI Head Start: The Wabash Area Development Corporation operates the Head Start/Early Head Start Program and has requested an MOU with the District and the WVC operated Small World Child Care Center dealing with Pre-Kindergarten children. The intent of the partnership is to provide early intervention and smooth the transition into school. The CEO recommended approval of the MOU with WADI as listed in full in the agenda.

Board Action: Trustee Al Henager made a motion to approve the MOU with Wabash Area Development Incorporated as presented. 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, James Lane, Jan Ridgely. 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. Athletic Training Contract with Wabash General Hospital – WVC: An athletic training contract between Wabash General Hospital and Wabash Valley College was presented for approval. The updated agreement will provide a full-time athletic trainer for WVC events at no cost. The CEO recommended approval of the agreement as listed in full in the agenda.

Board Action: Trustee Al Henager made a motion to approve the Athletic Training Agreement with Wabash General Hospital as presented. 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, James Lane, Jan Ridgely. 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-L. Affiliation Agreement with Market Street Medical: The CEO recommended approval of the affiliation agreement with Market Street Medical for the Medical Office Careers Programs at Olney Central College as listed in full in the agenda.

Board Action: Trustee Brenda Culver made a motion to approve an affiliation agreement with Market Street Medical as presented. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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” – CFO Ryan Hawkins reviewed the following Bid Committee report and recommended it be approved as presented.

TO: Board of Trustees

FROM: Bid Committee
DATE: October 15, 2019

RE: Gymnasium Video Board

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

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

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

Respectfully submitted,

Marilyn Holt
Renee Smith

Department: Wabash Valley College.

Source of Funds: Wabash Valley College Auxiliary.

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

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

Specifications for WVC Gymnasium Video Board

Minimum specifications include:

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

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

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

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

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

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

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

Additional items to be provided

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

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

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

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

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

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

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

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

Wired and Wireless Control Capability.

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

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

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

Unlimited remote training sessions post installation.

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

Redundant signals from LED controller to LED Video Board

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

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

Complete installation of system by vendor.

5 Year LED Warranty.

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

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

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

Board Action: Trustee Al Henager made a motion to approve the Bid Committee Report as presented. 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, James Lane, Jan Ridgely. 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 September 30, 2019.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for October 2019, totaling \$790,953.56, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for October 2019, 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, James Lane, Jan Ridgely. 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 – “Chief Executive Officer's Report” – None.

AGENDA #12 – “Executive Session” – The Board of Trustees went into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, and, under Section 2(c) (11) Litigation. Trustee Brenda Culver made a motion to go into closed session at 9:19 p.m.. The motion was seconded by Student Trustee Corey Hall 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, James Lane, Jan Ridgely. 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.

The closed session adjourned and reconvened in open public session after a motion was made by Trustee Brenda Culver and the motion was seconded by Trustee Gary Carter. A voice vote was taken and the Chair declared the “Ayes” have it, the closed meeting was adjourned and there being a quorum present, the Board of Trustees reconvened the regular open meeting for the transaction of business at 10:08 p.m.

(Note: Separate minutes have been prepared for the foregoing closed meeting.)

AGENDA #13 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, September 17, 2019.

AGENDA #14 – “Approval of Personnel Report” – Tara Buerster presented the following amended Personnel Report and the CEO recommended approval.

400.1. Employment of Personnel

A. Professional/Non-Faculty, Exempt

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

B. Classified

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

400.2. Change-in-Status

A. Classified

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

400.3. Resignation Ratification

A. Professional/Non-Faculty, Exempt

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

400.4. Retirement Ratification

A. Classified

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

Addendum to Personnel Report

400.5. Resignation Ratification

A. Classified

1. Meghan Lynch, TRIO/Upward Bound Counselor, DO, effective November 8, 2019

#14-A. Board Action to Addend Personnel Report: Trustee Brenda Culver made a motion to addend the Personnel Report, add an addendum for item 400.5. Student Trustee Corey Hall 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 Al Henager made a motion to approve the Amended Personnel Report 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, James Lane, Jan Ridgely. 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. Student Trustee Corey Hall 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 adopted, and the meeting was adjourned at 10:12 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Public Hearing 2019 Tax Levy

Agenda Item #4

Recognition of Visitors and Guests

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

Agenda Item #5

Public Comment

Agenda Item #6

Reports

- A. Trustees**
- B. Presidents**
- C. Cabinet**

Agenda Item #7

Policy First Reading (and Possible Approval)

Agenda Item #7A

Policy 500.5 Credit by Examination

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: November 19, 2019
RE: Revisions to Credit by Examination (500.5)

Language has been added to the District's Credit by Examination Policy to include awarding credit to students who achieve high GED scores. Based on recommendations for the ACE Credit program, the same program that backs CLEP and Advanced Placement (AP), students who score 175-200 on any test subject have demonstrated skills qualifying them for college credit.

Awarding credit for high GED scores may encourage students to stay enrolled in their GED classes, increase their levels of achievement, and they may be more likely to enroll in one of our academic programs.

Recommended IECC course equivalencies:

- GED Mathematical Reasoning – 175 or above on a scale of 100-200, 3 semester hours of lower division credit in mathematics: MTH 1201 Tech Math
- GED Reasoning Through Language Arts – 175 or above on a scale of 100-200, 1 semester hour of lower division credit in humanities: HUM 2198 Topics/Issues in the Humanities
- GED Science – 175 or above on a scale of 100-200, 3 semester hours of lower division credit in science: MUL 1198 Science in Society
- GED Social Studies – 175 or above on a scale of 100-200, 3 semester hours of lower division credit in social studies: SOC 2198 Topics/Issues in the Social Sciences

I recommend the Board waive the second reading and approve the revisions to Policy 500.5.

MH/rs

Attachment

Credit by Examination (500.5)

Date Adopted: December 19, 1989

Date Revised: April 20, 2015

Date Revised: November 19, 2019 (pending Board of Trustees approval)

Illinois Eastern Community Colleges ~~grant~~ utilizes credit ~~through proficiency by~~ examination to grant college credit. ~~The maximum amount of credit which a student may gain through proficiency examinations is 32 semester hours.~~ IECC may grant credit through proficiency examinations administered at an IECC test center, the College Entrance Examination Board's subject ~~test~~ test known as CLEP (College Level Examination Program), the International Baccalaureate program, and Advanced Placement (AP) or GED testing. The maximum amount of credit which a student may gain through proficiency examinations is 32 semester hours. Details regarding credit by examination will be outlined in the college catalog.

Agenda Item #7B

Policy 500.21 Student Military

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: November 19, 2019
RE: Revisions to Student Military Policy 500.21

The Department of Defense recently conducted a financial aid compliance review and recommended revisions to the Student Military Policy.

I recommend the Board waive the second reading and approve the revisions to Policy 500.21.

MH/rs

Attachment

Student Military Policy (500.21)

Date Adopted: October 16, 2001

Revised: October 18, 2005

Revised: December 8, 2015

Revised: June 20, 2017

Revised: February 20, 2018

Revised: November 19, 2019 (pending Board of Trustees approval)

Illinois Eastern Community Colleges (IECC) is committed to respectfully serving any prospective students in the military service (Army of the United States, United States Navy, the Marine Corps, the Air Force, the Coast Guard, and members of the State Militia). IECC will abstain from using high-pressure recruitment in order to secure the enrollment of a Service member. Rather, IECC will provide meaningful information and resources in order to ensure Service members are well-informed and free from coercion prior to registering in a program of study. Students planning to use Tuition Assistance (TA) benefits will not be enrolled until the individual's Service has approved TA.

Any ~~Illinois Eastern Community Colleges (IECC)~~ student in the military service, or a student who enlists in the military service (Army of the United States, United States Navy, the Marine Corps, the Air Force, the Coast Guard, and members of the State Militia), or a student who is a member of the National Guard or Reserves and has been ordered to active duty, and is unable to attend class for 7 or more days, shall receive a full refund of required tuition, fees, and other institutional charges. Withdrawal from courses shall not impact final grade point average or re-enrollment options. Students unable to process their enrollment for the upcoming term due to military service will have all late penalties or fees set aside. Any IECC student that is called to active military service shall be allowed to complete any unfinished courses at a later date at no additional charge, unless course credit has already been given or the student received a full refund upon withdrawing (in which case the student's record shall reflect that the withdrawal is due to active military service). The student must be given priority over other students who are reenrolling in the course or courses. To the extent that other policies conflict with section, this section shall supersede and be controlling of dealing with student enrollment in courses or programs.

Any IECC student who is Title IV eligible and withdraws because of being called to active duty, or has been otherwise impacted by the military mobilization, will not be required to repay an overpayment of grant funds based on the Return of Title IV Funds calculation. IECC must perform the Return of Title IV Funds calculations and/or Return of Unearned Tuition Assistance calculations that are required by the statute and regulations and will return funds ~~to one or more of the Title IV programs as calculated by the Return of Title IV Funds calculation.~~

As pursuant to the Federal Veterans Access, Choice and Accountability Act, all eligible veterans and their eligible dependents will be offered in-state tuition at public colleges and universities. Therefore, IECC will offer any veteran using federal veterans benefits in-district tuition rates.

Agenda Item #8

Policy Second Reading

None

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

Articulation Agreements with Eastern Illinois University

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: November 19, 2019
RE: Articulation Agreements between IECC and Eastern Illinois University

The proposed articulation agreements between Illinois Eastern Community Colleges and Eastern Illinois University facilitates transfer from IECC to EIU in the following programs:

IECC's Associate in Science and Arts with an Education focus to EIU's Early Childhood Education B.S.Ed.

IECC's Associate in Science and Arts with an Education focus to EIU's Elementary Education B.S.Ed.

IECC's Associate in Science and Arts with an Education focus to EIU's Middle Level Education B.S.Ed.
(with and without a Math Endorsement)

By this agreement, IECC and EIU are continuing a cooperative relationship to better serve our students with an effective and efficient transfer experience that will minimize duplication of instruction and build on community college and university learning experiences. These articulation agreements are an ongoing outcome of IECC's and EIU's shared interest and focus on articulation and outreach.

I recommend the Board's approval of these agreements.

