

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**November 17, 2020**



**Location:**

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

**Meeting – 7:00 p.m. – Cafeteria**

<https://zoom.us/j/96285027498>

Meeting ID: 962 8502 7498

Dial in number: 312 626 6799

*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 17, 2020**

**7:00 p.m.**

**Lincoln Trail College  
Cafeteria**

1. Call to Order & Roll Call .....Chairman Fischer
2. Disposition of Minutes ..... Chancellor Gower
3. Recognition of Visitors and Guests .....Gower
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Chancellor
  - C. Presidents
  - D. Cabinet
6. Policy First Reading (and Possible Approval) .....Gower
  - A. Business Policy 300.2 Revised
7. Policy Second Reading .....Gower
  - A. None
8. Staff Recommendations for Approval
  - A. TOEFL Tests for International Students .....Gower
  - B. 2020 Annual Security Report .....Gower
  - C. 2021 IECC Holiday Calendar .....Gower
  - D. 2021 IECC Board Meeting Dates .....Gower
  - E. Affiliation Agreement/Carle Non-Clinical .....Gower
  - F. Spring Hybrid Course Fee.....Gower
  - G. Resolution Establishing Tax Levy Hearing.....Gower
  - H. 2020 Estimated Tax Levy Resolution .....Gower
  - I. FY2020 Audit.....Gower
  - J. Annual Financial Report .....Gower
  - K. Reimbursement Resolution.....Gower

L. Audit Request for Proposals .....	Gower
9. Bid Committee Report.....	Gower
A. FCC Nursing Simulator Manikin	
10. District Finance	
A. Financial Report .....	Hawkins
B. Approval of Financial Obligations .....	Hawkins
11. Executive Session .....	Gower
12. Approval of Executive Session Minutes	
A. Written Executive Session Minutes.....	Gower
B. Audio Executive Session Minutes .....	Gower
13. Approval of Personnel Report .....	Gower
14. Collective Bargaining.....	Gower
15. Litigation .....	Gower
16. Other Items	
17. 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 at Bob Boyles Hall, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o'clock P.M., on Tuesday, October 20, 2020.

**AGENDA #1 – “Call to Order & Roll Call”** – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Board Secretary, Renee Smith, to call the roll.

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

John D. Brooks (via Zoom), Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, Jan Ridgely, Barbara Shimer (via Zoom). Also present was Sutton Dunn, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

Note: Trustees John D. Brooks and Barbara Shimer joined the entire meeting by electronic means – Zoom.

(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:

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College.

Roger Eddy, Interim President of Lincoln Trail College. (via Zoom)

Rodney Ranes, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Andrea McDowell, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Renee Smith, Board Secretary.

Michael Thomas, Dean of Workforce Education. (via Zoom)

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held September 15, 2020 were presented for disposition.

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

**AGENDA #3 – “Recognition of Visitors & Guests” –**

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

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

**AGENDA #4 – “Public Comment” – None.**

**AGENDA #5 – “Reports” –**

**#5-A. Report from Trustees:** None.

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

**#5-C. Report from Cabinet:** None.

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

**AGENDA #6-A. Policy 500.11 Family Educational Rights and Privacy (FERPA):** Revisions to the current Family Educational Rights and Privacy policy were recommended. The policy addresses student records and information; especially as related to the District’s obligation to release certain information, when a formal request is made by military recruiters.

The Chancellor recommended approval of the following Policy.

STUDENT - 500

**Family Educational Rights and Privacy (500.11)**

Date Adopted: December 13, 1994

Revised: May 6, 2003

Revised: June 20, 2017

Revised: April 17, 2018

Revised: October 20, 2020 (Pending Board Approval)

A. Purpose

Illinois Eastern Community Colleges (IECC) respects the rights of students and their education records regarding privacy, confidentiality, inspection and review, amendment, and disclosure. The intent of this policy is to be in accordance with the Family Educational Rights and Privacy Act of 1974,

20 U.S.C. § 1232g, 34 CFR Part 99 (collectively, “FERPA”), and other existing requirements, and to ensure that every endeavor is made to keep the student's records confidential and out of the hands of those who would use them for other than legitimate purposes.

B. Definitions

1. *Eligible student:* A student who has reached 18 years of age or is attending a post-secondary institution.
2. *Education record:* Any record directly related to a student and maintained by IECC or by a party acting for IECC. The following documents **are not** considered education records:
  - a) Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker;

- b) Employment records of individuals employed by the colleges other than as student employees
  - c) Records created or received by IECC after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student.
3. *Record*: Information recorded in any medium, including, but not limited to, handwritten, printed, computer media, video or audio tape, film, microfilm, and microfiche.
4. *Directory information*: Information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. IECC has designated the following as directory information:
- a) Name
  - b) Current/permanent address
  - c) Telephone number
  - d) Email address
  - e) Date of birth
  - f) Current term hours carried
  - g) Major field of study
  - h) Classification (freshman, sophomore, continuing)
  - i) Academic unit
  - j) Dates of attendance/anticipated graduation date
  - k) Degrees and honors earned and dates (including commencement)
  - l) Most recent previous educational agency or institution attended prior to IECC
  - m) Participation in officially recognized activity or sport (including weight/height for athletes)
  - n) Picture
5. *Personally identifiable information*: Information contained in an education record of a student which can be used to distinguish or trace an individual's identity. The following are considered personally identifiable, confidential, and **are NOT** directory information. (This is representative in nature and not all-inclusive):
- a) Social security number
  - b) Student ID number
  - c) Race, ethnicity, nationality
  - d) Gender
  - e) GPA
  - f) Parent information
6. *School officials*: Includes faculty, staff, and administrative personnel employed by IECC. A school official can also be an individual employed by an educational agency that is performing institutional services or functions on behalf of IECC.
7. *Legitimate educational interest*: Generally, a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his/her professional responsibility. Legitimate educational interest will be reviewed by appropriate Student Services staff on a case by-case basis.

### C. Rights of Students

1. Inspect and review education records: A student may inspect and review his/her education record by completing an Education Record Request Form available from Student Services at the college of attendance.

The appropriate Student Services personnel will comply with this request within 45 days, but generally will not exceed seven working days after the request has been made. Records requested and approved for release may be inspected at the college during normal office hours, Monday through Friday, except on designated holidays or otherwise posted at the college.

Except as limited under 34 CFR part 99.12, IECC may not deny access to education records without providing a description of the circumstances in which the college feels it has a legitimate cause to do so. A legitimate cause to deny requests for a copy of such records includes, but is not limited to, students owing fees or having other indebtedness to the college.

Copies of education records can be obtained at a cost of 25 cents per page plus postage, if applicable. To obtain a copy of an IECC transcript, a student must follow the appropriate procedure and pay the transcript fee as outlined in the IECC catalog.

2. Request amendment of education records: A student who believes that information contained in his/her education record is inaccurate, misleading, or violates his/her privacy or other rights, may request amendment of the education record under 34 CFR Part 99.20 by applying in writing to

the college's Records Office. The student must clearly identify the specific part of the record to be amended and explain why the record should be amended. The college shall decide whether to amend the records of the student, in accordance with the request, within ten working days from the receipt of the request. If the college decides to refuse to amend the education record of the student, in accordance with the request, it shall inform the student of the refusal and advise the student of the right to a hearing under 34 CFR Part 99.21. In the event the college determines insufficient cause to warrant an amendment to the record, the student has the right to add a statement to the record commenting on the contested information or stating why he/she disagrees with the decision. Future disclosures that would include this education record must include the student's statement.

3. Request the release of information: As a general principle, personally identifiable information will not be released to anyone. However, a student has a right to request and consent to the release of his/her information to others. A power of attorney will be treated in the same manner as would the student. A copy of the Release of Information form can be obtained and completed at the college of attendance in the Student Services Office.

~~NOTE:~~ a) Under 34 CFR Part 99.31, authorization is given for the release of personally identifiable information contained in education records, without the student's consent, in the following instances:

- a) \* To IECC school officials who have a legitimate educational interest. NOTE: Once records have been disclosed to school officials, as defined by Board Policy, disclosure of that information to another entity or individual is prohibited;
- b) \* To appropriate parties in health or safety emergencies when knowledge of the information is necessary to protect the health or safety of the student or individuals within the campus community;
- c) \* To certain federal, state, and local educational authorities for audit or evaluation purposes, outlined in 34 CFR Part 99.35;
- d) \* To accrediting organizations to carry out their accrediting functions;

- e) To state and local authorities, within a juvenile justice system, pursuant to specific state law;
- f) To organizations conducting studies for, or on behalf of IECC, to: develop, validate, or administer predictive tests; administer student aid programs; or improve instruction;
- g) In compliance with judicial order or lawfully issued subpoena;
- h) IECC officials may disclose the final results of a Title IX disciplinary proceeding as set forth by Board Policy 100.31;
- i) To parents of students under 21 years of age regarding the student's violation of any Federal, State, or local law, or of any rule or policy of IECC, governing the use or possession of alcohol or a controlled substance;
- j) Information concerning registered sex offenders may be released in a manner consistent with federal and state regulations.

IECC will maintain a record of each request for access to any of these disclosures as required by 34 CFR Part 99.32 and a student may inspect and review that record.

b) Under the Solomon Amendment (10 U.S.C. § 983), Military Recruiters are allowed access to some address, biographical, and academic information (limited to "Student Recruiting Information" as defined in the law) on students age 17 and older.

4. Restrict directory information: Directory information may be released from a student's education record upon the request of an outside party, without prior written consent of the student. IECC takes its responsibility to safeguard the privacy of all students very seriously; therefore, all requests by outside parties for student directory information will be considered on an individual basis. As a condition for releasing directory information without permission, public notice is given annually to all students.

Students wishing to restrict release of Directory Information must file the Directory Information Restriction Notification form with Student Records.

5. File a complaint: If a student believes his/her rights have been violated, he/she may file a complaint with the college president or his/her designee. A student may also file a written complaint with the Family Policy Compliance Office at the address listed below:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW.  
Washington, DC 20202-5920

#### D. Dissemination

All employees are provided a copy of this policy. Faculty and applicable staff are trained on FERPA. Students are made aware of and educated on this policy through freshman orientation, the college catalog, IECC's website, and in handouts distributed by the college's Records Office. Annually, notification of students' rights under FERPA is provided to current students and employees via their IECC email addresses. A copy of this policy will be made available on request to any student.

**Board Action:** Trustee Al Henager made a motion to waive second reading and approve the foregoing revisions to the Policy 500.11 Family Educational Rights and Privacy (FERPA). Student Trustee Sutton Dunn

seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

**#8-A. Resolution providing for the issue of Taxable General Obligation Community College Bonds, Series 2020D, of the District, for the purpose of paying claims against the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof:** The Chancellor recommended approval to authorize issuance of \$2,325,000 in Taxable General Obligation Community College Bonds for the purpose of paying claims against the District.

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o’clock P.M., on the 20th day of October, 2020.

\* \* \*

The meeting was called to order by the Chairman, and upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely and Sutton Dunn (non-voting student trustee).

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_  
No Trustee was not permitted to attend the meeting by video or audio conference.