MH/rs

Attachment

Articulation Agreement
Between
Eastern Illinois University
And
Illinois Eastern Community Colleges

Illinois Eastern Community Colleges (IECC) and the Board of Trustees of Eastern Illinois University (EIU) form a cooperative relationship through this articulation agreement to serve better our public constituents, to smooth transfer, to minimize duplication of instruction, and to build on community college and university learning experiences. Both institutions recognize that working together, their collective efforts are stronger than their individual efforts.

The two institutions agree to the following:

1. Any student who has completed a baccalaureate-oriented associate degree at IECC consistent with the Illinois Articulation Initiative (with the required 2.00 GPA) and submits required application and supporting documentation will automatically be admitted to EIU at the junior level and will be deemed to have met EIU's lower division general education requirement.
2. Acceptance into a specific EIU program is based on the individual transferring student meeting the conditions and considerations listed for that program. Specifically, students completing the **Education A.S.A.** at IECC will be admitted to the baccalaureate **Early Childhood Education B.S.Ed.** at EIU.
3. The courses listed in the attached prescribed IECC transfer guide has been reviewed and accepted for transfer to EIU.
4. Relationships between IECC and EIU faculty and administration are in the spirit of cooperation and provide the basis for this agreement
5. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect the nature of this agreement.
6. This agreement does not preclude either institution from making curriculum changes as it may solely deem appropriate in which case appropriate prior notice will be given to the operative academic personnel at the cooperating institution.
7. Appropriate publications and promotional materials regarding this agreement will be made available to all IECC students.
8. Either EIU or IECC may dissolve this agreement by giving one years' advance notice to the cooperating institution's president or academic vice president.
9. This agreement is effective with the **2019-2020** academic year and is subject to renewal quadrennially.

EASTERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY COLLEGE

David Glassman, President

Date

Marilyn Holt, CEO

Date

Jay Gatrell, Provost and
Vice President for Academic Affairs

Date

Holly Martin,
Chief Academic Officer

Date

Transfer Guide

Education (A.S.A.) to Early Childhood Education (B.S.Ed) Illinois Eastern Community Colleges and Eastern Illinois University

This is a suggested course pattern. Students must work with their advisor to develop a curriculum plan that meets their scheduling needs. Summer classes can also reduce the load during the fall and spring semesters.

FIRST YEAR

First Semester

ENG 1111 ¹ Composition I	3 (ENG 1001G)
HIS 2101 or 2102 US Hist I or II	3 (HIS 2010G or 2020G)
MTH 1121 Math for Elem Majors	4 (MAT 1420)
GEL 1110 or 1112 Geology	4 (GEO 1300G)
SPE 1101 ¹ Fund Effective Speak	3 (CMN 1310G)
	<hr/>
	17

Second Semester²

ENG 1121 ¹ Composition & Analysis	3 (ENG 1002G)
MTH 1122 ¹ Geometry Elem Majors	4 (MAT 2420G)
PLS 2101 Government of US	3 (PLS 1153G)
LIT from IAI Humanities Gen Ed	3 (ENG GEN ED)
LSC 1101 Gen Biology I	4 (BIO 1001G)
	<hr/>
	17

SUMMER TERM

HIS 2103 History of Illinois	3 (HIS 3810)
	<hr/>
	3

SECOND YEAR

First Semester³

CHM 1120 Introductory Chemistry	(CHM 1040G
or PHY 1110 Survey of Physics	4-5 or PHY 1052G/1053G)
EDU 2150 The Whole Child	3 (ELE 2050)
ECN 2101 Macroeconomics	3 (ECN 2801G)
EDU 1102 Basic Activities	3 (KSR 2400)
IAI ART/MUS/DRA Fine Arts	3 (FA Gen Ed)
	<hr/>
	16-17

Second Semester

EDU 1101 Cultural Diversity	3 (EDU 2555G)
EDU 1114 Exceptional Children	3 (SPE 2000)
EDU 2101 Technology Classroom	3 (EDU 2022)
EDU 2102 Art for Elem Teach	3 (ART 3440)
GEG 1102 ⁴ World Geography	3 (GEG 1200G)
IAI GECC Hum/Fine Arts ⁶	3 (HUM/FA GEN ED)
	<hr/>
	18

THIRD YEAR

First Semester

CDS 2200 Language Acquisition	3
ELE 1050 Intro Teach Elem	1
ELE 3225 Curriculum Methods	4
ENG 3405 Children's Literature	3
HPR 3000 Health for Teachers	2
SPE 3000 Except Learn Needs	3
	<hr/>
	16

Second Semester

ELE 3250 ⁵ Facilitating Learning	4
ELE 3281 ⁵ Developmental Reading	3
ELE 4775 ⁵ Language & Lang Arts	3
ENG 2901 or 3001 Adv Comp	3
MAT 3420 Math Pre K-6	2
MUS 3420 Music for Elem	2
	<hr/>
	17

SUMMER TERM

EIU 4xxx Senior Seminar	3
	<hr/>
	3

FOURTH YEAR

First Semester

ELE 4100 ⁵ Assessing Learning	3
ELE 4770 ⁵ Social Studies Methods	3
ELE 4280 ⁵ Content Area Reading	3
ELE 4880 ⁵ Diagn Read Instruct	3
ELE 4890 ⁵ CLD/ELL Learners	3
	<hr/>
	15

Student Teaching

STG 4000 ⁵ Practicum	1
STG 4001 ⁵ Student Teaching	12
	<hr/>
	13

Notes

¹ A "C" or better is required in English, Speech, Math, and all courses counted towards degree requirements in education.

² Take the ACT plus writing or SAT. Need ACT Plus Writing score of 22 (Writing score of 6) or SAT combined 1110 (Writing score of 26).

³ Apply to Eastern and have official transcripts sent from high school and college.

⁴ Meets the Cultural Diversity requirement.

⁵ Must be formally admitted to the College of Education. See EIU Undergraduate Catalog for requirements.

⁶ Required for IECC graduation.

Note- Foreign Language is a graduation Requirement. Two full years of high school foreign language with a "C", average or completion of the second semester of a college foreign language will satisfy this requirement.

Agreement is in effect from Fall 2019 - 2023. Departmental Contacts are Eastern Illinois University: Jeanne Okrasinski, jeokrasinski@eiu.edu, 217-581-5728 and Illinois Eastern Community Colleges: Holly Martin, martinh@iecc.edu, 618-879-9410 x5510 and Alyssa Maglone, maglonea@iecc.edu, 618-879-9443. Institutional Contacts Eastern Illinois University: Rita Pearson, ripearson@eiu.edu, 217-581-7663; and Illinois Eastern Community Colleges: Holly Martin, martinh@iecc.edu, 618-879-9410 x5510 and Alyssa Maglone, maglonea@iecc.edu, 618-879-9443.

Articulation Agreement
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And
Illinois Eastern Community Colleges

Illinois Eastern Community Colleges (IECC) and the Board of Trustees of Eastern Illinois University (EIU) form a cooperative relationship through this articulation agreement to serve better our public constituents, to smooth transfer, to minimize duplication of instruction, and to build on community college and university learning experiences. Both institutions recognize that working together, their collective efforts are stronger than their individual efforts.

The two institutions agree to the following:

10. Any student who has completed a baccalaureate-oriented associate degree at IECC consistent with the Illinois Articulation Initiative (with the required 2.00 GPA) and submits required application and supporting documentation will automatically be admitted to EIU at the junior level and will be deemed to have met EIU's lower division general education requirement.
11. Acceptance into a specific EIU program is based on the individual transferring student meeting the conditions and considerations listed for that program. Specifically, students completing the **Education A.S.A.** at IECC will be admitted to the baccalaureate **Elementary Education B.S.Ed.** at EIU.
12. The courses listed in the attached prescribed IECC transfer guide has been reviewed and accepted for transfer to EIU.
13. Relationships between IECC and EIU faculty and administration are in the spirit of cooperation and provide the basis for this agreement
14. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect the nature of this agreement.
15. This agreement does not preclude either institution from making curriculum changes as it may solely deem appropriate in which case appropriate prior notice will be given to the operative academic personnel at the cooperating institution.
16. Appropriate publications and promotional materials regarding this agreement will be made available to all IECC students.
17. Either EIU or IECC may dissolve this agreement by giving one years' advance notice to the cooperating institution's president or academic vice president.
18. This agreement is effective with the **2019-2020** academic year and is subject to renewal quadrennially.

EASTERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY COLLEGE

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Vice President for Academic Affairs

Date

Holly Martin,
Chief Academic Officer

Date

Transfer Guide

Education (A.S.A.) to Elementary Education (B.S.Ed)

Illinois Eastern Community Colleges and Eastern Illinois University

This is a suggested course pattern. Students must work with their advisor to develop a curriculum plan that meets their scheduling needs. Summer classes can also reduce the load during the fall and spring semesters.

FIRST YEAR

First Semester		Second Semester ²	
ENG 1111 ¹ Composition I	3 (ENG 1001G)	ENG 1121 ¹ Composition & Analysis	3 (ENG 1002G)
HIS 2101 or 2102 US Hist I or II	3 (HIS 2010G or 2020G)	MTH 1122 ¹ Geometry Elem Majors	4 (MAT 2420G)
MTH 1121 Math for Elem Majors	4 (MAT 1420)	PLS 2101 Government of US	3 (PLS 1153G)
GEL 1110 or 1112 Geology	4 (GEO 1300G)	IAI Humanities Gen Ed	3 (HUM GEN ED)
SPE 1101 ¹ Fund Effective Speak	3 (CMN 1310G)	LSC 1101 Gen Biology I	4 (BIO 1001G)
	17		17

SUMMER TERM

HIS 2103 History of Illinois	3 (HIS 3810)
<u>MTH 1102 College Algebra</u>	<u>3 (MAT 1271)</u>
	6

SECOND YEAR

First Semester ³		Second Semester	
EDU 1102 Basic Activities	3 (KSR 2400)	EDU 1101 Cultural Diversity	3 (EDU 2555G)
EDU 2150 The Whole Child	3 (ELE 2050)	EDU 1114 Exceptional Children	3 (SPE 2000)
PHY 1110 Survey of Physics	4 (PHY 1052G/1053G)	EDU 2101 Technology Classroom	3 (EDU 2022)
Social Behavioral Sci from list ⁶	3 (SB from List) ⁶	EDU 2102 Art for Elem Teach	3 (ART 3440)
<u>IAI ART/MUS/DRA Fine Arts</u>	<u>3 (FA Gen Ed)</u>	GEG 1102 ⁴ World Geography	3 (GEG 1200G)
	16	<u>IAI GECC Hum/Fine Arts⁷</u>	<u>3 (HUM/FA GEN ED)</u>
			18

SUMMER TERM

CHM 1120 ⁸ Intro Chemistry	5 (CHM 1040G)
<u>MTH 1131⁸ Intro Statistics</u>	<u>3 (MAT 2250G)</u>
	8

THIRD YEAR

First Semester		Second Semester	
ELE 1050 Intro Teach Elem	1	ELE 3100 ⁵ Instructional Strategies	4
ELE 3050 Diverse Contexts	2	ELE 3280 ⁵ Developmental Reading	3
ENG 2901 or 3001 Adv Comp	3	ELE 3340 ⁵ Social Studies	3
HPR 3000 Health for Teachers	2	ELE 3350 ⁵ Language Arts	3
MAT 3420 Math Pre K-6	2	<u>EIU 4xxx Senior Seminar</u>	<u>3</u>
<u>SPE 3000 Except Learn Needs</u>	<u>3</u>		16
	13		

FOURTH YEAR

First Semester		Second Semester	
ELE 3290 ⁵ Science Elem/Mid	3	STG 4000 ⁵ Practicum	1
ELE 4100 ⁵ Assess Student Learn	3	<u>STG 4001⁵ Student Teaching</u>	<u>12</u>
ELE 4280 ⁵ Content Area Reading	3		13
ELE 4880 ⁵ Diagnostic Read Instr	3		
<u>ELE 4890⁵ CLD/ELL Methods</u>	<u>3</u>		
	15		

Notes

- ¹ A "C" or better is required in English, Speech, Math, and all courses counted towards degree requirements in education.
- ² Take ACT plus writing or SAT. Need ACT Plus Writing score of 22 (Writing score of 6) or SAT combined 1110 (Writing score of 26).
- ³ Apply to Eastern and have official transcripts sent from high school and college.
- ⁴ Meets the Cultural Diversity requirement.
- ⁵ Must be formally admitted to the College of Education. See EIU Undergraduate Catalog for requirements.
- ⁶ Select from PSY 1101 (PSY 1879G), SOC 2102 (SOC 2750G), ANT 2101 or 2102 (ANT 2200G) or PLS 2106 (PLS 2253G)
- ⁷ Required for IECC graduation.
- ⁸ Consult your advisor for best scheduling options. Courses can be taken during regular term or may be taken at IECC in the summer between the third and fourth year at EIU.

Note- Foreign Language is a graduation Requirement. Two full years of high school foreign language with a "C" average or completion of the second semester of a college foreign language will satisfy this requirement.

Agreement is in effect from Fall 2019 - 2023. Departmental Contacts are **Eastern Illinois University: Jeanne Okrasinski, jeokrasinski@eiu.edu, 217-581-5728** and **Illinois Eastern Community Colleges: Holly Martin, martinh@iecc.edu, 618-879-9410 x5510**

and Alyssa Maglone, maglonea@iecc.edu, 618-879-9443. Institutional Contacts Eastern Illinois University: Rita Pearson, ripearson@eiu.edu, 217-581-7663; and Illinois Eastern Community Colleges: Holly Martin, martinh@iecc.edu, 618-879-9410 x5510 and Alyssa Maglone, maglonea@iecc.edu, 618-879-9443.

Articulation Agreement
Between
Eastern Illinois University
And

Illinois Eastern Community Colleges

Illinois Eastern Community Colleges (IECC) and the Board of Trustees of Eastern Illinois University (EIU) form a cooperative relationship through this articulation agreement to serve better our public constituents, to smooth transfer, to minimize duplication of instruction, and to build on community college and university learning experiences. Both institutions recognize that working together, their collective efforts are stronger than their individual efforts.

The two institutions agree to the following:

19. Any student who has completed a baccalaureate-oriented associate degree at IECC consistent with the Illinois Articulation Initiative (with the required 2.00 GPA) and submits required application and supporting documentation will automatically be admitted to EIU at the junior level and will be deemed to have met EIU's lower division general education requirement.
20. Acceptance into a specific EIU program is based on the individual transferring student meeting the conditions and considerations listed for that program. Specifically, students completing the **Education A.S.A.** at IECC will be admitted to the baccalaureate **Middle Level Education B.S.Ed.** at EIU.
21. The courses listed in the attached prescribed IECC transfer guide has been reviewed and accepted for transfer to EIU.
22. Relationships between IECC and EIU faculty and administration are in the spirit of cooperation and provide the basis for this agreement
23. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect the nature of this agreement.
24. This agreement does not preclude either institution from making curriculum changes as it may solely deem appropriate in which case appropriate prior notice will be given to the operative academic personnel at the cooperating institution.
25. Appropriate publications and promotional materials regarding this agreement will be made available to all IECC students.
26. Either EIU or IECC may dissolve this agreement by giving one years' advance notice to the cooperating institution's president or academic vice president.
27. This agreement is effective with the **2019-2020** academic year and is subject to renewal quadrennially.

EASTERN ILLINOIS UNIVERSITY

David Glassman, President

Date

Jay Gatrell, Provost and
Vice President for Academic Affairs

Date

ILLINOIS EASTERN COMMUNITY COLLEGE

Marilyn Holt, CEO

Date

Holly Martin,
Chief Academic Officer

Date

Transfer Guide

Education (A.S.A.) to Middle Level Education (B.S.Ed)

Illinois Eastern Community Colleges and Eastern Illinois University

This is a suggested course pattern. Students must work with their advisor to develop a curriculum plan that meets their scheduling needs. Summer classes can also reduce the load during the fall and spring semesters.

FIRST YEAR

First Semester	
ENG 1111 ¹ Composition I	3 (ENG 1001G)
HIS 2101 or 2102 US Hist I or II	3 (HIS 2010G or 2020G)
MTH 1121 Math for Elem Majors	4 (MAT 1420)
GEL 1110 or 1112 Geology	4 (GEO 1300G)
SPE 1101 ¹ Fund Effective Speak	3 (CMN 1310G)
	17

Second Semester²	
ENG 1121 ¹ Composition & Analysis	3 (ENG 1002G)
MTH 1122 ¹ Geometry Elem Majors	4 (MAT 2420G)
PLS 2101 Government of US	3 (PLS 1153G)
IAI Humanities Gen Ed	3 (HUM GEN ED)
LSC 1101 Gen Biology I	4 (BIO 1001G)
	17

SECOND YEAR

First Semester³	
CHM 1120 Intro Chemistry	5 (CHM 1040G)
EDU 2150 The Whole Child	3 (ELE 2050)
PHY 1110 Survey of Physics	4 (PHY 1052G/1053G)
Social Behavioral Sci from list ⁶	3 (SB from List) ⁶
IAI ART/MUS/DRA Fine Arts	3 (FA Gen Ed)
	18

Second Semester	
EDU 1101 Cultural Diversity	3 (EDU 2555G)
EDU 1114 Exceptional Children	3 (SPE 2000)
EDU 2101 Technology Classroom	3 (EDU 2022)
HIS 2103 History of Illinois	3 (HIS 3810)
GEG 1102 ⁴ World Geography	3 (GEG 1200G)
IAI GECC Hum/Fine Arts ⁷	3 (HUM/FA GEN ED)
	18

THIRD YEAR

First Semester	
ELE 1050 Intro Teach Elem	1
ELE 3050 Diverse Contexts	2
ENG 2901 Structure of English	3
ENG 3001 Advanced Composition	3
HPR 3000 Health for Teachers	2
SPE 3000 Except Learn Needs	3
Endorsement Elective ⁸	3
	17

Second Semester	
ELE 3280 ⁵ Developmental Reading	3
ELE 3350 ⁵ Language Arts	3
MLE 3110 ⁵ Curriculum and Instruct	3
MLE 40001 ⁵ Practicum	1
MLE 4760 ⁵ Social Emotional Dev	3
Endorsement Elective ⁸	3
	16

SUMMER TERM

EIU 4xxx Senior Seminar	3
	3

FOURTH YEAR

First Semester	
ELE 4880 ⁵ Diagnostic Read Instr	3
MLE 3150 ⁵ Interdisciplinary Teach	3
MLE 4100 ⁵ Assess Student Learning	3
MLE 4280 ⁵ Content Area Reading	3
Endorsement Elective ⁸	3
	15

Second Semester	
STG 4000 ⁵ Practicum	1
STG 4001 ⁵ Student Teaching	12
	13

Notes

- ¹ A "C" or better is required in English, Speech, Math, and all courses counted towards degree requirements in education.
- ² Take ACT plus writing or SAT. Need ACT Plus Writing score of 22 (Writing score of 6) or SAT combined 1110 (Writing score of 26).
- ³ Apply to Eastern and have official transcripts sent from high school and college.
- ⁴ Meets the Cultural Diversity requirement.
- ⁵ Must be formally admitted to the College of Education. See EIU Undergraduate Catalog for requirements.
- ⁶ Select from PSY 1101 (PSY 1879G), SOC 2102 (SOC 2750G), ANT 2101 or 2102 (ANT 2200G) or PLS 2106 (PLS 2253G)
- ⁷ Required for IECC graduation.
- ⁸ May choose from Social Sciences (ELE 3340, HIS 2010G or 2020G, and ECN 2800G or 2801G or 2802G), General Sciences (ELE 3290, GEO 2450G and PHY 1055G/1056G) or Math. An endorsement in Math may require additional course work for prerequisites and criteria*.

*Math endorsement requires MAT 1271 (may transfer IECC's MTH 1102), MAT 2620 or 2250G (may transfer IECC's MTH 1131), MAT 3620, MAT 3811, MAT 3812 and MAT 3813). It is recommended the Algebra, MTH 1102 and the Statistics, MTH 1131 be taken at IECC prior to transfer.