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

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The Chairman announced that the next item for consideration was the issuance of \$2,325,000 general obligation bonds to be issued by the District pursuant to Article 3A of the Public Community College Act for the purpose of paying claims against the District, and that the Board of Trustees would consider the adoption of a resolution providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The Chairman also summarized the pertinent terms of said proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

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

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

\* \* \*

WHEREAS, the Board of Trustees (the “*Board*”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), has by resolution (the “*Intent Resolution*”) declared its intention to, pursuant to Article 3A of the Public Community College Act of the State of Illinois, as amended (the “*Act*”), issue funding bonds of the District in the aggregate principal amount of \$2,500,000 as therein provided for the purpose of paying outstanding and unpaid claims against the District, in particular, the District’s outstanding Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C (the “*Claims*”); and

WHEREAS, pursuant to and in accordance with the provisions of said Article of the Act and the provisions of Section 5 of the Local Government Debt Reform Act of the State of Illinois, as amended, notice of intention to issue said bonds was published in the *Hometown Register*, the same being a newspaper having general circulation within the District, an affidavit evidencing the publication of such notice of intention, together with a newspaper clipping of such notice as published attached thereto, having heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, at least thirty (30) days have expired since the date of the publishing of such notice of intention to issue said bonds, and no petition with the requisite number of valid signatures

thereon has been filed with the Secretary of the Board requesting that the proposition to issue said bonds be submitted to the legal voters of the District; and

WHEREAS, the Claims are in not less than the aggregate amount of \$2,500,000, all as identified and set forth in detail in the Intent Resolution heretofore duly adopted by the Board; and

WHEREAS, there are no funds on hand and available to apply toward the payment of any part of the Claims in the aggregate amount of \$2,500,000; and

WHEREAS, the Board hereby finds that it is authorized at this time to issue said bonds in the aggregate amount of \$2,500,000 for the purpose of paying the Claims; and

WHEREAS, the Board deems it advisable, necessary and for the best interests of the District that \$2,325,000 of said bonds be issued at this time; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Chairman of the Board, on the 18th day of August, 2020, executed an Order calling a public hearing (the "*Hearing*") for the 15th day of September, 2020, concerning the intent of the Board to sell said bonds; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Hometown Register*, the same being a newspaper of general circulation in the District, and (ii) by posting at least 96 hours before the Hearing a copy of said notice at the principal office of the Board, which notice was continuously available for public review during the entire 96-hour period preceding the Hearing; and

WHEREAS, the Hearing was held on the 15th day of September, 2020, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 15th day of September, 2020; and

WHEREAS, it is necessary and in the best interests of the District that the District's outstanding Claims be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of the Claims on their earliest possible call date, and provide for the giving of proper notice to the registered owners of the Claims:

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

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

*Section 2. Authorization.* It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$2,500,000 upon the credit of the District and as evidence of such indebtedness to issue the bonds of the District in said amount, the proceeds of said bonds to be used for paying the Claims, and it is necessary and for the best interests of the District that there be issued at this time \$2,325,000 of said bonds.

*Section 3. Bond Details.* There be borrowed on the credit of and for and on behalf of the District the sum of \$2,325,000 for the purpose aforesaid; and that bonds of the District (the "Bonds") shall be issued in said amount and shall be designated "Taxable General Obligation Community College Bonds, Series 2020D." The Bonds shall be dated November 12, 2020, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and authorized integral multiples of \$5,000 in excess thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (without option of prior redemption) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2022	\$325,000	2.03%
2023	500,000	2.50%
2024	700,000	2.75%
2025	700,000	2.75%
2026	100,000	2.75%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2021. Interest on each Bond shall be paid by check or draft of the Treasurer of the Board (the “*Bond Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Chairman and Secretary of the Board, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer of the Board, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the District and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or

be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 4. Registration of Bonds; Persons Treated as Owners.* The District shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Resolution to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each

maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

*Section 5. Form of Bond.* The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [7] through [10] shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
State of Illinois**

**Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper,  
Lawrence, Wabash, Wayne and White**

**Community College District no. 529**

**Taxable General Obligation Community College Bond, Series 2020D**

See Reverse Side for  
Additional Provisions

Interest  
Rate: \_\_\_\_\_%

Maturity  
Date: December 1, 20\_\_

Dated  
Date: November 12, 2020

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

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2021, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of the Treasurer of the Board, as bond

registrar and paying agent (the “*Bond Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] This Bond does not pay interest until a date that is more than one year after November 12, 2020, the date of issue, and is therefore issued with original issue discount. The amount of original issue discount is equal to the total principal of and interest on the Bond

(\$\_\_\_\_\_) less the purchase price of the Bond (\$\_\_\_\_\_) or \$\_\_\_\_\_. The yield to maturity on the Bonds is \_\_\_\_\_%.

[6] IN WITNESS WHEREOF, said Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, by its Board of Trustees, has caused this Bond to be signed

by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

SPECIMEN

Chairman, Board of Trustees

SPECIMEN

Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN

Treasurer, Board of Trustees

Date of Authentication: November 12, 2020

CERTIFICATE

OF

AUTHENTICATION

Bond Registrar and Paying Agent:

Treasurer, Board of Trustees

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

This Bond is one of the Bonds described in the within mentioned resolution and is one of the Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

TREASURER, BOARD OF TRUSTEES,  
as Bond Registrar

By

SPECIMEN

---

Treasurer, Board of Trustees

[Form of Bond - Reverse Side]  
**Community College District No. 529**

**Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper,  
Lawrence, Wabash, Wayne and White and State of Illinois**

**Taxable General Obligation Community College Bond, Series 2020D**

[7] This Bond is one of a series of bonds issued by the District to pay claims against the District, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by said Board of Trustees by resolutions duly and properly adopted for that purpose, in all respects as provided by law.

[8] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Olney, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bonds are issued in fully registered form in the denomination of \$100,000 each and authorized integral multiples of \$5,000 in excess thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

[10] The District and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

**(Assignment)**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 6. Sale of Bonds.* Pursuant to the Investment of Municipal Funds Act of the State of Illinois, as amended, the District is authorized to use the money in its funds to purchase bonds issued by the District. In view of the balances in the District's Working Cash Fund (the "*Fund*"), there is no need for current funds in the Fund in the amount of the purchase price of the Bonds, the same being the par amount of the Bonds. The Fund may prudently be invested for the term of the Bonds, and, as such, the Fund is the purchaser of the Bonds (the "*Purchaser*").

The Bonds hereby authorized shall be executed as in this Resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Board, and be

by said Treasurer delivered to the Purchaser, upon receipt of the purchase price therefor, the same being \$2,395,729; the contract for the sale of the Bonds heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract; and the Bonds before being issued shall be registered, numbered and countersigned by said Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The execution and delivery of any Term Sheet relating to the Bonds (the "*Term Sheet*") is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, the Term Sheet and the Bonds.

*Section 7. Tax Levy.* In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the District, the following direct annual tax, to-wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2020	\$ 93,706.26 for interest up to and including June 1, 2022
2021	\$382,048.75 for interest and principal
2022	\$547,500.00 for interest and principal
2023	\$731,625.00 for interest and principal
2024	\$712,375.00 for interest and principal
2025	\$101,375.00 for interest and principal

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

*Section 8. Filing of Resolution.* Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the County Clerks of The Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois (the “*County Clerks*”), and it shall be the duty of the County Clerks to annually in and for each of the years 2020 to 2025, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax

books against all of the taxable property within the District in connection with other taxes levied in each of said years for community college purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general educational purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund of 2020D” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this resolution shall also be filed with the Treasurer of the Board.

*Section 9. Use of Bond Proceeds.* The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in strict compliance with all the requirements of the Act. The principal proceeds of the Bonds and any premium received on the delivery of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying and canceling the Claims, and that portion thereof not needed to pay such costs shall be used solely and only to pay and cancel the Claims by depositing with Heartland Bank and Trust Company, Normal, Illinois, as paying agent for the Claims. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the placement agent for the Bonds on behalf of the District from the proceeds of the Bonds.

*Section 10. List of Bondholders.* The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

*Section 11. Duties of Bond Registrar.* If requested by the Bond Registrar, the Chairman and Secretary of the Board are authorized to execute the Bond Registrar’s standard form of

agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (e) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

*Section 12. Call of the Claims.* In accordance with the redemption provisions of the resolution authorizing the issuance of the Claims, the District by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) all of the outstanding Claims for redemption on November 15, 2020. The bond registrar for the Claims is hereby authorized and directed to give timely notice of the call for redemption of the Claims. The form and time of the giving of such notice regarding the redemption of the Claims shall be as specified in the resolution authorizing the issuance of the Claims.

*Section 13. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 14. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted October 20, 2020.

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Chairman, Board of Trustees

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Secretary, Board of Trustees

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

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

Upon the roll being called, the following Trustees voted AYE: G. Andrew Fischer, Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely.

The following Trustees voted NAY: \_\_\_\_\_

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

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

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

---

Secretary, Board of Trustees

STATE OF ILLINOIS            )

) SS

COUNTY OF RICHLAND        )

**Certification of Minutes and Resolution**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*Board*”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 20th day of October, 2020, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 20th day of October,  
2020.

---

Secretary, Board of Trustees

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF RICHLAND        )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Richland, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of The County of Richland, Illinois

(SEAL)

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF CLARK            )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Clark, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of The County of Clark, Illinois

(SEAL)

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF CLAY            )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Clay, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

County Clerk of The County of Clay, Illinois

(SEAL)

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF CRAWFORD    )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Crawford, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of The County of Crawford, Illinois

(SEAL)



STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF EDWARDS    )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Edwards, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of The County of Edwards, Illinois

(SEAL)

STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF HAMILTON    )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Hamilton, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of The County of Hamilton, Illinois

(SEAL)

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF JASPER            )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Jasper, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

County Clerk of The County of Jasper, Illinois

(SEAL)

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF LAWRENCE    )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Lawrence, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of The County of Lawrence, Illinois

(SEAL)

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF WABASH        )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Wabash, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

County Clerk of The County of Wabash, Illinois

(SEAL)

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF WAYNE         )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Wayne, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

County Clerk of The County of Wayne, Illinois

(SEAL)

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF WHITE            )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of White, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

County Clerk of The County of White, Illinois

(SEAL)

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF RICHLAND        )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “Board”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and as such official I do further certify that on the 20th day of October, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 20th day of October, 2020.

Treasurer, Board of Trustees

**Board Action:** Trustee Brenda Culver made a motion to approve the Resolution providing for the issue of Taxable General Obligation Community College Bonds, Series 2020D, of the District, for the purpose of paying claims against the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof as recommended. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Biennial Review Report/Drug Free Schools:** The District is required to report every two years on compliance to specified requirements set by the U.S. Department of Education. The report certifies that requirements have been met for the creation of programs that IECC has adopted and implemented to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees. The Chancellor recommended the Board accept The Drug Free Schools and Communities Act Biennial Review report and authorize its submission to the U.S. Department of Education.

**Board Action:** Trustee Brenda Culver made a motion to approve the Biennial Review Report/ Drug Free Schools as recommended and approved the submission of the report to the United States Department of Education. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. 2022 RAMP Submission:** The Chancellor recommended approval of the Fiscal Year 2022 RAMP Submission application for capital renovation projects to be completed throughout the District. The district wide project application was developed to meet compliance requirements of the Americans with Disabilities Act (ADA). Upon approval the application would be submitted to the Illinois Community College Board for consideration in future capital funding.

**Board Action:** Trustee Gary Carter made a motion to approve the Fiscal Year 2022 RAMP application as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried

**#8-D. Online Tuition and Tuition Payment Plans Partner:** The Chancellor presented and recommended the following agreement with Nelnet to act as the District's tuition payment software system. The partnership goal with Nelnet is to ease the tuition payment process.



**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** by and between **Illinois Eastern Community Colleges** (“Institution”) and **Nelnet Business Solutions, Inc.** (*dba* Nelnet Campus Commerce) and its affiliates (“Company”) is entered into as of the last signature date affixed hereto (“Effective Date”) and shall be as follows:

1. **SERVICES AND SCOPE:** This Agreement sets forth general provisions under which the Company will provide services to the Institution and incorporates Terms and Conditions for selected services ordered by the Institution (Attachments A and B). These services represent an integrated and unique suite of business solutions that may be implemented individually but were designed to work in combination as a comprehensive business solution. The Institution may purchase and use any products offered by the Company during the term of this Agreement.
2. **ORDERING SERVICES:** Operational, transaction and other fees for services contracted as of the date of this Agreement are outlined on the hosted business service Order Form (Attachment C). At any time, a completed Order Form for a service will be sufficient to incorporate that service into this Agreement under the service’s most current Terms and Conditions (to be provided along with the Order Form). An Order Form must be accepted by the Institution in writing by signing and returning the Order Form.
3. **COOPERATIVE PURCHASING AGREEMENT:** Other public or private bodies, specifically any campus(es) or institution(s) of higher education, or any Institution related foundation and affiliated corporation(s), may wish to also participate under the same terms and conditions contained in this agreement. Cooperative purchasing participation is strictly voluntary. If the Agreement does not specifically list additional entities, each entity wishing to participate (“participating entity”) must have prior authorization from the Company. If authorized by the Company, the resultant contract will be extended to the participating entity to purchase goods and services in accordance with Agreement terms, and its obligations will be between the participating entity and the Company, with the Institution incurring no obligation as a result thereof. The Institution will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Company to extend the contract. It is understood and agreed that the Institution is not responsible for the acts or omissions of any participating entity.