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Transfer Guide

Education (A.S.A.) to Middle Level Education w/Math Endorsement (B.S.Ed)

Illinois Eastern Community Colleges and Eastern Illinois University

This is a suggested course pattern. Students must work with their advisor to develop a curriculum plan that meets their scheduling needs. Summer classes can also reduce the load during the fall and spring semesters.

FIRST YEAR

First Semester

ENG 1111 ¹ Composition I	3 (ENG 1001G)
HIS 2101 or 2102 US Hist I or II	3 (HIS 2010G or 2020G)
MTH 1121 Math for Elem Majors	4 (MAT 1420)
GEL 1110 or 1112 Geology	4 (GEO 1300G)
<u>SPE 1101¹ Fund Effective Speak</u>	<u>3 (CMN 1310G)</u>
	17

Second Semester²

ENG 1121 ¹ Composition & Analysis	3 (ENG 1002G)
MTH 1122 ¹ Geometry Elem Majors	4 (MAT 2420G)
PLS 2101 Government of US	3 (PLS 1153G)
IAI Humanities Gen Ed	3 (HUM GEN ED)
<u>LSC 1101 Gen Biology I</u>	<u>4 (BIO 1001G)</u>
	17

SUMMER TERM

<u>MTH 1102 College Algebra</u>	<u>3 (MAT 1271)</u>
	3

SECOND YEAR

First Semester³

CHM 1120 Intro Chemistry	5 (CHM 1040G)
EDU 2150 The Whole Child	3 (ELE 2050)
PHY 1110 Survey of Physics	4 (PHY 1052G/1053G)
Social Behavioral Sci from list ⁶	3 (SB from List) ⁶
<u>IAI ART/MUS/DRA Fine Arts</u>	<u>3 (FA Gen Ed)</u>
	18

Second Semester

EDU 1101 Cultural Diversity	3 (EDU 2555G)
EDU 1114 Exceptional Children	3 (SPE 2000)
EDU 2101 Technology Classroom	3 (EDU 2022)
HIS 2103 History of Illinois	3 (HIS 3810)
GEG 1102 ⁴ World Geography	3 (GEG 1200G)
<u>IAI GECC Hum/Fine Arts⁷</u>	<u>3 (HUM/FA GEN ED)</u>
	18

SUMMER TERM

<u>MTH 1131 Elementary Statistics</u>	<u>3 (MAT 2250G)</u>
	3

THIRD YEAR

First Semester

ELE 1050 Intro Teach Elem	1
ELE 3050 Diverse Contexts	2
ENG 2901 Structure of English	3
ENG 3001 Advanced Composition	3
HPR 3000 Health for Teachers	2
SPE 3000 Except Learn Needs	3
<u>MAT 3620 Teaching MLE Math</u>	<u>3</u>
	17

Second Semester

ELE 3280 ⁵ Developmental Reading	3
ELE 3350 ⁵ Language Arts	3
MLE 3110 ⁵ Curriculum and Instruct	3
MLE 4000 ¹ Practicum	1
MLE 4760 ⁵ Social Emotional Dev	3
<u>MAT 3812 Concepts of Algebra MLE</u>	<u>3</u>
	16

SUMMER TERM

<u>EIU 4xxx Senior Seminar</u>	<u>3</u>
	3

FOURTH YEAR

First Semester

ELE 4880 ⁵ Diagnostic Read Instr	3
MLE 3150 ⁵ Interdisciplinary Teach	3
MLE 4100 ⁵ Assess Student Learning	3
MLE 4280 ⁵ Content Area Reading	3
MAT 3811 Rationale Numbers MLE	3
<u>MAT 3813 Concepts of Calculus MLE</u>	<u>3</u>
	18

Second Semester

STG 4000 ⁵ Practicum	1
<u>STG 4001⁵ Student Teaching</u>	<u>12</u>
	13

Notes

- ¹ A "C" or better is required in English, Speech, Math, and all courses counted towards degree requirements in education.
- ² Take ACT plus writing or SAT. Need ACT Plus Writing score of 22 (Writing score of 6) or SAT combined 1110 (Writing score of 26).
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Agenda Item #9B

Affiliation Agreement with Sparta Hospital – Workforce Education

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: November 19, 2019
RE: Affiliation Agreement with Sparta Hospital – Workforce Education

Workforce Development has used Sparta Community Hospital for clinical experiences for the Emergency Medical Technician portion of the coal mining training for the past many years. As with other clinical sites, Sparta Community Hospital is now asking for an Affiliation Agreement. I have met with President Mance from Southwestern Illinois Community College in Belleville and have made him aware of the agreement.

It is my recommendation that the Board of Trustees approve the Affiliation Agreement with Sparta Community Hospital.

MH/rs

Attachment

**Illinois Eastern Community College District
and
Sparta Community Hospital**

AFFILIATION AGREEMENT

THIS AGREEMENT is entered into on _____ by and between **Sparta Community Hospital District (“Facility”)** and **Illinois Eastern Community Colleges (“School”)**.

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences as listed in Exhibit B.

WHEREAS, the School desires that students, and when appropriate faculty members, be permitted to visit and utilize the premises of Facility to afford such students the opportunity to have practical learning and clinical experience at Facility.

WHEREAS, the Facility recognizes the need for and desires to aid in the educational development of students, and is an operating facility for the provision of health care services to its patients/clients, and is willing to permit School’s students and faculty to participate in the provision of those services at its premises to the extent that it is reasonable, proper and professionally acceptable for them to do so.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the School and the Facility, the parties do hereby understand and agreed as follows:

A. TERMS OF AGREEMENT:

- 1. Effective Date:** This agreement shall become effective upon execution by School and Facility, and continue until terminated in writing by the parties. However, this Agreement is subject to periodic review, and at that time both parties shall evaluate the Agreement and discuss any related problems, and make appropriate revisions in this Agreement.
- 2. Notice of Change:** The Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto.
- 3. Notice of Termination:** This Agreement may be terminated by either party at any time upon not less than thirty (30) days prior written notice to the other party; provided that any student from School who is currently participating in the practical learning and clinical experience as listed in Exhibit B when notice of termination is given will be permitted to complete his or her training as previously scheduled at Facility.
- 4. Immediate Termination:** This Agreement shall be terminated immediately, and students withdrawn from Facility if either party’s certification of license to operate or accreditation is repealed by licensing or accrediting body.
- 5. Headings:** The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of the Agreement.

6. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

7. No Third-Party Beneficiaries. This Agreement shall insure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8. Non-Exclusivity. Each party shall have the right to enter into similar Agreements with other parties.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

B. SCHOOL RESPONSIBILITIES:

1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the practical learning and clinical educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.

2. Qualifications of School faculty. The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.

3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by email, letter or telephone in other instances.

(a) The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. Provision of student information. The School shall provide Facility with student information including emergency contact.

5. Compliance with patient privacy and patient rights laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy and patient rights laws, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or

utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

6. Evidence of certifications, trainings, vaccinations, etc. As required by the facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, proof of tdap vaccination, vaccination or immunity to MMR, Varicella, Hepatitis B, annual flu vaccination, proof of absence of TB, and OSHA and HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

7. Compliance with background check and drug screen. School will maintain documentation and furnish Facility proof, upon request, of criminal background checks, government registry checks and urine drug screening conducted prior to any clinical rotation. Provided student remains continuously enrolled, the criminal background check, government registry checks and drug screens will at a minimum be conducted once prior to the student beginning his or her clinical experience.

- (a) Criminal Background Checks are conducted for Illinois, Missouri and every state the student has resided or worked since the age of 18 years. Students with disqualifying convictions identified on the Illinois Department of Public Health website www.idph.state.il.us/nar/disconvition.htm are required to submit to School a waiver from IDPH for disqualifying conviction(s) or will be dismissed from the program. All other positive findings are disclosed to Facilities without student identifiers. Facilities are responsible for notifying School within 2 weeks of receipt to indicate if offense cannot be waived for direct patient contact. Convictions which cannot be waived will result in student dismissal from the program.
- (b) Government Registry Search is conducted for all students accepted into the Health Science programs. Registries search includes: Nationwide Sex Offender Index, Missouri Department of Health and Senior Services, Division of Family Services, and the Office of the Inspector General. Additional registries are reviewed per the request of the clinical facilities. These include the Missouri Department of Health and Senior Services Employee Disqualification List and the Department of Mental Health Employee Disqualification Registry. Students with positive government registry search results are dismissed from the program.
- (c) Urine drug test is conducted that screens for the presence of amphetamines, barbiturates, benzodiazepine, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, and propoxyphene. Oxycodone is also screened for Nursing and Radiology programs. Positive findings are confirmed by a reference lab and forwarded to a Medical Review Officer when necessary. The student must be negative for drugs or have a valid physician's prescription prior to participating in any patient care activities.

8. School notices to students. The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Conform to the standards and practices established by the School while functioning at the Facility.
- (b) Follow the administrative policies, standards, and practices of the Facility.
- (c) Provide proof of required certifications, trainings, vaccinations, background checks, screenings and student health insurance.

- (d) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.
- (e) Provide his/her own transportation and living arrangements.
- (f) Report to the Facility on time and follow all established regulations of the Facility.
- (g) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (h) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
- (i) Act as a student/trainee; acknowledging that he or she is not considered an employee of Facility or School and are not entitled to monetary compensation or employee benefits, including worker's compensation benefits.
- (j) Wear a nametag, which identifies status as a student and abide by dress code of Facility.
- (k) Identify self as student prior to patient/client interactions and ensure that patient is aware of their right to refuse treatment rendered by a student.
- (l) Refer to supervisory clinical instructor or other approved administrator of Facility or School, as needed.

9. Issuance of Grade for Clinical Experience: The School faculty hold the sole responsibility for determination and issuance of course grade for clinical experience.

10. Granting of Course Credit: The School will determine eligibility for and, if appropriate, grant course credit and confer degree to students successfully completing the program.

11. Accreditation. As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

C. FACILITY RESPONSIBILITIES:

1. Provision of facilities for supervised clinical experiences. Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide students with an orientation to Facility, including HIPAA training.