As a separate contractual relationship, the participating entity will place its own orders directly with the Company and will fully and independently administer its use of the contract to include contractual disputes, invoicing, and payments without direct administration from the Institution. The Institution will not be held responsible for any orders placed, deliveries made, or payment for services ordered by the participating entity. Pursuant to the provisions above, a completed Order Form will be sufficient to incorporate services for participating entities under the terms and conditions of this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Company may elect to modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Company. Pricing for products and services to be contracted will be negotiated directly between the Company and the participating entity, independent of the Institution-specific pricing outlined in Attachment C of this Agreement.

4. **INSTITUTION BANKING INFORMATION:** The Institution must provide bank account information for the ACH (i.e., Automated Clearing House) deposit of its funds (and ACH withdrawal, if applicable). The Company requires a bank reference letter written on bank letterhead that includes the account holder name, the routing number, account number, and type of account (checking or savings). Additional procedures for debit block clearance may be appropriate and required for certain services.
5. **ACH AUTHORIZATION:** The Institution hereby authorizes the Company to initiate credit or debit entries to the account provided. The Institution acknowledges that the origination of ACH transactions for its account must comply with applicable U.S. laws and regulations. This authorization is to remain in full force and effect until the Company has received a written notice of termination or a change in banking from the Institution in such time and in such manner as to afford the Company a reasonable opportunity to act on it. As an Originator, the Institution is responsible for adhering to applicable rules as prescribed by the National Automated Clearing House Association (NACHA). The Institution shall establish and maintain procedures for secure online authentication (to identify End Users) and make reasonable efforts to prevent fraudulent use by End Users and unauthorized users. The Company may monitor and audit Institution and End User ACH activity, conduct risk assessments, set

exposure limits, provide education, monitor return activity, make change requests, evaluate staff-initiated entries, and reject certain entries (*e.g.*, physical check conversions). If necessary to comply with applicable laws, rules, or regulations, Company may revoke the Institution's privilege to originate ACH transactions. The Company assumes the responsibilities of a Third Party Sender under NACHA Rules. The Institution is liable for all returns, including untimely non-administrative returns.

6. **CARD PAYMENT PROCESSING:** The Company will at all times maintain compliance with the most current applicable Payment Card Industry Data Security Standards (PCI DSS). Company acknowledges responsibility for the security of cardholder data under its control as defined within the PCI DSS. Company acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law.
7. **INDEPENDENT SERVICE CONTRACT:** Service levels, pricing, and packaging of any and all services provided under this Agreement are independent of any student-loan or student-loan-servicing relationship Nelnet, Inc. may have or seek to have with the Institution.
8. **REVENUE-SHARING RELATIONSHIPS:** The Institution is strongly encouraged to disclose to its customers any revenue-sharing relationship it has with the Company, if applicable. If such a relationship exists and the Institution chooses not to disclose it, the Institution will provide the Company with a written explanation of its policy. As noted above, any such relationship is independent of any student-loan relationship with Nelnet.
9. **CONFIDENTIAL BUSINESS INFORMATION:** During the term of this Agreement and for three (3) years after termination or expiration, each party agrees not to disclose Confidential Information obtained from the other party to any person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential. Confidential Information shall not include information 1) generally known to the public, 2) already known, through legal means, to the party receiving the information, or 3) legally obtained from a third party. In the event that either party is required to disclose confidential information about the other party pursuant to a judicial or government order, such party will promptly notify the other party to allow intervention in response to such order.
10. **CONFIDENTIAL CONSUMER INFORMATION:** Consumer information that is required to be kept confidential will be kept so in perpetuity. Company will remain in compliance with security and privacy obligations imposed by the Gramm-Leach-Bliley Act (GLBA), FERPA, and other applicable laws or regulations; however, the Institution's sole remedy for noncompliance following a 15-day cure period is termination of this Agreement.
11. **INDEMNIFICATION:** Except as provided for herein, each Party (the "Indemnifying Party") shall indemnify, defend, and hold the other Party, its designees, and its respective Board of Trustees, officers, directors, employees and agents (collectively, "Indemnified Parties") harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including reasonable attorneys' fees and costs incurred or suffered by any of the Indemnified Parties arising out of, in connection with or resulting from any claim or allegation arising from negligent or intentional conduct by the Indemnifying Party in the performance of this Agreement.
12. **FORCE MAJEURE:** The performance by either party of any obligations to be performed hereunder will be excused to the extent such performance is prevented by an act of God, war, terrorist attacks, insurrections, riots, labor disputes, including lockouts or boycotts, fire, explosion, flood, or other unforeseeable causes beyond the control and without fault or negligence of the party so affected. The party so affected will give prompt notice to the other party of such cause and take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.
13. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, BUT IN NO WAY LIMITING THE COMPANY'S OBLIGATION TO REMIT ALL FUNDS COLLECTED AND DUE TO THE INSTITUTION, THE LIABILITY OF EITHER PARTY WILL BE LIMITED TO DIRECT DAMAGES NOT TO

EXCEED THE COMPANY'S NET REVENUE UNDER THIS AGREEMENT FOR THE PAST SIX (6) MONTHS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **WARRANTY:** THE COMPANY WARRANTS THAT SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS; OTHERWISE, ALL SOFTWARE, TOOLS, AND PROFESSIONAL SERVICES RENDERED BY THE COMPANY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
15. **COMPLIANCE WITH LAW; INDEMNIFICATION:** Each party will comply with the federal, state and local laws, rules, and regulations ("Laws"), including but not limited to laws governing consumer protection. The Institution will indemnify and hold the Company harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, asserted against or incurred by the Company under federal, state or local laws as a result of the Company complying with any instruction or directive by the Institution.
16. **TERM, RENEWAL, AND TERMINATION:** This Agreement will be effective as of the last date of signature. The termination date of this Agreement will be five (5) years from the Effective Date ("Initial Term"). Thereafter, the Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Term"). Following the Initial Term, either party may cancel the Agreement, in writing, one hundred twenty (120) days in advance of the scheduled termination or renewal date. While this Agreement is in effect, the Institution agrees not to contract with any other provider of similar services that the Institution has requested from the Company pursuant to an Order Form.
17. **DEFAULT:**
  - a. **Payment:** If the Institution fails to pay for services within thirty (30) days of an original invoice date (if applicable), delinquent amounts will be subject to a late fee equal to the lesser of 1.5% per month or the maximum rate allowed under law. If not remedied within ninety (90) days of the original invoice date, the Company may, at its option, deduct overdue funds from the Institution's remittances. In the event that the Institution becomes ninety (90) days past due, the Company may also, at its option, terminate this Agreement.
  - b. **Material Breach:** With the exception of Section 17.a above, if either party refuses or fails to perform any obligation under this Agreement (a "Breach"), and fails or refuses to correct the Breach within thirty (30) days after receipt of written notice of the Breach from the nonbreaching party, the nonbreaching party may terminate this Agreement by sending an additional written notice stating the effective date of termination.
18. **RELATIONSHIP:** Nothing contained herein is intended to create the relationship of a partnership, joint venture, or employer-employee. In performing this Agreement, the Company and its subcontractors will act as independent contractors and not as employees or representatives of the Institution. The Company will be solely responsible for and will promptly pay all federal, state, and municipal taxes, chargeable or assessed with respect to its employees and subcontractors, including but not limited to social security, unemployment, federal and state income tax withholding and other taxes and will hold the Institution harmless on account thereof.
19. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to negotiate in good faith a valid and enforceable substitute provision.
20. **HEADINGS:** The paragraph headings of this Agreement are for reference only and are not to be construed as terms.

21. **WAIVER:** Neither party's failure to exercise its rights hereunder will constitute or be deemed a waiver or forfeiture of such rights.
22. **ENTIRE AGREEMENT:** This Agreement, together with all attachments, including but not limited to service-specific Terms and Conditions, addenda, if any, and Order Forms, represents the entire agreement between the parties as to the matters set forth and supersedes all prior discussions or understandings between them. This Agreement may only be modified or amended in writing signed by authorized representatives of each party.
23. **BRANDING AND INTELLECTUAL PROPERTY:** Each party will retain its ownership and intellectual property rights with regard to its copyrights, trademarks, service marks, registered marks, patents, pending patents, trade secrets, and any other forms of intellectual property. Neither party will have any ownership interest in the intellectual property of the other party. In no way limiting the foregoing, Company grants Institution permission to display its logo during the term of this Agreement provided that the Institution agrees to use the most current logo supplied by the Company and to display such logo on its website in a position where users will reasonably be able to find it and use it to link to the Company's website.

**Corporate Headquarters:**

Nelnet Business Solutions, Inc.  
 121 South 13<sup>th</sup> Street, Suite 201  
 Lincoln, NE 68508  
 866.315.1263

DeeAnn K. Wenger, President  
[DeeAnn.Wenger@nelnet.net](mailto:DeeAnn.Wenger@nelnet.net)  
 402.325.7241

**Board Action:** Trustee Al Henager made a motion to approve the agreement with Nelnet as presented and recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: Brenda Culver. Trustees absent: None. The motion having received 6 yea votes and 1 nay votes, the Chair declared the motion carried.

**#8-E. Audit Request for Proposals:** The Chairman removed this item from consideration.

**#8-F. Rebuild Illinois CDB Project:** Chancellor Ryan Gower recommended approval of the following trust agreements with First National Bank for funding the District's required match for two projects funded through the Illinois Capital Development Board.

**TRUST AGREEMENT**

This Agreement is made and entered into by and between Illinois Eastern Community College whose address is \_\_\_\_\_ (*college address*) \_\_\_\_\_ hereinafter called the Using Educational Agency, and a Bank \_\_\_\_\_ (*Bank name*) \_\_\_\_\_ whose address is \_\_\_\_\_ (*Bank address*) \_\_\_\_\_ 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 # (810-042-010)*, in the amount of seven hundred sixty-nine thousand one hundred 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 seven hundred sixty-nine thousand one hundred dollars (\$769,100).
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.

### TRUST AGREEMENT

This Agreement is made and entered into by and between Illinois Eastern Community College whose address is \_\_\_\_\_ (*college address*) \_\_\_\_\_ hereinafter called the Using Educational Agency, and a Bank \_\_\_\_\_ (*Bank name*) \_\_\_\_\_ whose address is \_\_\_\_\_ (*Bank address*) \_\_\_\_\_ 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 # (810-040-007)*, in the amount of two million seven hundred ninety 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 two million seven hundred ninety thousand dollars (\$2,790,000).
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 Jan Ridgely made a motion to approve the Trust Agreements with First National Bank in Olney, to direct the First National Bank in Olney to invest in its own bank deposits, at a minimum rate of return of 1.25% and proposed fee of \$3,000, and to authorize the local funding of \$3,559,100 be transferred for the District’s two capital projects. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: 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. Carle Richland Memorial Hospital Facility Use Agreement:** Chancellor Ryan Gower recommended approval of the following agreement between IECC and Carle Richland Memorial Hospital. The agreement will allow IECC/OCC Associate in Applied Science Radiography students to use new modern energized radiography equipment in the Carle Richland Memorial Hospital facility laboratory setting.

### **Facility Use Agreement**

This Facility Use Agreement (“**Agreement**”) is made and entered into on the date of the last signature below, (the “**Effective Date**”) by and between Illinois Eastern Community Colleges – Olney Central College (“**Licensee**”) and Carle Richland Memorial Hospital (“**Carle**”). Unless the

context of the sentence would provide a different interpretation, Carle and Licensee may be collectively referred to herein as the “Parties” and individually as a “Party.”