2. Qualifications of supervising personnel. The Facility shall ensure appropriate professional and academic credentials of individual staff members supervising students. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

3. Designation of liaison to School; responsible for communications and clinical oversight. The Facility shall designate a liaison responsible for coordinating the practical learning and clinical

educational experience. That person shall maintain contact with the School's designated liaison to assure mutual participation in and surveillance of the practical learning and clinical educational experience.

- (a) The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the School.
- (b) Facility will provide timely, regular constructive and cumulative feedback regarding student performance to the student and School as agreed upon and submit any required written documentation regarding student performance. Preferred that feedback is a product of individual(s) who provided direct supervision.
- (c) Provide variety of learning experiences which assist the student in meeting educational objectives when/if available at the clinical site.

4. Provision of facility rules applicable to students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility. Facility is responsible for providing student with said policies, standards, and practices.

5. Compliance with student privacy and applicable laws. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

6. Responsibility for Patient/Client care. While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

7. Responsibility for supervision of student. Where applicable, the Facility is responsible for providing supervision of students and maintaining a sufficient level of staff support to carry out normal service functions so that students will not be performing in lieu of staff. In addition, Facility will meet and abide by any applicable state and federal regulations.

- (a) In the case of nursing students, the School is responsible for providing necessary supervision of students.

8. Emergency treatment of students. Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment. Facility will notify school as soon as possible to report incident/occurrence to program representative.

9. School visitation of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit visitation of its clinical facilities and available services and other items pertaining to practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

10. Facility notices to students. The Facility shall notify each student prior to his/her arrival at the Facility of any additional requirements not represented in information received by School. Facility shall also provide students with necessary orientation information which may include, but are not limited to, where to report to on first day, parking information, dining options, supervisor name(s) and contact information, hours of operation, and facility dress code.

D. MUTUAL RESPONSIBILITIES

- 1. Determination of instructional period.** The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
- 2. Determination of number of participating students.** The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
- 3. Evaluation of students' clinical experiences.** Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.
- 4. Removal of students.**
 - (a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.
 - (b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

The Facility may immediately remove, or request the removal of, any student from the Facility's premises who, in the Facility's sole discretion, is not acting in the best interest of patient care. Suspension or removal of any student from the Educational Program will be carried out in accordance with the following process:

- (i) If the Facility deems a student's performance to be unsatisfactory and detrimental to the Facility's health care responsibilities, the Facility

may temporarily suspend the student from participation in the Educational Program by written notice to the student and the School;

(ii) The Facility, the School and the student will confer as soon as feasible following such temporary suspension to discuss reasons for the suspension and the possibility of the student's continuation in the Educational Program;

(iii) If the Facility determines that the student's continuation in the Educational Program would be detrimental to the Facility's health care responsibilities, the School will withdraw such student from the Facility upon receiving written reasons from the Facility for such determination; and

(iv) If the Facility determines that the student can continue in the Educational Program, then the Facility will provide makeup time for the student equal to the period the student was suspended.

5. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

E. Insurance

1. Student professional and general liability insurance. The School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(a) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(b) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

2. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the

aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

3. Student Health Insurance. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

F. Mutual Indemnification

1. School Indemnifies Facility. School agrees to indemnify Facility from all loss, expense or damage arising out of claims or suits relating to the sole negligent acts or omissions of School, its officers, agents, employees, students or faculty members, while said School officers, agents, employees, students or faculty members are engaged in the performance of their duties on the premises of the clinical facilities.

(a) Nothing contained herein shall require School to indemnify Facility for alleged negligent acts or omissions of Facility, its officer, agents or employees, nor shall any provision contained herein abrogate the right of School to seek protection of any state or federal law providing for the apportionment of damage or loss between joint or concurrent tort feasons, and School shall be entitled to recover its reasonable attorneys' fees incurred in the defense of any action against it rising out of the negligent acts or omissions of Facility officers, agents, or employees.

2. Facility Indemnifies School. Facility agrees to indemnify School from all loss, expense or damage arising out of claims or suits relating to the sole negligent acts or omissions of Facility, its officers, agents, employees, students or faculty members, while Facility officers, agents, employees, students or faculty members are engaged in the performance of their duties.

(a) Nothing contained herein shall require Facility to indemnify School for alleged negligent acts or omissions of School, its officers, agents or employees, nor shall any provision contained herein abrogate the right of Facility to seek the protection of any state or federal law providing for the apportionment of damage or loss between joint or concurrent tort feasons, and Facility shall be entitled to recover its reasonable attorneys' fees incurred in the defense of any action against it arising out of the negligent acts or omissions of School officers, agents, or employees.

G. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Name: Sparta Community Hospital District

Address: 818 East Broadway
Sparta IL 62286
Attention: Darla Ederer
Phone: 618-443-1406
Fax: 618-443-1349
Email: ederer.darla@spartahospital.com

If to the School:

Name: Illinois Eastern Community Colleges
Address: 233 E. Chestnut
Olney, IL 62450
Attention: Michael Thomas
Telephone: 618-985-2828 x8372
Email: thomasm@iecc.edu

Program in: All Programs listed in Exhibit B

H. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

Sparta Community Hospital District
Parent Organization (if applicable) and/or Facility Name

Signature

Joann Emge, CEO
Printed: Facility Signatory's Name

Chief Executive Officer
Title of the above Facility Representative

Date

And

Illinois Eastern Community Colleges
School Name

School Signature

Printed: School Signatory's Name

Title of the above School Representative

Date

EXHIBIT A

NAME/LOCATION OF FACILITY SITES

All applicable sites

**Sparta Hospital
818 East Broadway
Sparta, IL 62286**

EXHIBIT B

NAMES OF PROGRAMS

Associate/Bachelor/Master Degree Programs and Certificates

Vocational Skills and Technical Occupations

Vocational Skills and Health

Agenda Item #9C

IECC 403(b) Plan First Amendment

MEMORANDUM

TO: Board of Trustees

DATE: November 19, 2019

FROM: Marilyn Holt

RE: IECC 403(b) Plan First Amendment

Since 2009, the District has administered the IECC 403(b) Plan as a supplemental retirement option available to full and part-time employees meeting the participation requirements. Since its inception, the Plan has only allowed for traditional pre-tax contributions. This amendment to the Plan would allow employees to elect ROTH deferrals. ROTH contributions will provide another level of investment options to consider for all employees participating in the Plan.

I ask the Board's approval of the First Amendment to the Plan to be effective January 1, 2020.

MH/akb

Agenda Item #9D

Certification of Tax Levy for Calendar Year 2019

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: November 19, 2019
RE: Certification of Tax Levy for Calendar Year 2019

The Board must certify IECC's tax levies for calendar year 2019. The Certificate of Tax Levy is attached for your review. Prior years' information is also presented for comparison purposes.

In addition to the education and building fund, this certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for the outstanding bond issue and tort liability, workmen's compensation, audit, unemployment, Medicare and other insurance.

The tax rate for calendar year 2019 is estimated at 43.65 cents per \$100 in equalized assessed valuation.

I recommend that the Certificate of Tax Levy for calendar year 2019 be approved as presented.

MH/akb

Attachments

CERTIFICATE OF TAX LEVY

Richland, Clark, Clay, Crawford, Cumberland,
Community College District No. 529 County(ies) Edwards, Hamilton, Jasper, Lawrence, Wayne, Wabash & White
Community College District Name Illinois Eastern Community Colleges District #529 and State of Illinois

We hereby certify that we require:

- the sum of \$ 2,925,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and
the sum of \$ 1,270,000 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and
the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and
the sum of \$ 500,000 to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and
the sum of \$ 255,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and
the sum of \$ 82,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and
the sum of \$ 0 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and
the sum of \$ 35,000 to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2019.

Signed this 19th day of November, 2019.

Chairman of the Board of Said Community College District
Secretary of the Board of Said Community College District

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full 1

This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

(Detach and return to Community College District)

This is to certify that the Certificate of Tax Levy for Community College District No. County(ies) of and State of Illinois on the equalized assessed value of all taxable property of said community college district for the year 20 was filed in the office of the County Clerk of this county on , 20.

In addition to an extension of taxes authorized by levies made by the board of said community college district and additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total amount, as approved in the original resolution(s), for said purpose for the year 20 is \$.

Date County Clerk and County

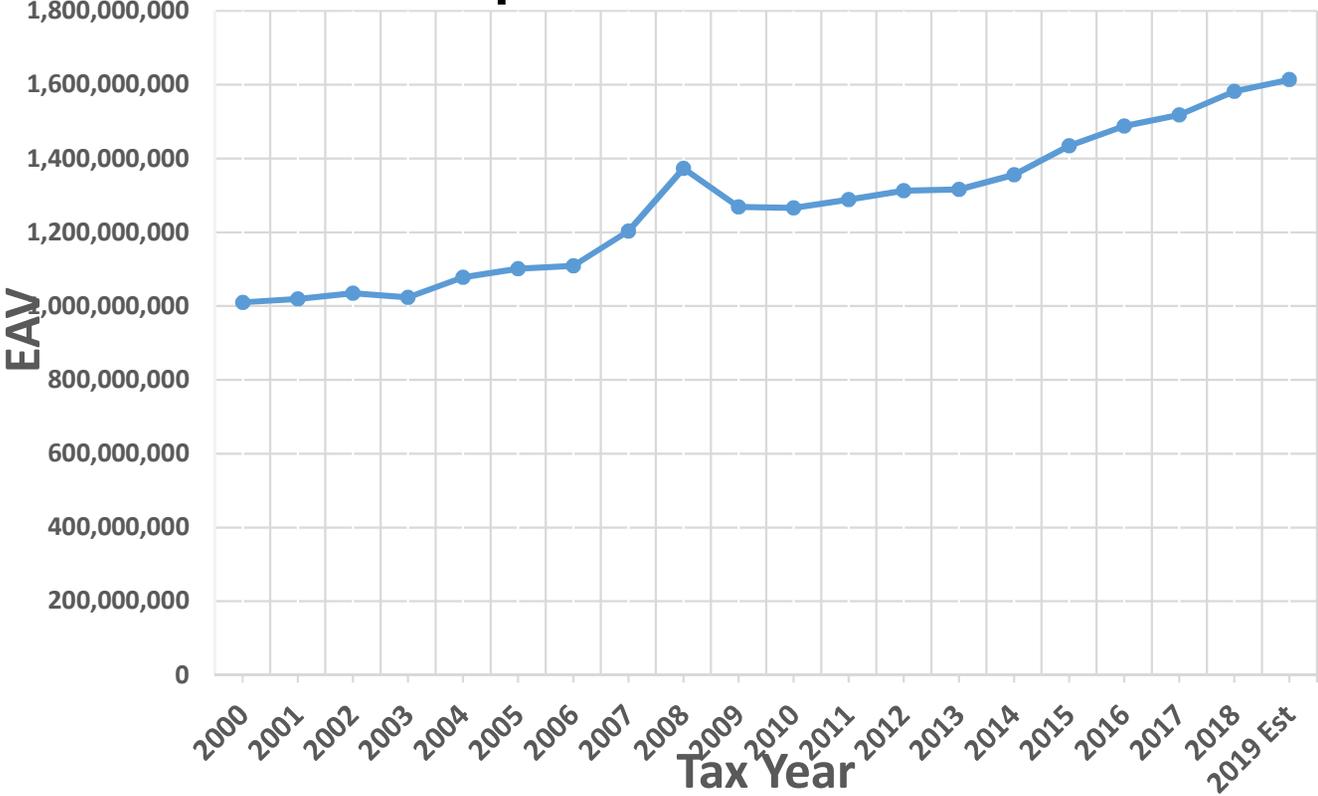
**Illinois Eastern Community Colleges
Tax Levy History**