**WHEREAS**, Carle is a not-for-profit whose charitable purposes include, among other things, (i) providing high quality, cost efficient and effective care to patients, and (ii) promoting the training of individuals interested in a career in healthcare;

**WHEREAS**, Licensee is a local community college in Olney, Illinois, that offers training in various programs, including a degree in radiography (X-Ray);

**WHEREAS**, Licensee is desirous of utilizing a compliant radiology room with active equipment for the purposes of completing simulations by Licensee’s students (“Students”);

**WHEREAS**, Carle owns and operates a certain healthcare facility that contains a radiology department with appropriate equipment to complete such simulations;

**WHEREAS**, in furtherance of Carle’s mission and values, Carle desires to permit Licensee to use and Licensee agrees to use such Lease Space (as defined below) for furtherance of the training of its Students in accordance with the terms and conditions herein;

**NOW, THEREFORE**, In consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Leased Space.** Carle hereby grants permission to Licensee to use certain rooms/area located at Carle Olney Primary Care Clinic located at 363 N. West Street Olney, Illinois (“**Facility**”), specifically radiology department and a small storage area as designated by Carle from time to time to hold simulation equipment (“**Leased Space**”) for the following event (“**Event**”):

Event Description: Licensee to host simulation lab classes utilizing Carle’s radiology equipment for its Students

Blocks of Time: On a schedule mutually agreeable by the Parties. As of the Effective Date, the intended use is two (2) days per week for a period of up to seven (7) hours.

Event shall only occur during Carle’s normal business hours.

During the Event, Carle shall provide use of certain common areas at the Facility such as restroom, access ways to enter into the Leased Space and parking spaces for Licensee and its agents, representatives, and invitees. Carle reserves the right at any time to cancel or suspend the Event if Carle has a clinical emergency and needs to utilize the Leased Space for patient care needs.

2. **No Fee.** Neither Carle nor Licensee shall be compensated by the other as a result of this Agreement.
3. **Use of Facility/Leased Space.**
  - a. Licensee warrants and represents that the Event shall be orderly and well-governed and that no indecent, immoral and/or illegal activities will be permitted.
  - b. Licensee shall be responsible, at Licensee’s sole cost and expense, to provide any and all (a) personnel required to run the Event; and (b) equipment and supplies for the Event.
  - c. The Facility and Leased Space is provided ‘as is’ and ‘with all faults’. Carle makes no representation or warranty of any kind, express or implied, with respect to the condition of the Facility, including habitability, fitness or suitability for a particular purposes.

- d. Licensee shall be responsible for all set-up and clean-up of the Event and the preservation of the Leased Space. Licensee shall not be permitted to drive any nails, hooks, tacks, screws, poles, stakes, or other form of fasteners into any part of the Leased Space or Facility without express written consent from Carle. Licensee shall leave the Leased Space in the same condition as given to Licensee. Licensee shall not be permitted to remove or relocate any of Carle's equipment, tools or furnishings without the prior approval of Carle.
  - e. Licensee and/or its representatives, invitees, Students agents and any third party vendors shall not be permitted access to the Facility and/or Leased Space for the Event outside of the Blocks of Time set forth herein.
  - f. Licensee agrees to abide by Carle's policies and procedures for the Facility and Leased Space, including, without limitation, no use of alcohol, tobacco, or any illegal substances in the Facility or Leased Space; and compliance with personal protection equipment requirements.
  - g. Carle reserves the right to deny access to the Facility of a representative, agent, invitee, Students and/or third party vendor of Licensee who is not following Carle policies and procedures or in the interest of patient or staff safety.
  - h. Licensee will ensure that each Student and faculty member on-site for the Event completes a criminal background check, the standard immunizations (including Varicella, Tdap, TB and Hep B) and required safety and compliance training as assigned by Carle prior to entering the Facility and shall otherwise meet all health standards required by Licensee and Carle. The immunization and background check must be available and provided to Carle upon request.
  - i. The faculty and each Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while at Carle.
4. Compliance. Licensee shall utilize the Leased Space and Facility consistent with this Agreement, and all laws, codes, ordinances, statutes, regulations, rules or orders of any governmental authority, including but not limited to laws governing zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Licensee shall be responsible for securing any and all required permits and licenses necessary for the Event.
  5. Insurance. Licensee shall procure and maintain, at Licensee own and sole expense, general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, two million (\$2,000,000) annual aggregate for any damage, destruction, injuries or death or any other liabilities which might occur in connection with the Event or use of Carle's Facility or the Leased Space by Licensee and/or Licensee's representatives, agents, guests, invitees and/or anyone else assisting Licensee with holding the Event and covering any equipment that is stored at Carle's Facility. Licensee shall name Carle as an additional insured. Moreover, Licensee shall also maintain worker's compensation insurance in such amounts as required by Illinois law. Prior to the first Event and at any time upon request, Licensee shall furnish to Carle with satisfactory evidence of such insurance coverage for the duration of the Event and Licensee shall notify Carle of any cancellation and/or changes in such insurance coverage.
  6. Indemnification. Licensee agrees to indemnify, defend, and hold harmless Carle, its Board, officers, employees, principals, members, employees, representatives, agents, invitees, contractors and volunteers, from and against any and all damages, claims, losses, demands, costs, expenses (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, is suffered or incurred arising from Licensee or its representatives, agents, guests, invitees and/or anyone else assisting Licensee with holding the Event acts or omissions or the breach of any obligations or representations or warranties made herein during the Event, which includes, without limitation, the Event itself and any rehearsal, set-up or clean-up of such Event. The foregoing indemnification shall survive any termination or the expiration of this Agreement.
  7. Damage/Repairs. Licensee shall report any personal injuries and/or property damage arising at any time during the Event in writing as soon as is practical. By signing this Agreement, Licensee does

hereby agree to be responsible for the costs of repair or replacement of any property damaged or destroyed as a result of the action of any Licensee, its representatives, agents, invitees, Students or third party vendors.

8. Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
9. Amendment/Assignment. This Agreement may be amended only by an instrument in writing signed by the Parties hereto. Neither Party may assign this Agreement, nor any portion of it without the prior written consent of the other Party. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors and permitted assigns of the Parties.
10. Authority. Each Party has the power and other authority to execute, deliver and perform this Agreement. This Agreement and all documents and agreements required to be delivered by a Party hereunder will be legal, valid, and binding obligations of the other Party enforceable in accordance with their terms in each case.
11. Entire Agreement. This Agreement and the Attachments (as defined herein) supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and Licensee shall neither be entitled to benefits other than those herein specifically enumerated.
12. Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice:

CARLE:

Carle Richland Memorial Hospital  
800 E. Locust Street  
Olney, IL 62450  
Attn: CEO – Carle Richland

LICENSEE:

Dr. Andrew Fischer  
233 E. Chestnut Street  
Olney, IL 62450  
Attn: Sheryl Childers

Copy To:

The Carle Foundation  
611 W. Park Street  
Urbana, IL 61801  
Attn: Legal Services

13. Execution. This Agreement and any amendment hereto, 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 Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.

**Board Action:** Trustee Brenda Culver made a motion to approve the use of facility agreement with Carle Richland Memorial Hospital. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-H. Ruffalo Noel Levitz Contract:** Chancellor Ryan Gower recommended approval of the following service agreement with Ruffalo Noel Levitz, to improve the District’s enrollment and retention practices.

## **1 OVERVIEW**

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This Statement of Work (“**SOW**”) describes services to be provided by Ruffalo Noel Levitz, LLC (“**RNL**”), to Illinois Eastern Community Colleges System Office (“**Client**”) (together referred to as the “**Parties**”) and is made pursuant to the September 14, 2020 Master Services Agreement between the Parties (“**MSA**,” and collectively with this SOW the “**Agreement**”).

## **2 TERM**

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- A. The term of this SOW starts on November 1, 2020 (“**Start Date**”) and ends on October 31, 2021 (“**End Date**”) (the “**Term**”).

## **3 SERVICES**

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During the Term, RNL will provide the following services (“**Services**”):

- A. Marketing and Recruitment Consulting (“**Consulting**”) with 7 (seven), two-day, on-site or remote visits, and up to 14 (fourteen) service days that may be comprised of a combination of report generation, analysis, and telephone support, including:
- i. Assistance with the Client’s development of an annual marketing and recruitment plan;
  - ii. Ongoing strategy development, action plan formation, and implementation assistance;
  - iii. Identification of custom enrollment strategies; and
  - iv. Staff training and development workshops, with the number and topics agreed to in writing by both parties in advance.
- B. Strategic Enrollment Planning Consulting (“**SEP Consulting**”) to develop a strategic enrollment plan. SEP Consulting includes up to 7 (seven) two-day, on-site or remote visits and up to 14 (fourteen) service days that may be comprised of a combination of report generation, analysis, and telephone support. The SEP Consulting includes:
- i. Preparation, including organization for SEP and identification of key performance indicators, and data analysis of Client-provided enrollment and market data and market research services data provided by RNL;
  - ii. Strategy development and prioritization of potential SEP initiatives, including consideration of return on investment for each potential initiative;
  - iii. Enrollment goal setting and plan finalization; and
  - iv. Advising on plan implementation and modification.
- C. An Enrollment Projection Model to assist Client in forecasting the impact of demographic changes on enrollment for new students, using demographic variables, Client data, and certain data supplied by RNL, including:

- i. Projections, by county in Client's primary and secondary markets, of the size of the new first-year student class based on Client's historical market share from each county;
  - ii. Projections for new adult students (undergraduate or graduate) based on the population of adults in the relevant age range in each county and the Client's historical market share from each county; and
  - iii. An Excel workbook with summary tables that show multi-year projections for new first-year students and new adult students to include:
    - a. Baseline with no change in market share;
    - b. "Best case" with increase in market share and likely trend in market size; and
    - c. "Worst case" with loss in market share and likely trend in market size.
- D. An Academic Program Environmental Scan to review available secondary data sources as well as institutional data to identify factors and trends that influence the demand for academic programs, including indirect measures of student interest as well as direct measures of employer demand, including:
- i. A conference call to discuss project objectives and timeline;
  - ii. Analysis of institutional data on enrollment funnel trends by program;
  - iii. Compiling of data on market share, degree trends, and employer hiring and occupational trends;
  - iv. Presentation of key findings on market trends in demand and market share via webinar/conference call; and
  - v. A final PowerPoint deck.
- E. All Services purchased must be consumed within the Term.

#### **4 CLIENT RESPONSIBILITIES**

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- A. The provision of Services by RNL is conditioned upon Client providing the following ("**Client Responsibilities**"):
- i. Identification of a person who will serve as the client's on-site lead for the project.
  - ii. Timely coordination with RNL for implementation of Services.
  - iii. Client Materials necessary for the Services.
  - iv. A data file necessary for implementation of Services in the file format requested by RNL and in a timely manner.
    - a. If Client provides records in excess of the maximum and/or in a data file format other than RNL's requested format, the Client will have the option to either (1) incur an additional fee corresponding to the additional work required to utilize the data file, or (2) resend the data file as requested by RNL.

#### **5 FEES & PAYMENT SCHEDULE**

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- A. Client shall pay RNL \$219,850 (two hundred nineteen thousand eight hundred fifty dollars) for Services.
- B. Client shall pay for Services in accordance with the following payment schedule:

<u>Payment due date</u>	<u>Amount</u>
November 1, 2020	\$140,000
August 1, 2021	<u>\$79,850</u>
<b>TOTAL:</b>	<b>\$219,850</b>

- C. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided to RNL.
- D. Payment of amounts due following resolution of disputed billings and invoices, if any, are due ten (10) days following resolution.

**6 CLIENT INFORMATION**

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- A. Client primary contact for SOW:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

- B. Invoices shall be sent to the following address:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Client may revise the above contact information at any time upon written notice to RNL.

**7 GENERAL PROVISIONS**

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- A. **Amendments.** Any amendments to this SOW will require a change order (“CO”) signed by both Parties. No services are required to be rendered or provided beyond the scope of services described in this SOW, without a CO or separate SOW.
- B. **Service Conditions.** If any of the Client Responsibilities or payment obligations described above (the “Service Conditions”) are not satisfied, then RNL may suspend provision of the Services and may terminate this SOW without penalty to RNL. Any decision by RNL to forego suspension or termination of this SOW in the event of an unsatisfied Service Condition shall not be construed as a

waiver of RNL's right to later terminate this SOW if the unsatisfied Service Condition remains uncured, or for any other unsatisfied Service Condition, all in RNL's sole discretion. Notwithstanding any term in the Agreement to the contrary, this SOW may not be terminated without cause.