It is necessary to certify our tax levies for tax year 2019. This information and that of prior years is presented below to assist in evaluating next year's levy.

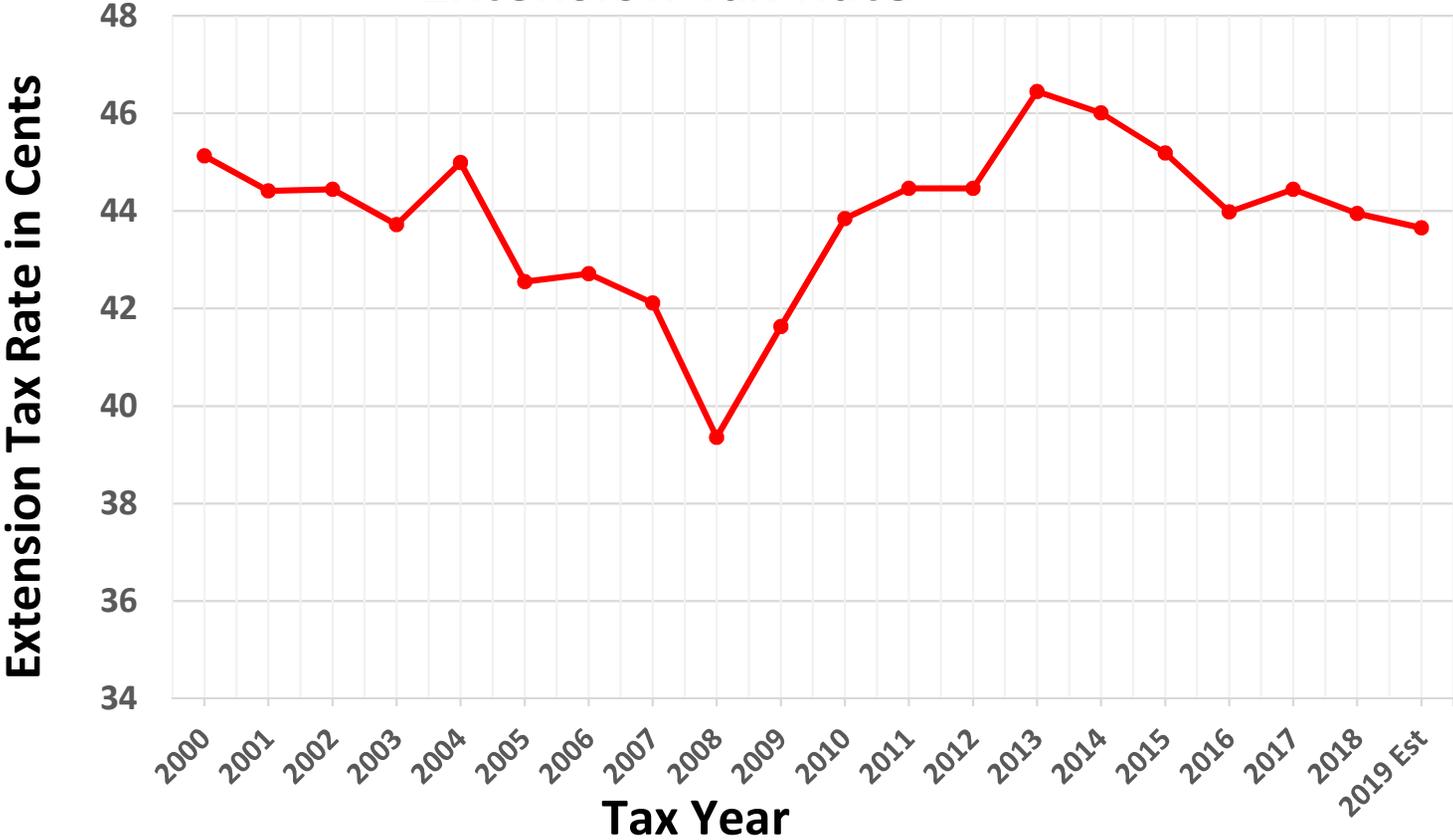
TAX YEAR	ACTUAL EAV	EDUCATIONAL LEVY	BUILDING LEVY	OPERATING LEVY	OPERATING TAX EXTENSION	ACTUAL EXTENSION TAX RATE	
2000	1,010,227,912	1,837,500	787,500	2,625,000	2,525,570	45.13	
2001	1,019,727,226	1,925,000	825,000	2,750,000	2,549,318	44.41	
2002	1,034,733,922	1,925,000	825,000	2,750,000	2,586,835	44.44	
2003	1,023,487,154	1,925,000	825,000	2,750,000	2,558,718	43.72	
2004	1,077,939,382	1,925,000	825,000	2,750,000	2,694,848	44.99	
2005	1,101,476,437	2,100,000	900,000	3,000,000	2,753,691	42.55	
2006	1,109,341,717	2,135,000	915,000	3,050,000	2,773,354	42.71	
2007	1,203,320,686	2,450,000	1,050,000	3,500,000	3,008,302	42.11	
2008	1,373,502,477	2,135,000	915,000	3,050,000	3,019,810	39.36	
2009	1,268,645,929	2,450,000	1,050,000	3,500,000	3,171,615	41.63	
2010	1,266,328,720	2,450,000	1,050,000	3,500,000	3,165,822	43.84	
2011	1,289,013,277	2,450,000	1,050,000	3,500,000	3,202,552	44.46	
2012	1,313,132,171	2,353,750	1,008,750	3,362,500	3,263,408	44.46	
2013	1,316,174,679	2,450,000	1,050,000	3,500,000	3,287,696	46.45	
2014	1,355,971,691	2,450,000	1,050,000	3,500,000	3,389,930	46.01	
2015	1,434,729,746	2,450,000	1,050,000	3,500,000	3,535,634	45.19	
2016	1,487,918,606	2,625,000	1,125,000	3,750,000	3,683,392	43.98	
2017	1,518,650,175	2,712,500	1,162,500	3,875,000	3,793,344	44.44	
2018	1,582,255,359	2,825,000	1,226,500	4,051,500	3,955,636	43.95	
					43.89	Average	
Estimated:							
2019	1,613,648,333	2,925,000	1,270,000	4,195,000	4,034,121	43.65	(Estimated)

In addition to the Educational and Building Fund, our certificate of tax levy will carry the statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, for insurance purposes: (tort liability, Medicare, worker's compensation and unemployment), and for financial audit purposes.

Equalized Assessed



Extension Tax Rate



Agenda Item #9E

Certification of Tax Levy for Calendar Year 2019

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: November 19, 2019

RE: Certificate of Compliance with the Truth in Taxation Law

At the October 15th Board meeting, the Board approved the District's estimated aggregate tax levy and required that notice of the District's levy be placed in District newspapers and that a hearing be conducted on the levy pursuant to the Truth in Taxation Law which requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the District.

Since the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended upon the levy of the preceding year, public notice was given and a public hearing was held on the District's intent to adopt a tax levy in an amount which is more than 105% of such extension for the preceding year.

The Board estimated the aggregate amount of taxes to be levied for the year 2019 is \$5,067,000 and that the aggregate amount of taxes estimated to be levied for the year 2019 did exceed 105% of the taxes actually extended by the district in the year 2018. Public notice was placed in the following newspapers of general circulation in District,

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

The notice was published not more than 14 days nor less than 7 days prior to the hearing. A public hearing was held in the manner and time described in the notice.

I ask the Board's approval of the attached Truth in Taxation Certificate of Compliance.

MH/rs

**TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE**

I, the undersigned, hereby certify that I am the presiding officer of Illinois Eastern Community College District No. 529 and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions Sections 18-60 through 18-85 of the "Truth in Taxation" Law.

CHECK ONE OF THE CHOICES BELOW:

The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law, and a copy of the ad is attached.

The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, notice and a hearing were not necessary.

The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.

The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

This certificate applies to the 2019 levy.

Date: _____

Presiding Officer: _____
(Signature)

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

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

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

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

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

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

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

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

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

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

ADOPTED this 15th day of October 2019.

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

By: _____ G. Andrew Fischer
Chairman

ATTEST:

Renee Smith
Secretary

Agenda Item #9F

GASB Designation of Tax Levy Year

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Hawkins

DATE: November 19, 2019

RE: GASB Designation of Tax Levy Year

Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District's tax levy is to be recognized as income. Currently, the District levies and extends taxes based upon a calendar year. The calendar year overlaps the District's school year and the District's fiscal year.

The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2019 will be collected late in calendar year 2020 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2021 (July 1, 2020 – June 30, 2021).

I ask the Board's adoption of this resolution.