- C. **Other Provisions.** If there is any conflict between the terms of this SOW and the MSA, the terms of the MSA shall govern and control. This SOW, the MSA, and invoices arising under them ("**Relevant Documents**") are the Parties' entire agreement relating to the subject matter of the Relevant Documents. Any modifications to the Relevant Documents or Change Orders must be in writing, signed by both Parties, and specifically reference this SOW. Obligations in the MSA or this SOW which by their nature are continuing, shall survive termination or expiration of the Agreement. The Parties agree that additional, conflicting, or different terms on existing or future Client or third-party purchasing documents are expressly rejected and shall be void.

**Board Action:** Trustee Gary Carter made a motion to approve the service agreement with Ruffalo Noel Levitz for enrollment management services. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #9 – "Bid Committee Report"** – Chancellor Ryan Gower reviewed the following Bid Committee report and recommended it be approved as presented.

TO: Board of Trustees  
 FROM: Bid Committee  
 DATE: October 20, 2020  
 RE: Whole-Body Phantom Manikin for OCC Radiography

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 Supertech, Inc. for a total of \$26,100.

Company	Total Bid
Supertech, Inc. Elkhart, IN	\$26,100

Respectfully submitted,

Ryan Gower  
 Ryan Hawkins  
 Renee Smith

Department: Radiography.

Source of Funds: Perkins and Instructional Budget.

Rationale for Purchase: The proposal from Supertech, Inc. was the lowest responsible bidder in conformity with the bid specifications.

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

**Board Action:** Trustee Gary Carter made a motion to approve the Bid Committee Report recommendation as presented. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**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, 2020.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for October 2020, totaling \$487,320.06, 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 2020, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara

Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chancellor’s Report”** – Ryan Gower reviewed the report and trustees discussed items listed on the previously distributed report.

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

**AGENDA #13 – “Approval of Executive Session Minutes”** – The Board of Trustees did not hold an executive session at the regular meeting, September 15, 2020.

**AGENDA #14 – “Approval of Personnel Report”** – Andrea McDowell presented the following amended Personnel Report and the Chancellor recommended approval.

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

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

1. James Brenneman, Interim Head Baseball Coach, FCC, effective October 23, 2020.

#### **400.2. Special Assignment**

##### **A. Athletics**

1. Nixie Hnetkovsky, Athletic Director, FCC, \$2,500, effective January 1, 2021.

#### **400.3. Resignation Ratification**

##### **A. Faculty, Non-Bargaining Unit**

1. Jayson Hoffman, Workforce Education Instructor, effective October 24, 2020

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

1. Christopher Brandon Benton, Head Baseball Coach, FCC, effective October 23, 2020.

#### **400.4. Retirement Ratifications**

##### **A. Administrative**

1. Vicky Bonelli, Director of the Learning Resource Center, LTC, effective January 1, 2021.
2. Merna Youngblood, Director of the Learning Resource Center, FCC, effective January 1, 2021.

##### **B. Classified**

1. Deanna Chrysler, Administrative Assistant to the President, LTC, effective December 1, 2020.

### **Addendum**

#### **400.3 Resignation Ratification**

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

1. Scott Correll, Maintenance/Custodial, OCC, effective October 24, 2020.

**Board Action to Approve Addendum to Personnel Report:** Trustee Brenda Culver made a motion to approve an addendum to the Personnel Report as recommended. Trustee Al Henager seconded the motion and 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 was adopted

**Board Action to Approve Personnel Report:** Trustee Brenda Culver made a motion to approve the Amended Personnel Report as recommended. Trustee Jan Ridgely seconded the motion and on a

recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #15 – “Collective Bargaining”** – None.

**AGENDA #16 – “Litigation”** – None.

**AGENDA #17 – “Other Items”** – None.

**AGENDA #18 – “Adjournment”** – Trustee Gary Carter made a motion to adjourn. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion adopted, and the meeting was adjourned at 8:28 p.m.

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Recognition of Visitors and Guests**

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

**Agenda Item #4**

**Public Comment**

**Agenda Item #5**

**Reports  
Trustees  
Chancellor  
Presidents  
Cabinet**

**Agenda Item #6**

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

**A. Business Policy 300.2 Revised**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: October 20, 2020

RE: Revisions to Business Policy 300.2 (Audit)

To reflect the desire of the Board of Trustees to seek both competitive pricing and new perspective on financial operations, the following changes to Policy 300.2 are being recommended.

I recommend the Board waive the second reading and approve the revisions to Policy 300.2.

RG/sc

Attachment

**Audits (300.2)**

Date Adopted: December 19, 1989

Revised: April 19, 2016

November 17, 2020 (Pending Board Approval)

Annually, the Board shall nominate and select two members from the Board of Trustees to serve as the audit committee. The audit committee will serve as the responsible representatives of the Board to aid in the recommendation of an audit firm, and review and discuss the final audit with the lead auditor, Chancellor, and Board treasurer prior to submission to the whole board. An audit shall be made at the end of each fiscal year by an accountant licensed to practice public accounting in Illinois and appointed by the Board of Trustees. The audit examination shall be conducted in accordance with generally accepted auditing standards and the requirements set forth by 100 ILCS 805/3-22.1.

It is the policy of the Board to issue a request for proposals for the audit examination no less than every three years. A recommendation for an audit firm shall be made to the Board using a thorough quality-based selection process. The audit firm shall be selected for up to a three-year (3) audit cycle. An auditing firm may perform this service for no more than two consecutive (2) cycles of three years. If a firm is selected to perform two consecutive (2) audit cycles, unless otherwise permitted by the Board of Trustees, that firm will be ineligible for consideration for the next succeeding audit cycle selection.

**Agenda Item #7**

**Policy Second Reading**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**TOEFL Tests for International Students**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 17, 2020

RE: TOEFEL Test for International Students

IECC recognizes that student success in college coursework is directly related to course placement based on abilities and needs. This is most certainly the case with our International Student Program and students whose first language is not English. To ensure this student population is enrolled in those courses which will provide optimal outcomes, IECC will administer a Test of English as a Foreign Language (TOEFL) during the first week they arrive on campus.

Cabinet has approved this recommendation and I ask the Board's approval for changes to 2 related catalog policies as follows:

**STUDENT PLACEMENT AND TESTING** section (p. 17 of 2020-2021 catalog)

Multiple measures for placement include ~~analysis of~~:

1. Review of nationally standardized test scores such as ACT, SAT, ACCUPLACER, ASSET, COMPASS, GED, etc.
2. Analysis of high school or college transcripts, including coursework completed and grade point average; and remedial and/or previous college coursework completed.
3. If 1 and 2 are not available or do not meet the course placement requirements, additional placement testing may be required.
4. TOEFL testing of all students whose first language is not English. (Additional information can be found in the International Students section and applies to US Citizens as well as International.)

**INTERNATIONAL STUDENTS** section (p. 18 of 2020-2021 catalog)

The student does NOT need an official TOEFL score to apply, but will be tested for English proficiency ~~upon arrival on campus~~ during the first week they arrive upon campus. Testing ensures students are placed in the appropriate level ESL and/or academic classes in support of our mission to provide the necessary tools for international students to succeed in the classroom. All students attending IECC whose native language is not English will be required to take TOEFL testing. Students who do not have a score of 550 PBT or 79 IBT will be required to enroll in the intensive English as a Second Language (ESL) program. A minimum of 500 PBT or 61 IBT will be required to enroll in select academic classes.

RG/llb

**Agenda Item #8B**

**2020 Annual Security Report**

MEMORANDUM

TO: Board of Trustees  
FROM: Dr. Ryan Gower  
DATE: November 17, 2020  
RE: 2020 Annual Security Report

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act requires an Annual Security Report be compiled and published annually. The Annual Security Report contains crime information for the past three years, relevant policy statements, and training and educational programming related to campus safety and security, crime prevention, alcohol and drug use, and sexual misconduct. The report was sent electronically to the Board.

I ask the Board's approval of the 2020 Annual Security Report.

RG/sc

**Agenda Item #8C**  
**2021 IECC Holiday Calendar**

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: November 17, 2020  
RE: 2021 Holiday Calendar

Attached is a proposed schedule of holidays for Illinois Eastern Community Colleges' full-time staff for Calendar Year 2021.

I request Board approval of the 2021 Holiday Calendar.

RG/sc

Attachment

## ILLINOIS EASTERN COMMUNITY COLLEGES

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

#### Calendar Year 2021

Monday	January 18	Martin Luther King Jr. Day
Monday	February 15	President's Day
Friday	April 2	Spring Holiday
Monday	May 31	Memorial Day
Monday	July 5	Independence Day Observed
Monday	September 6	Labor Day
Monday	October 11	Columbus Day
Thursday	November 11	Veteran's Day
Thursday	November 25	Thanksgiving
Friday	November 26	Thanksgiving
	December 20-24	Winter Break
Saturday	December 25	Christmas
	December 27-31	Winter Break
Saturday	January 1, 2022	New Year's Day

**Agenda Item #8D**

**2021 IECC Board Meeting Dates**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 17, 2020

RE: Board Meeting Dates and Locations for 2021

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 April meeting shall be the fourth Tuesday of the month and 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 2021.

I recommend approval of this resolution.

RG/sc

Attachment

## **Board Meeting Dates**

**2021**

Tuesday, January 19, 2021, 7 p.m., Frontier Community College

Tuesday, February 16, 2021, 7 p.m., Lincoln Trail College

Tuesday, March 16, 2021, 7 p.m., Olney Central College

Tuesday, April 27, 2021, 7 p.m., Wabash Valley College

Tuesday, May 18, 2021, 7 p.m., Frontier Community College

Tuesday, June 15, 2021, 7 p.m., Lincoln Trail College

Tuesday, July 20, 2021, 7 p.m., Olney Central College

Tuesday, August 17, 2021, 7 p.m., Wabash Valley College

Tuesday, September 21, 2021, 7 p.m., Frontier Community College

Tuesday, October 19, 2021, 7 p.m., Lincoln Trail College

Tuesday, November 16, 2021, 7 p.m., Olney Central College

Tuesday, December 14, 2021, 7 p.m., Wabash Valley College

11/2020

**Agenda Item #8E**

**Affiliation Agreement/Carle Non-Clinical**

MEMORANDUM

TO: Board of Trustees  
FROM: Dr. Ryan Gower  
DATE: November 17, 2020  
RE: Affiliation Agreement/Carle Non-Clinical

The following Agreement with Carle Richland Memorial Hospital will allow Olney Central College students to access multiple Carle sites, depending on student need and internship availability. The programs covered in the agreement include Medical Coding, Health Information Technology, Medical Office Assistant, Office Administration, and Human Resource Associate.

I ask the Board's acceptance of the CRMH Non-Clinical Affiliation Agreement.

RG/rr

## **NON-CLINICAL AFFILIATION AGREEMENT**

This **NON-CLINICAL AFFILIATION AGREEMENT** (“Agreement”) is made and entered into on as of the date of the last signature below (“Effective Date”) by and between The Carle Foundation, and its affiliates and subsidiaries, including but not limited to those listed on Exhibit A (collectively referred to herein as “Carle”), each an Illinois not-for-profit corporation, and OLNEY CENTRAL COLLEGE, (“School”). Carle and School may be referred to herein individually as “Party” or collectively as “Parties”.

### **RECITALS**

**WHEREAS**, Carle is a not-for-profit integrated healthcare system whose charitable purposes include, among other things, (i) providing high quality, cost efficient and effective care to patients, and (ii) promoting the training of individuals interested in a career in healthcare;

**WHEREAS**, as part of its academic curriculum, School wishes to provide its students (referred to herein as “Student” or collectively “Students”) a non-clinical healthcare education setting experience for its program(s) listed in Exhibit A;

**WHEREAS**, Carle maintains facilities suitable for the programs listed in Exhibit A and in furtherance of its mission wishes to assist School in placement of its Students at Carle for a non-clinical healthcare setting education experience (“Placement”);

**WHEREAS**, Carle and School desire to enter into this Agreement pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the above mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

### **ARTICLE I: JOINT RESPONSIBILITIES**

- 1.1 The Placement of Students will be cooperatively planned by the appropriate representatives of Carle and of School. Information regarding the number of Students to be assigned, the dates of assignment, and specific experience to be provided shall be planned jointly and agreed upon by School and Carle. Placement of Students is not guaranteed and will always depend on staff, space and availability.
- 1.2 Periodic meetings will be held to review and evaluate the Placement, and to attempt to resolve specific problems which may interfere with the objectives of the Placement.
- 1.3 Problems arising with respect to a Student shall be resolved jointly by Carle, School and the Student. Pending resolution of such problems, Carle may at any time restrict such Student activities where it deems necessary.
- 1.4 School will arrange the education program’s schedule and Student’s Placement in cooperation with Carle.

- 1.5 Neither Carle nor School shall be compensated by the other as a result of this Agreement.

## **ARTICLE II: SCHOOL RESPONSIBILITIES**

- 2.1 School will have total responsibility for academically preparing the Students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to the Placement. School shall be responsible for notifying the Students of a Placement at Carle. If requested by Carle, School shall inform Carle as to curriculum and sequence and shall be advised of all courses and other experiences of each Student. School is responsible for providing the Students with clear objectives and a plan of study and Carle will not be responsible for developing this plan.
- 2.2 School will appoint a representative to act as a coordinator of the Placement and to act as a liaison between Carle, School and the student(s) in such matters as assignment and coordination of Placement and administrative operations.
- 2.3 School will instruct Students to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 2.4 School will provide Carle with forms, protocol and guidelines for evaluation of Student Placement and performance, and its policy regarding student absences during a Placement. School will ensure that each Student completes a criminal background check and the standard immunizations (including Varicella, Tdap, TB and Hep B) prior to his/her Placement and shall otherwise meet all health standards required by School and Carle. These items must be available and provided to Carle upon request.
- 2.5 School shall inform Students that Carle is a drug free workplace and to comply with Carle's drug free workplace policies and procedures. Moreover, Students are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. Section 812. By way of example, these controlled substances include marijuana or cannabis, cocaine, crack, PCP, heroin, morphine, LSD, and any prescription drugs obtained illegally.
- 2.6 School will give advance notice to Carle of any site visits by any accrediting agencies involved with the non-clinical education program. Carle has the right to reasonably limit the scope of on-site visits according to its policies and procedures.
- 2.7 School will provide each student with an instructor, who is a School employee, to whom he/she is responsible during the Placement. The instructor will have the following duties, which may be delegated to other appropriate individuals:
- 2.7.1 demonstrating a concern for the educational development of the Student;
  - 2.7.2 providing a planned program for the Placement, established in cooperation with the Student's need and interests;
  - 2.7.3 evaluating the Student's performance during the Placement; and
  - 2.7.4 meeting with the appropriate Carle staff to discuss the Student's progress.

- 2.8 In the event that faculty from the School are on-site at Carle, School shall instruct faculty to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to HIPAA. Carle reserves the right to terminate, refuse access or otherwise restrict activities such School faculty member from the Placement at any time for the interest of the safety and well-being of its patients and staff and for breaching Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 2.9 The Student(s) and School are and will remain at all times during the term of this Agreement included as named insureds or additional insureds under the School's insurance program, providing general liability coverage in reasonable limits and professional liability coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate limit for liability arising out of the negligence of its students during their Placement at Carle. Such insurance shall be obtained from a reputable insurance company or may be provided through a self-insurance program or combination thereof. School agrees to provide Carle with thirty (30) days prior written notification, or as soon as possible if notice is received less than thirty (30) days before the effective date, of the cancellation, nonrenewable, or material change of any liability insurance policy required by this Agreement. A Certificate of Insurance evidencing such coverage shall be furnished to The Carle Foundation, Office of Contracts Management 611 West Park Street, Urbana, IL 61801 prior to commencement of the Placement.
- 2.10 To the extent permitted by law and without waiving any defenses, School agrees to indemnify, defend, and hold harmless Carle, its officers, directors, employees, and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by the School, its Student(s), or its faculty including, but not limited to, any fines, awards, damages, expenses or reasonable attorneys' fees that may be incurred in connection with such Claims. This provision will survive the termination of this Agreement.
- 2.11 The School warrants that its Student(s) are in good academic standing and moral character and it has performed any required security checks according to its policies.
- 2.12 If there is any reasonable expectation that the School will require Students to conduct research to become involved in research activities, then School will notify Carle's Research Department immediately. School warrants that it will not require its Students to conduct research or become involved with research activities unless it has complied with all requirements as set forth by Carle's Research Department and the Carle Institutional Review Board. Moreover, if research activities are required, School shall ensure that the liability insurance provided to Students covers the research activities and School shall provide to Carle evidence of such coverage.

### **ARTICLE III: CARLE RESPONSIBILITIES**

- 3.1 Carle agrees to provide Student access to its facilities as appropriate for the Placement. In addition, Carle agrees to provide Students access to available education and instructional material within its library.
- 3.2 Students are to not render or participate in any patient care.
- 3.3 It is understood that the Placement will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of Carle. Carle, at its sole discretion, may refuse access to its facilities or otherwise restrict activities of the Student where Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 3.4 Carle reserves the right to terminate the Student from Carle's site at any time and for any reason related to the Student's performance at Carle in the interest of the safety and well-being of its patients (as applicable) and staff or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures, including but not limited to those related to confidentiality of patients and employees, and Carle's drug free workplace policy. Prior to such termination, Carle shall consult with appropriate School representative and the Student at issue.
- 3.5 Carle maintains the right to refuse Student Placements based on the ability to provide an appropriate preceptor, space/volume issues.
- 3.6 All records kept by Carle relating to a student's performance during the Placement, except for those containing patient protected health information , shall be made available to the Parties hereto and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g).
- 3.7 Carle will, at commencement of a Student's Placement, provide the Student with an orientation as to Carle's rules, regulations and policies, as well as standards and practices relevant to the Placement as Carle deems necessary.

#### **ARTICLE IV: STUDENT RESPONSIBILITIES**

The School will review the following responsibilities with the student prior to Placement:

- 4.1 The Student must follow the policies, procedures, rules and regulations established by Carle during his/her Placement at Carle.
- 4.2 The Student will be responsible for obtaining individual proof of immunizations and a background check and submit to his/her School prior to commencement of the Placement.

- 4.3 The Student will provide his/her own health insurance coverage for the period of the Placement. The Student will be financially responsible for any medical care including, but not limited to, emergency outpatient care, he/she receives at Carle.
- 4.4 The Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while on Carle premises prior to Placement.
- 4.5 The Student will complete the required HIPAA training and any other training required by Carle for the Placement including a job description acknowledgment prior to commencing his/her Placement.

#### **ARTICLE V: CONFIDENTIALITY**

- 5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.2 Confidential information includes, but is not limited to, any information identified by either Party as “confidential” or “proprietary”, or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.
- 5.3 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. (“HIPAA”), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “PHI”), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students’ role in relation to the use and disclosure of Carle’s PHI, it is understood that

each Student are considered a member of Carle's "workforce" as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under HIPAA. As such, a Business Associate Agreement is not required. Provided, however, that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

#### **ARTICLE VI: TERMINATION**

- 6.1 This Agreement shall commence on the Effective Date and will remain in effect for a period of three (3) years unless otherwise terminated as provided herein.
- 6.2 This Agreement shall be terminated on the occurrence of any of the following events:
- 6.2.1 Termination for Cause. This Agreement may be terminated for cause, if a Party commits a material breach of this Agreement and if such breach is not cured within ten (10) days after written notice of the breach.
- 6.2.2 Termination Without Cause. This Agreement may be terminated without cause, and for any reason, by providing the other Party thirty (30) days' written notice prior to the end of the academic term of the School.
- 6.3 Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination. Provided, however, that in the event that this Agreement is terminated, Students who are participating in a Placement at the time of termination shall be allowed to complete his/her rotation under the terms and conditions set forth in this Agreement.

#### **ARTICLE VII: GENERAL PROVISIONS**

- 7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.
- 7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.

- 7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.
- 7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") have not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.
- 7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 7.7 Execution. This Agreement and any amendment hereto, 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 Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.
- 7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.

- 7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.
- 7.11 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.
- 7.12 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 7.13 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

<p>If to School:</p> <p><b>OLNEY CENTRAL COLLEGE</b>  305 N. West Street  Olney, IL 62450  Attn: Amie Mayhall</p>	<p>If to Carle:</p> <p>THE CARLE FOUNDATION  Human Resources  611 West Park Street  Urbana, IL 61801  Attn: Meghan Martz</p> <p>With a Copy To:  Carle Richland Memorial Hospital  800 E. Locust Street  Olney, IL 62450  Attn: Corporate Compliance,  Accreditation &amp; Risk Manager</p>
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7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.

7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.

7.16 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.

7.17 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

**IN WITNESS WHEREOF**, the Parties, through their duly authorized officers, accept the above terms effective the day and year first above written.

**The Carle Foundation**

**OLNEY CENTRAL COLLEGE**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

## **EXHIBIT A**

Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopeston Community Memorial Hospital d/b/a Carle Hoopeston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital
- Champaign Surgery Center
- Arrow Ambulance, LLC
- Carle West Physician Group
- Carle BroMenn Medical Center
- Carle Eureka Hospital

Specific Programs Covered by this Agreement for Placement:

*(i.e. degree programs for disciplines such as public health, health law and policy, JD, etc.)*

Medical Coding Associate

Health Information Technology

Medical Office Assistant

Office Administration

Human Resources Assistant

**Agenda Item #8F**  
**Spring Hybrid Course Fee**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 17, 2020

RE: Spring 2021 Hybrid Course Fee

The District has established a fee for courses delivered online or through a hybrid delivery. The fee assessed is \$35 per course.

COVID-19 has required IECC to make numerous changes to both our modalities of instruction and our physical classroom spaces in an attempt to create socially distant classrooms. For this reason, in August of this year the Board authorized the removal of the Online/Hybrid Course fee for hybrid courses during the Fall 2020 term.

As COVID-19 continues to impact IECC's course delivery, some courses must be built as hybrid that otherwise would have been fully face-to-face. Since the element of choice for many of the students of District 529 has been removed, I ask the Board's approval to repeal the Online/Hybrid Course Fee for hybrid delivery courses only for the Spring 2021 term.

RG/sc

**Agenda Item #8G**

**Resolution Establishing Tax Levy Hearing**

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: November 17, 2020  
RE: Resolution Establishing Tax Levy Hearing

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

The resolution which follows would:

- 1) Establish a fiscal year of July 1, 2021 – June 30, 2022.
- 2) Require the publication of a public notice of a hearing on the tax levy.
- 3) Require a hearing on December 8, 2020.
- 4) Notify the public that a tax levy would be adopted by the Board on December 8, 2020.

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

RG/akb  
Attachment

**RESOLUTION**

**ESTIMATED 2020 TAX LEVY**

**HEARING**

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2020 for taxes due and collectible in 2021:

1. Date of Fiscal Year: July 1, 2021 - June 30, 2022.
2. Publication of Notice of Public Hearing on Tax Levy: After November 24, 2020 and before December 1, 2020.
3. Public Hearing on Tax Levy: December 8, 2020, at the hour of 7:00 p.m. local time, Olney Central College, Olney, Illinois.
4. Adoption of Tax Levy: December 8, 2020, following the Public Hearing.

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

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Chairman, Board of Trustees Date

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Secretary, Board of Trustees Date

**Agenda Item #8H**

**2020 Estimated Tax Levy Resolution**

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: November 17, 2020  
RE: 2020 Estimated Tax Levy Resolution

Each year the Board of Trustees certifies the District's estimated tax levy for the year. The 2020 estimated tax levy resolution for taxes due and collectible in 2021 follows this memo.

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

The attached chart shows the historical tax levy of the District. The estimated tax rate for the 2020 levy is 42.85 cents per \$100 in equalized assessed valuation which is slightly lower than our 2019 levy and lower than our 20 year historical average.