RH/akb

Attachment

RESOLUTION SETTING FORTH TAX LEVIES FOR 2019

Be it resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2019 concerning tax levies and extensions

Be it further resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the sum of Two Million Nine Hundred Twenty-Five Thousand Dollars (\$2,925,000) be levied as a tax for Educational purposes; and the sum of One Million Two Hundred Seventy-Thousand Dollars (\$1,270,000) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Fifty-Five Thousand Dollars (\$255,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty-Two Thousand Dollars (\$82,000) be levied as a special tax for Financial Audit purposes; and the sum of Five Hundred Thousand Dollars (\$500,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of Thirty-Five Thousand Dollars (\$35,000) be levied as a special tax for Worker’s Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2019 to be collected in the year 2020; and that the income from the levy for the year 2020 be allocated 100% for Fiscal Year 2021.

Adopted this 19th day of November, A.D. 2019.

AYES: _____

NAYS: _____

ABSENT: _____

Chairman, Board of Trustees Date
Illinois Eastern Community College District #529

ATTEST:

Secretary, Board of Trustees Date
Illinois Eastern Community College District #529

Agenda Item #9G

Articulation Agreement with Franklin University

MEMORANDUM

To: Board of Trustees
From: Marilyn Holt
Date: November 19, 2019
RE: Articulation Agreement with Franklin University

In October, the Board of Trustees approved an Articulation Agreement between Illinois Eastern Community Colleges and Franklin University. Franklin University has now requested slight revisions to the agreement. The revised agreement includes the addition of Cooperative Marketing of the program as well as minor word changes that improve the document.

I recommend the approval of the Articulation Agreement between Illinois Eastern Community Colleges and Franklin University.

MH/rs

Attachment

Articulation Agreement

Illinois Eastern Community Colleges and Franklin University

The purpose of this document is to establish a 3+1 and/or 2+2 articulation agreement between Illinois Eastern Community Colleges and Franklin University. Subject to Illinois Eastern Community Colleges' compliance with the requirements set forth herein, this agreement guarantees admission to Franklin University, transferability of credits, and a seamless transition for Illinois Eastern Community Colleges graduates seeking a baccalaureate degree.

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

TRANSFER

Upon application, Franklin University will guarantee acceptance of all Illinois Eastern Community Colleges graduates with an Associate degree. Transfer students from Illinois Eastern Community Colleges, upon acceptance, may have junior standing at Franklin University.

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

Illinois Eastern Community Colleges programs and courses will be identified that will effectively transfer to Franklin University and prepare Illinois Eastern Community Colleges students for success in the Franklin University programs.

FINANCIAL AID CONSORTIUM

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

COOPERATIVE MARKETING

Illinois Eastern Community Colleges and Franklin University agree to cooperate in communicating transfer opportunity benefits about this partnership agreement through the following methods.

Franklin University agrees to provide:

- Community College Alliance Faculty/Staff Tuition Discount for Undergraduate, Graduate, and Doctorate programs for full/part-time permanent employees of Illinois Eastern Community Colleges.
 - Benefit also includes first Undergraduate course for free and free faculty development courses for Illinois Eastern Community Colleges faculty and staff.

- Co-branded marketing as opportunities are available, including digital and offline (dependent upon market).
- A co-branded partner specific landing page available to link from Illinois Eastern Community Colleges's website.

Illinois Eastern Community Colleges agrees to provide:

- Presence / link on Illinois Eastern Community Colleges's website transfer partner page
- Graduation List
- Presence/link on Illinois Eastern Community Colleges's online learning community
- Presence/link/literature within Illinois Eastern Community Colleges's employee benefits intranet page/packages to promote Franklin's Community College Alliance Faculty/Staff Tuition Discount

All co-branded marketing promoting the 3+1 partnership will be approved in advance by Illinois Eastern Community Colleges and Franklin University prior to distribution/production. Franklin University will cover all production costs promoting the 3+1 transfer partnership.

PRIVACY AND DATA SECURITY

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

INDEMNIFICATION

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

JURISDICTION AND VENUE

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

TERM

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

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

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

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

ILLINOIS EASTERN COMMUNITY COLLEGES

FRANKLIN UNIVERSITY

201 South Grant Avenue, Columbus OH 43215

Name: _____

Name: Bill Chan

Title: _____

Title: Vice President, Strategic Alliances

Date: _____

Date: October 8, 2019

Signature: _____

Signature:  _____

Agenda Item #9H

MOU with Carle Foundation Hospital – Paramedicine

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: November 19, 2019
RE: Memo of Understanding – Carle Foundation Hospital and IECC Paramedicine

The proposed memorandum of understanding (MOU) between Illinois Eastern Community Colleges and Carle Foundation Hospital (CRMH) is a requirement of the Paramedicine Program Accreditation to ensure that Illinois Eastern Community Colleges will grant credit for instruction in partnership with Carle Foundation Hospital. By this MOU, IECC and Carle are continuing a cooperative relationship to ensure our students receive excellent instruction in our Paramedicine program.

I recommend the Board's approval of this memorandum of understanding.

MH/rs

Attachment

Memo of Understanding
Illinois Eastern Community Colleges
and
Carle Foundation Hospital

PURPOSE

The purpose of this document is to establish a memo of understanding between Illinois Eastern Community Colleges residing at 233 E. Chestnut St. in Olney, IL 62450 and Carle Foundation Hospital residing at 611 W. Park Street Urbana, IL 61801. Subject to Illinois Eastern Community College District's compliance with the requirements set forth herein, this agreement assures that Illinois Eastern Community Colleges will provide college credit to individuals completing the Paramedicine certificate or degree training program through the partnership between Illinois Eastern Community Colleges and Carle Foundation Hospital. This agreement allows students to receive college credit if they enroll at the educational institution and successfully complete their coursework; it does not require that students who do not register receive college credit.

PRIVACY AND DATA SECURITY

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

INDEMNIFICATION

- C. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify, defend, and hold harmless Carle Foundation Hospital, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of Illinois Eastern Community Colleges, its agents or employees, in the performance of Illinois Eastern Community College District's obligations under this agreement.
- D. To the extent permitted by law, Carle Foundation Hospital shall indemnify, defend, and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of Carle Foundation Hospital, its agents or employees, in the performance of Carle Foundation Hospital's obligations under this agreement.

TERM

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

Both parties reserve the right to modify the terms and conditions of this Agreement or to discontinue the articulation program at any time. Notice of modification or intentions to discontinue shall be in writing from one Chief Executive Officer to the other at least nine months prior to the date on which any action would be taken. In the event that the program is discontinued, both parties will continue to provide services to all currently enrolled students through graduation or discontinued enrollment.

This agreement and attached addendums are effective only under the condition that Illinois Eastern Community Colleges maintains accreditation with the Higher Learning Commission (HLC) and that the partnership between Illinois Eastern Community Colleges and Carle Foundation Hospital obtains and maintains program accreditation from the Committee on Accreditation for the EMS Professions or the Commission on Accreditation of Allied Health Programs. In the event that an institution loses its accreditation, this agreement and addendums will terminate immediately.

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

ILLINOIS EASTERN COMMUNITY COLLEGES CARLE FOUNDATION HOSPITAL

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Assignment and Assumption of Partnership Agreement

This Assignment and Assumption (“Assignment”) is entered into on the date of the last signature below, (the “Effective Date”) by and among Richland Memorial Hospital, Inc. d/b/a Carle Richland Memorial Hospital (“Assignor”), Carle Foundation Hospital (“Assignee”) and Illinois Eastern Community Colleges/Frontier Community College (“School”).

WHEREAS, Assignor and School have entered into that certain Partnership Agreement effective as of August 20, 2019, whereby Assignor and School collaborate in the delivery of a paramedic education program (“Agreement”);

WHEREAS, on or about December 22, 2019, Assignor is transferring the operation of the paramedic education program to Assignee as part of Carle Regional EMS (“Transfer”);

WHEREAS, Assignee and Assignor are subsidiaries of The Carle Foundation;

WHEREAS, As a result of the Transfer, Assignor wishes to assign its rights and delegates its duties under the Agreement to the Assignee; and

WHEREAS, Assignee has agreed to assume the Assignor’s rights and duties under the Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties, the parties agree as follows:

SECTION 1: Definitions; References. Unless otherwise specifically defined herein, each term used herein that is defined within the Agreement shall have the meaning assigned to such term as in the Agreement.

SECTION 2: Assignment and Assumption. As of December 22, 2019 (“Transfer Date”), Assignor hereby assigns to Assignee its rights and obligations under the Agreement. Assignee hereby assumes the rights from and agrees to perform all obligations of Assignor under the Agreement. The parties agree that as of the Transfer Date, Assignee is to be substituted for the Assignor under the Agreement as “Carle” (or similar applicable term) and all references in the Agreement to Carle shall refer to Assignee.

SECTION 4: Consent. By its signature below, each party consents to the assignment and assumption of the Agreement as provided herein.

SECTION 5: Counterpart Executions; Facsimiles. This Assignment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures.

SECTION 6: Construction of Assignment. Except as amended and supplemented hereby, all of the terms of the Lease shall remain and continue in full force and effect and are hereby confirmed in all respects.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment.

Richland Memorial Hospital, Inc.

**Illinois Eastern Community Colleges/
Frontier Community College**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Carle Foundation Hospital

Signature: _____

Name: _____

Title: _____

Date: _____

Agenda Item #9I

Board Meeting Dates and Locations for 2020

Agenda Item #9I

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: November 19, 2019
RE: Board Meeting Dates and Locations for 2020

The Illinois Community College Act requires that the Board annually set meeting dates, times and locations of Board meetings for the upcoming calendar year. The attached resolution sets forth that the Trustees will meet on the third Tuesday of every month except the December meeting shall be the second Tuesday of the month. The following are the meeting dates and locations for the IECC Board of Trustees for 2020.

I recommend approval of this resolution.