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

RG/akb

Attachment

**RESOLUTION REGARDING ESTIMATED AMOUNTS  
NECESSARY TO BE LEVIED FOR THE YEAR 2020**

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 2019 was:

Education Purposes	\$2,925,000
Operations and Maintenance Purposes	1,257,306
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	790,000
Audit	<u>82,000</u>
Total	\$5,054,306

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2020 is as follows:

Education Purposes	\$3,115,000
Operations and Maintenance Purposes	1,325,000
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	1,075,000
Protection, Health and Safety Purposes	150,000
Audit	<u>80,000</u>
Total	\$5,745,000

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 2019 was \$2,188,350; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2020 is \$1,818,370.

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 2020, exclusive of bond and interest costs, is \$5,745,000.

**Section 2:** The aggregate amount of taxes estimated to be levied for the year 2020, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2019.

**Section 3:** The aggregate amount of taxes estimated to be levied for the year 2020 for debt service is a 16.9% decrease from the taxes extended for debt service for 2019.

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

Marshall Advocate, Clark County  
Robinson Daily News, Crawford County  
Toledo Democrat, Cumberland County  
The Prairie Post, Edwards County  
McLeansboro Gazette, Hamilton County  
Lawrenceville Daily Record, Lawrence County  
Wayne County Press, Wayne County  
The Hometown Register, Clay County, Jasper County,  
Richland County, Wabash County & White 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 2020 will be held on December 8, 2020, at 7:00 p.m. at Olney Central College, Olney, 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 2019 were \$5,054,306.

The proposed corporate and special purpose property taxes to be levied for 2020 are \$5,745,000. This represents a 13.7% increase over the previous year extension.

- III. The property taxes extended for debt service for 2019 were \$2,188,350.

The estimated property taxes to be levied for debt service and public building commission leases for 2020 are \$1,818,370. This represents a 16.9% decrease from the previous year.

- IV. The total property taxes extended or abated for 2019 were \$7,242,656.

The estimated total property taxes to be levied for 2020 are \$7,563,370. This represents a 4.4% increase over the previous year extension.

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

ADOPTED this 17th day of November 2020.

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

**Illinois Eastern Community Colleges  
Tax Levy History**

It is necessary to certify our tax levies for tax year 2020. This information and that of prior years is presented below to assist in evaluating next year's levy.

<b>TAX YEAR</b>	<b>ACTUAL EAV</b>	<b>EDUCATIONAL LEVY</b>	<b>BUILDING LEVY</b>	<b>OPERATING LEVY</b>	<b>OPERATING TAX EXTENSION</b>	<b>ACTUAL EXTENSION TAX RATE</b>	
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	1,582,056,888	2,825,000	1,226,500	4,051,500	3,955,636	43.95	
2019	1,676,407,734	2,925,000	1,270,000	4,195,000	4,182,306	42.95	
						<u>43.84</u>	Average
Estimated:							
2020	1,734,661,438	3,115,000	1,325,000	4,440,000	4,374,654	42.85	(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.

**Agenda Item #8I**

**FY2020 Audit**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 17, 2020

RE: FY2020 Audit

CliftonLarsonAllen LLP, has completed the financial statement audit of Illinois Eastern Community Colleges for the year ended June 30, 2020. The audit team spent a total of three weeks on sight performing their audit over the financial statements and the federal awards schedule.

The Audit Committee comprised of Trustee John Brooks and Trustee Jan Ridgley met with the Chancellor, the Chief Financial Officer, and the independent auditors on November 10, 2020.

The Department of Education has not yet finalized the compliance requirements for the federal dollars awarded through the CARES Act. Accordingly, CliftonLarsonAllen LLP has not been able to complete its testing over the federal programs of the District. However, the financial statement audit of the District remains due to the ICCB by December 31. CliftonLarsonAllen expects to complete its testing over the federal programs of the District in early 2021. A separate report will be issued at that time.

I ask that the Board pass the resolution to accept the audit and have it forwarded to the Illinois Community College Board by December 31, 2020.

RG/akb

Attachment

**RESOLUTION OF THE BOARD OF TRUSTEES**

**ANNUAL AUDIT**

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

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

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

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

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

By order of the Board of Trustees.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

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

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: November 17, 2020  
RE: Annual Financial Report

Pursuant to Section 3-22.2 of the Public Community College Act, each district is required to annually publish a financial statement prior to December 31, in a newspaper of general circulation in the district. A copy of this publication must be filed with the ICCB by December 31.

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

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

RG/akb

Attachment

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

**ANNUAL FINANCIAL REPORT  
For the Fiscal Year Ended June 30, 2020**

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: \$ 1,676,407,734  
Total District Bonded Debt: \$ 6,685,000

Tax Revenues:	<u>Extensions</u>	<u>Rates</u>
Education Fund	\$ 2,925,000	0.00175
Operations and Maintenance Fund	\$ 1,257,306	0.00075
Bond and Interest Fund	\$ 2,188,350	0.00128
Liability, Protection, and Settlement Fund	\$ 790,000	0.00047
Audit Fund	\$ 82,000	0.00005

**STATEMENT OF REVENUE AND EXPENDITURES  
For the Fiscal Year Ended 2020**

<u>REVENUE BY SOURCE</u>	<u>Education Fund</u>	<u>Operations &amp; Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Other Tax Funds</u>
Local Government	\$ 3,123,819	\$ 1,578,917	\$ 2,166,495	\$ 876,447
State Government	12,926,260	-	-	24,491
Federal Government	-	-	-	-
Student Tuition and Fees	11,797,387	1,267,500	-	-
Other Sources	371,489	261,526	11,024	3,990,611
<b>TOTAL REVENUE</b>	<b>28,218,955</b>	<b>3,107,943</b>	<b>2,177,519</b>	<b>4,891,549</b>
 <u>EXPENDITURES BY PROGRAM</u>				
Instruction	11,633,226	-	-	-
Academic Support	461,706	-	-	-
Student Services	1,736,265	-	-	-
Public Services	5,913	-	-	-
Auxiliary Enterprises	-	-	-	-
Operation and Maintenance of Plant	48,831	2,920,264	-	46,025
Institutional Support	6,084,986	227,037	2,160,925	2,107,937
Scholarships, Student Grants, and Waivers	6,156,184	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>26,127,111</b>	<b>3,147,301</b>	<b>2,160,925</b>	<b>2,153,962</b>
OTHER FINANCING USES: Operating Transfers-In / (Out)	(1,597,967)	55,185	-	-
Excess (or Deficiency) of Revenue over Expenditures and Other Financing Uses	493,877	15,827	16,594	2,737,587
FUND BALANCE (Deficit), July 1, 2019	8,481,174	2,934,103	407,620	1,420,597
FUND BALANCE (Deficit), June 30, 2020	\$ 8,975,051	\$ 2,949,930	\$ 424,214	\$ 4,158,184

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 (8) eight Vocational Skills areas and GECC Credential.

In addition, Frontier Community College offers (20) twenty 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 (22) twenty-two Certificates in Career and Technical Education and (8) eight Associate in Applied Science Degrees in Career and Technical Education.

Olney Central College offers (29) twenty-nine Certificates in Career and Technical Education and (15) fifteen Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (33) thirty-three Certificates in Career and Technical Education and (16) sixteen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

<i>Headcount: 21,886</i>	<i>Full-time Equivalent: 3,305</i>
Staff Data: Full-time 268	Part-time: 628

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, 2019 through June 30, 2020.

Dated at Olney, Illinois, this 17th day of November 2020.

Chairman, Board of Trustees: \_\_\_\_\_

G. Andrew Fischer

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

Renee Smith

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

Ryan Hawkins

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

Equal Opportunity Officers:

Bonnie Chaplin, IECC District Office, Olney, IL

Paul Bruinsma, Frontier Community College, Fairfield, IL

Brent Todd, Lincoln Trail College, Robinson, IL

Andrea Pampe, Olney Central College, Olney, IL

Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

**Agenda Item #8K**  
**Reimbursement Resolution**

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: November 17, 2020  
RE: Reimbursement Resolution

Illinois Eastern Community Colleges placed \$3,559,100 in an irrevocable trust at First National Bank in Olney on October 29, 2020. The purpose of this trust is to hold the local share of funds for the completion of two new capital projects to be constructed through Rebuild Illinois in partnership with the Illinois Capital Development Board.

Under Internal Revenue Service Regulations concerning the use of tax-exempt financing, an entity may make an official declaration of its intent to reimburse for expenditures previously made through future bond proceeds. The official declaration must be properly made within sixty (60) days after the date the expenditure was paid. The period of reimbursement must be made up to three (3) years after the date of the expenditure.

The attached resolution makes the official declaration of Illinois Eastern Community Colleges intent to reimburse itself for the capital projects placed in trust on October 29, 2020. It establishes the maximum amount to be reimbursed at \$3,559,100. **This resolution in no way binds to Board to issue future bonds for reimbursement, but does provide an avenue to issue tax-exempt bonds for this purpose if the Board so desires.**

I ask the Board's approval of the resolution expressing official intent to reimburse from proceeds of an obligation to be issued by Illinois Eastern Community Colleges District #529.

RG/akb  
Attachment

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, in said Community College District at 7:00 o'clock P.M., on the 17th day of November, 2020.

\* \* \*

The meeting was called to order by the Chairman, and upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely and Sutton Dunn (non-voting student trustee).

The following Trustees were allowed by a majority of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

No Trustee was not permitted to attend the meeting by video or audio conference.

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

\_\_\_\_\_

The Chairman announced that the District has developed a list of capital projects for which it reasonably expects to reimburse itself for the expenditures related thereto with the proceeds of an obligation and that the Board of Trustees would consider the adoption of a resolution expressing its official intent with regard to such expenditures.

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

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

\* \* \*

WHEREAS, the Board of Trustees (the “*Board*”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), has developed a list of capital projects described in *Exhibit A* hereto (the “*Projects*”); and

WHEREAS, all or a portion of the expenditures relating to the Projects (the “*Expenditures*”) (i) have been paid within the 60 days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the District reasonably expects to reimburse itself for the Expenditures with the proceeds of an obligation:

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

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

*Section 2. Intent to Reimburse.* The District reasonably expects to reimburse the Expenditures with proceeds of an obligation.

*Section 3. Maximum Amount.* The maximum principal amount of the obligation expected to be issued for the Projects is \$3,559,100.

*Section 4. Ratification.* All actions of the officers, agents and employees of the District that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

*Section 5. Severability.* If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

*Section 6. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted November 17, 2020.

---

Chairman, Board of Trustees

---

Secretary, Board of Trustees

## **EXHIBIT A**

### **DESCRIPTION OF CAPITAL PROJECTS**

Construction of an Applied Technology Center at Olney Central College and the Technology Center at Lincoln Trail College.

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

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

Upon the roll being called, the following Trustees voted AYE: G. Andrew Fischer, Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely.

and the following Trustees voted NAY: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Secretary, Board of Trustees

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF RICHLAND        )

**CERTIFICATION OF MINUTES AND RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “Board”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 17th day of November, 2020, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Act and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 17th day of November, 2020.