MH/rs

Attachment

**Board Meeting Dates
2020**

Tuesday, January 21, 2020, 7 p.m., Wabash Valley College

Tuesday, February 18, 2020, 7 p.m., Frontier Community College

Tuesday, March 17, 2020, 7 p.m., Lincoln Trail College

Tuesday, April 21, 2020, 7 p.m., Olney Central College

Tuesday, May 19, 2020, 7 p.m., Wabash Valley College

Tuesday, June 16, 2020, 7 p.m., Frontier Community College

Tuesday, July 21, 2020, 7 p.m., Lincoln Trail College

Tuesday, August 18, 2020, 7 p.m., Olney Central College

Tuesday, September 15, 2020, 7 p.m., Wabash Valley College

Tuesday, October 20, 2020, 7 p.m., Frontier Community College

Tuesday, November 17, 2020, 7 p.m., Lincoln Trail College

Tuesday, December 8, 2020, 7 p.m., Olney Central College

11/2019

Agenda Item #9J
2020 Holiday Calendar

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: November 15, 2019
RE: 2020 Holiday Calendar

Attached is a proposed schedule of holidays for Illinois Eastern Community Colleges' full-time staff for Calendar Year 2020. There is no change in the number of holidays from previous years.

I request Board approval of the 2020 Holiday Calendar.

MH/tab

Attachment

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
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 #9K

Chancellor Search Committee

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: November 19, 2019
RE: Chancellor Search Committee

The Search Committee for the District's Chancellor is charged with oversight of the search process and reporting progress in the search for the District's next leader.

Trustee James Lane has withdrawn from the search committee. It is recommended that the Board approve the appointment of Trustee Al Henager to the committee that is currently comprised of Trustee Gary Carter, CEO Marilyn Holt, and Board Secretary Renee Smith.

MH/rs

Agenda Item #10

Bid Committee Report

None

Agenda Item #11

District Finance

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

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
October 31, 2019**

FUND	BALANCE
Educational	\$6,961,501.71
Operations & Maintenance	\$881,235.39
Operations & Maintenance (Restricted)	\$469,183.12
Bond & Interest	\$1,500,670.13
Auxiliary	\$2,855,981.85
Restricted Purposes	(\$164,118.57)
Working Cash	\$130,358.33
Trust & Agency	\$576,828.45
Audit	(\$15,581.41)
Liability, Protection & Settlement	\$657,159.82
TOTAL ALL FUNDS	\$13,853,218.82

Respectfully submitted,

Ryan Hawkins, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
October 31, 2019 & 2018

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2020	2019
ASSETS:		
CASH	\$ 13,853,219	\$ 12,393,806
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	12,500
CDB PROJECT TRUST	151,793	-
INVESTMENTS	17,775,000	19,490,000
RECEIVABLES	1,815,045	1,194,670
INVENTORY	431,572	452,424
OTHER ASSETS	463,650	462,250
FIXED ASSETS (Net of Depr)	15,195,284	16,126,767
TOTAL ASSETS AND OTHER DEBITS:	\$ 49,721,363	\$ 50,153,717
 LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ (5,747)	\$ (68,600)
ACCOUNTS PAYABLE	2,377,078	2,754,937
DEFERRED REVENUE	90,249	89,589
L-T DEBT GROUP (FUND 9)	5,667,603	7,370,668
OPEB (Prior Year Restated for GASB 75 Implementation)	15,780,483	15,228,583
TOTAL LIABILITIES:	23,909,666	25,375,177
 FUND BALANCES:		
FUND BALANCE	21,466,777	21,344,334
INVESTMENT IN PLANT (Net of Depr)	15,195,284	16,126,767
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(21,448,086)	(22,599,251)
RESERVE FOR ENCUMBRANCES	10,597,722	9,906,690
TOTAL EQUITY AND OTHER CREDITS	25,811,697	24,778,540
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 49,721,363	\$ 50,153,717

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 For the Periods Ended Octoberr 31, 2019 & 2018

	FY 2020 YEAR-TO-DATE	FY 2019 YEAR-TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	\$ 4,692,090	\$ 4,793,140
STATE GOVT SOURCES	3,648,102	2,471,347
STUDENT TUITION & FEES	7,317,026	7,773,038
SALES & SERVICE FEES	1,289,295	1,451,904
FACILITIES REVENUE	12,678	8,317
INVESTMENT REVENUE	78,796	53,872
OTHER REVENUES	33,198	781,946
TOTAL REVENUES:	17,071,185	17,333,564
 EXPENDITURES:		
INSTRUCTION	2,909,360	3,324,784
ACADEMIC SUPPORT	143,377	151,322
STUDENT SERVICES	499,464	484,266
PUBLIC SERV/CONT ED	1,689	5,272
OPER & MAINT PLANT	1,053,713	954,243
INSTITUTIONAL SUPPORT	4,461,338	4,667,425
SCH/STUDENT GRNT/WAIVERS	2,343,990	2,702,335
AUXILIARY SERVICES	2,142,304	2,023,607
TOTAL EXPENDITURES:	13,555,235	14,313,254
 TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	-	-
TOTAL TRANSFERS AMONG FUNDS:	-	-
 NET INCREASE/DECREASE IN NET ASSETS	 \$ 3,515,950	 \$ 3,020,310

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

College	Category	FISCAL YEAR 2018			FISCAL YEAR 2019			FISCAL YEAR 2020			% of Year
		Anticipated Budget	Spent Thru October	% of Bdgt	Anticipated Budget	Spent Thru October	% of Bdgt	Anticipated Budget	Spent Thru October	% of Bdgt	
Frontier	Bills		\$ 250,043			\$ 228,864			\$ 252,908		
	Payroll		617,391			620,382			590,249		
	Waivers		378,123			444,210			430,104		
	Totals	\$ 4,189,416	1,245,557	30%	\$ 4,550,604	1,293,456	28%	\$ 4,370,599	1,273,261	29%	33%
Lincoln Trail	Bills		331,706			370,186			365,463		
	Payroll		616,686			614,487			593,745		
	Waivers		459,090			448,520			463,595		
	Totals	\$ 4,531,653	1,407,482	31%	\$ 4,788,234	1,433,193	30%	\$ 5,365,117	1,422,803	27%	33%
Olney Central	Bills		491,777			617,124			527,316		
	Payroll		1,187,601			1,179,898			1,219,867		
	Waivers		333,625			373,989			455,703		
	Totals	\$ 7,303,330	2,013,003	28%	\$ 7,449,755	2,171,011	29%	\$ 7,669,580	2,202,886	29%	33%
Wabash Valley	Bills		373,237			431,052			495,982		
	Payroll		791,319			805,334			809,774		
	Waivers		579,150			647,574			866,244		
	Totals	\$ 6,136,568	1,743,706	28%	\$ 6,236,897	1,883,960	30%	\$ 6,449,215	2,172,000	34%	33%
Workforce Educ.	Bills		75,919			79,345			70,933		
	Payroll		297,280			265,998			278,962		
	Waivers		969,700			988,620			3,665		
	Totals	\$ 4,869,942	1,342,899	28%	\$ 4,258,339	1,333,963	31%	\$ 4,396,670	353,560	8%	33%
District Office	Bills		92,928			111,117			90,535		
	Payroll		306,393			327,575			317,650		
	Waivers		-			-			-		
	Totals	\$ 1,614,463	399,321	25%	\$ 1,519,023	438,692	29%	\$ 1,551,484	408,185	26%	33%
District Wide	Bills		624,414			745,363			666,489		
	Payroll		240,223			254,456			264,271		
	Waivers		68,547			90,525			124,876		
	Totals	\$ 2,705,152	933,184	34%	\$ 2,883,536	1,090,344	38%	\$ 3,107,121	1,055,636	34%	33%
GRAND TOTALS		\$31,350,524	\$ 9,085,152	29%	\$ 31,686,388	\$9,644,619	30%	\$32,909,786	\$8,888,331	27%	33%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
October 31, 2019

	FY 2020		FY 2019		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 4,074,518	45.84%	\$ 4,068,129	42.18%	\$ 6,389	0.157%
Employee Benefits	750,177	8.44%	816,415	8.46%	(66,238)	-8.113%
Contractual Services	511,276	5.75%	360,765	3.74%	150,511	41.720%
Materials	496,498	5.59%	717,401	7.44%	(220,903)	-30.792%
Travel & Staff Development	46,050	0.52%	58,571	0.61%	(12,521)	-21.377%
Fixed Charges	55,832	0.63%	101,685	1.05%	(45,853)	-45.093%
Utilities	374,097	4.21%	390,011	4.04%	(15,914)	-4.080%
Capital Outlay	193,952	2.18%	26,847	0.28%	167,105	622.435%
Other	2,385,931	26.84%	3,104,795	32.19%	(718,864)	-23.153%
	<u>\$ 8,888,331</u>	<u>100.00%</u>	<u>9,644,619</u>	<u>100.00%</u>	<u>\$ (756,288)</u>	<u>-7.842%</u>

Agenda Item #12

Chief Executive Officer'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: Marilyn Holt
DATE: November 15, 2019
RE: Personnel Report

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

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change-In-Status**
- 400.3. Resignation Ratifications**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional/Non-Faculty, Exempt

1. Carol Dreith, Project Director, Title III, FCC, effective November 25, 2019, employment contingent upon continued grant funding.
2. Jennifer England, Health Sciences Specialist, Title III, FCC, effective December 5, 2019, employment contingent upon continued grant funding.
3. Sharmila Kakac, Program Director, Adult Education, FCC, effective November 21, 2019.

B. Professional/Non-Faculty, Non-Exempt

1. Mark Smith, Building Manager, WRC, effective November 20, 2019.

C. Classified

1. Chad Groves, TRIO Upward Bound Counselor, DO(WVC), effective November 20, 2019, employment contingent upon continued grant funding.
2. Michael Wagaman, Maintenance/Groundskeeper, LTC, effective November 20, 2019.

400.2. Change-in-Status

A. Professional/Non-Faculty, Exempt

1. Olivia McVicker, Career Advisor, OCC to Program Director, Grants & Compliance, DO, effective November 25, 2019.

400.3. Resignation Ratifications

Professional Non-Faculty, Exempt

1. Scott Meserole, O & M Team Leader/Coordinator of Fire Science, FCC, effective November 30, 2019.
2. Evan Semple, Coordinator of Industry Training, LTC, effective December 29, 2019.

B. Classified

1. Dylan Myers, Maintenance/Custodian, OCC, effective October 28, 2019.

Agenda Item #16

Collective Bargaining

Agenda Item #17

Litigation

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