---

Secretary, Board of Trustees

**Agenda Item #8L**  
**Audit Request for Proposals**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 17, 2020

RE: Audit Request for Proposals

The District has utilized the services of CliftonLarsonAllen (CLA) LLP for many years to provide the annual financial statement audit of the District. To encourage competition and to create an opportunity to do business with the District, a Request for Proposals was issued to nine (9) CPA firms for the year ended June 30, 2021 – 2023 financial statement audit. The list was accumulated from recommendations within the Illinois Community College CFO’s network and from a review of CPA firms currently performing work for one of the thirty-nine community colleges. Proposals were received from both local and national firms with experience in auditing in the higher education industry. Six (6) firms submitted proposals for review and their fees for the three-year cycle are as follows:

Firm	Year 1	Year 2	Year 3	Three-year total	Y1 to Y3 % change
Martin Hood	\$60,000	\$62,000	\$64,000	\$186,000	6.25%
CLA (Clifton)	\$65,100	\$66,900	\$68,880	\$200,880	5.38%
Kemper CPA	\$67,650	\$69,680	\$72,120	\$209,450	6.19%
Sikich LLP	\$71,500	74,000	\$76,500	\$222,000	6.54%
RSM	\$74,500	\$77,500	\$80,500	\$232,500	7.45%
WIPFLI	\$77,000	\$77,600	\$78,450	\$233,050	1.85%

A committee of District staff including Ryan Hawkins, Bonnie Chaplin, and Andrea Puckett was formed to review and evaluate the proposals submitted based on quality-based criteria which included; *overall cost of audit, adherence to requested RFP requirements, firm being licensed in Illinois, depth of experience auditing community colleges, prior government auditing experience, prior single audit experience, student financial aid experience, Department of Education grant experience, and Department of Education contacts.*

At the conclusion of the evaluation of each firm, the committee ended with Clifton, Larson, Allen, and Sikich as the highest-ranked firms with RSM, WIPFLI, and Martin Hood all holding essentially the same final score.

I ask the Board to select and approve one of these proposals for audit and other professional services as submitted.

RG/sc

**Agenda Item #9**

**BID COMMITTEE REPORT**

**November 17, 2020**

**Frontier Community College**

**1. Nursing Simulator Manikin**

**MEMORANDUM**

TO: Board of Trustees  
FROM: Bid Committee  
DATE: November 17, 2020  
RE: Nursing Simulator Manikin

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 Pocket Nurse for a total of \$27,328.69.

<b>Company</b>	<b>Total Bid</b>
CAE Healthcare Sarasota, FL	\$11,912.82
Laerdal Wappingers Falls, NY	\$30,906.70
Pocket Nurse Monaca, PA	\$27,328.69
Simulaids, Inc. (Nasco Healthcare) Saugerties, NY	\$31,500.00

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Renee Smith

Department: Nursing.

Source of Funds: \$25,000.00 Perkins Budget (65032O-5032OI-8600-108) and \$2,328.69 Nursing Budget (012-B5116O-8600-104).

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

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

## **REQUEST FOR PROPOSAL**

### **ILLINOIS EASTERN COMMUNITY COLLEGES**

#### **TIME AND PLACE OF BIDS**

Notice is hereby given that sealed bids for a Nursing Simulator Manikin shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL, 62450 until 10:00 a.m. local time, on Monday, November 9, 2020, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

#### **METHOD OF BIDDING**

Unit Costs Bids will be received for the following:

- (1) Nursing Anne Simulator – Includes Full Body Manikin with Articulating Arms and Legs. Includes Brunette Wig, Brown Pupil Set, Ostomy Set, Blood Pressure Cuff, Manikin Lubricant Spray, Simulated Blood, Adult Gown and Quick Set Up Guide.
- (1) SimPad PLUS Only (US) – SimPad PLUS Only (Handheld Remote) 204-50150 LLEAP for SimPad PLUS Software License Required for Operation.
- (1) LLEAP for SimPad PLUS – Includes License Key Providing Access to Manual Mode, Automatic Mode, and Log Viewer Application.
- (1) All in One Panel PC.
- ValuePlus Nursing Anne Simulator Platinum – Includes Installation, Extended Warranty, Loaner Coverage, and Preventative Maintenance on Site.

Bids should include all items bid as one contract price.

#### **PREPARATION OF BIDS**

Bids shall be executed in accordance with attached forms and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project.

#### **METHOD OF BID EVALUATION**

Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

#### **SALES TAX**

Retailers Occupational Sales Taxes are not applicable for this project.

#### **SHIPPING & HANDLING**

All freight and delivery must be included in bid.

## **SPECIAL PROVISIONS**

Funds are being provided through Perkins Postsecondary Education grants passed through the Illinois Community College Board.

Nondiscrimination: There will be no discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin by the owner or contractor.

Certification of Eligibility: Prior to contract award, all bidders must certify that neither it nor any person or firm that has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

No subcontracts shall be made to any person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Debarment, Suspension, Ineligibility, and Voluntary Exclusions: No contract will be awarded to a bidder, nor its principals, that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

## **Specifications for Nursing Simulator Manikin**

### **NURSING SIMULATOR MANIKIN**

- (1) Nursing Anne Simulator - Includes Full Body Manikin with Articulating Arms and Legs as well as Brunette Wig, Brown Pupil Set, Ostomy Set, Blood Pressure Cuff, Manikin Lubricant Spray, Simulated Blood, Adult Gown and Quick Set Up Guide.
- (1) SimPad PLUS Only (US) – SimPad PLUS Only (Handheld Remote) 204-50150 LLEAP for SimPad PLUS Software License Required for Operation.
- (1) LLEAP for SimPad PLUS – Includes License Key Providing Access to Manual Mode, Automatic Mode, and Log Viewer Application.
- (1) All in One Panel PC.
- ValuePlus Nursing Anne Simulator Platinum – Includes Installation, Extended Warranty, Loaner Coverage, and Preventative Maintenance on Site.

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO FRONTIER COMMUNITY COLLEGE, 2 FRONTIER DRIVE, FAIRFIELD, ILLINOIS 62837. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.**

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

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

SIGNATURE \_\_\_\_\_

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

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

DATE \_\_\_\_\_

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

**Agenda Item #10**

**District Finance**

**A. Financial Report**

**B. Approval of Financial Obligations**

<b>ILLINOIS EASTERN COMMUNITY COLLEGES</b>	
<b>DISTRICT #529</b>	
<b>TREASURER'S REPORT</b>	
<b>October 31, 2020</b>	
<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$ 7,575,731.53</b>
<b>Operations &amp; Maintenance</b>	<b>2,488,928.27</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>3,411,685.70</b>
<b>Bond &amp; Interest</b>	<b>1,887,412.94</b>
<b>Auxiliary</b>	<b>2,179,859.29</b>
<b>Restricted Purposes</b>	<b>(582,783.13)</b>
<b>Working Cash</b>	<b>3,422,295.87</b>
<b>Trust &amp; Agency</b>	<b>626,758.72</b>
<b>Audit</b>	<b>3,599.94</b>
<b>Liability, Protection &amp; Settlement</b>	<b>716,039.62</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 21,729,528.75</b>
<b>Respectfully submitted,</b>	
<b>Ryan Hawkins, Treasurer</b>	

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
October 31, 2020

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>ASSETS</b>						
Cash	\$ 7,591,032	\$ 2,488,928	\$ 3,411,686	\$ 1,887,413	\$ 2,200,359	\$ (582,783)
Investments	-	1,500,000	-	-	5,323,245	-
Accounts Receivable	1,392,960	218,550	-	-	350,683	-
Other Receivables	618,390	-	-	-	-	252,596
Restricted Cash	-	-	3,785,384	-	-	-
Inventory	-	-	-	-	525,167	-
Other Assets	-	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-	-
<b>Total Assets</b>	<b>\$ 9,602,382</b>	<b>\$ 4,207,478</b>	<b>\$ 7,197,070</b>	<b>\$ 1,887,413</b>	<b>\$ 8,399,454</b>	<b>\$ 150,455</b>
<b>LIABILITIES</b>						
Accounts Payable	\$ 11,364	\$ 9,908	\$ -	\$ -	\$ (1,066)	\$ 5,272
Accrued Payroll Liabilities	27,072	-	-	-	-	-
Other Accrued Liabilities	129,617	-	40,332	-	76,271	181
Due to Other Funds	-	-	-	-	-	-
<b>Total Liabilities</b>	<b>168,053</b>	<b>9,908</b>	<b>40,332</b>	<b>-</b>	<b>75,205</b>	<b>5,453</b>
<b>FUND BALANCES</b>						
Non-Spendable	-	-	-	-	525,167	-
Restricted	-	4,197,570	7,156,738	1,887,413	-	145,002
Unassigned	9,434,329	-	-	-	7,799,082	-
<b>Total Fund Balances</b>	<b>9,434,329</b>	<b>4,197,570</b>	<b>7,156,738</b>	<b>1,887,413</b>	<b>8,324,249</b>	<b>145,002</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 9,602,382</b>	<b>\$ 4,207,478</b>	<b>\$ 7,197,070</b>	<b>\$ 1,887,413</b>	<b>\$ 8,399,454</b>	<b>\$ 150,455</b>

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
October 31, 2020

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>ASSETS</b>					
Cash	\$ 3,422,296	\$ 626,759	\$ 3,600	\$ 716,040	\$ 21,765,330
Investments	3,001,755	-	-	-	9,825,000
Accounts Receivable	-	-	-	-	1,962,193
Other Receivables	-	43,526	-	-	914,512
Restricted Cash	-	-	-	-	3,785,384
Inventory	-	-	-	-	525,167
Other Assets	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-
<b>Total Assets</b>	<b>\$ 6,424,051</b>	<b>\$ 670,285</b>	<b>\$ 3,600</b>	<b>\$ 716,040</b>	<b>\$ 39,258,228</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 25,478
Accrued Payroll Liabilities	-	-	-	-	27,072
Other Accrued Liabilities	-	-	-	-	246,401
Due to Other Funds	-	-	-	-	-
<b>Total Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>298,951</b>
<b>FUND BALANCES</b>					
Non-Spendable	6,413,656				6,938,823
Restricted	10,395		3,600	716,040	14,116,758
Unassigned	-	670,285	-	-	17,903,696
<b>Total Fund Balances</b>	<b>6,424,051</b>	<b>670,285</b>	<b>3,600</b>	<b>716,040</b>	<b>38,959,277</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 6,424,051</b>	<b>\$ 670,285</b>	<b>\$ 3,600</b>	<b>\$ 716,040</b>	<b>\$ 39,258,228</b>



**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2019-2021**

College	Category	FISCAL YEAR 2019			FISCAL YEAR 2020			FISCAL YEAR 2021			% of Year
		Budget	Spent Thru October	% of Bdgt	Budget	Spent Thru October	% of Bdgt	Budget	Spent Thru October	% of Bdgt	
Frontier	Bills		\$ 228,864			\$ 252,908			\$ 185,496		
	Payroll		620,382			590,249			603,450		
	Waivers		444,210			430,104			318,273		
	Totals	\$ 4,550,604	1,293,456	28%	\$ 4,370,599	1,273,261	29%	\$ 3,899,789	1,107,219	28%	33%
Lincoln Trail	Bills		370,186			365,463			\$ 355,876		
	Payroll		614,487			593,745			671,609		
	Waivers		448,520			463,595			672,706		
	Totals	\$ 4,788,234	1,433,193	30%	\$ 5,365,117	1,422,803	27%	\$ 4,943,901	1,700,191	34%	33%
Olney Central	Bills		617,124			527,316			\$ 443,771		
	Payroll		1,179,898			1,219,867			1,265,776		
	Waivers		373,989			455,703			510,634		
	Totals	\$ 7,449,755	2,171,011	29%	\$ 7,669,580	2,202,886	29%	\$ 7,047,772	2,220,181	32%	33%
Wabash Valley	Bills		431,052			495,982			\$ 404,754		
	Payroll		805,334			809,774			902,637		
	Waivers		647,574			866,244			751,512		
	Totals	\$ 6,236,897	1,883,960	30%	\$ 6,449,215	2,172,000	34%	\$ 5,988,433	2,058,903	34%	33%
Workforce Educ.	Bills		79,345			70,933			\$ 53,827		
	Payroll		265,998			278,962			272,262		
	Waivers		988,620			3,665			368,975		
	Totals	\$ 4,258,339	1,333,963	31%	\$ 4,396,670	353,560	8%	\$ 3,349,386	695,064	21%	33%
District Office	Bills		111,117			90,535			\$ 74,482		
	Payroll		327,575			317,650			312,463		
	Waivers		-			-			-		
	Totals	\$ 1,519,023	438,692	29%	\$ 1,551,484	408,185	26%	\$ 1,410,117	386,945	27%	33%
District Wide	Bills		745,363			666,489			\$ 673,225		
	Payroll		254,456			264,271			256,430		
	Waivers		90,525			124,876			75,896		
	Totals	\$ 2,883,536	1,090,344	38%	\$ 3,107,121	1,055,636	34%	\$ 3,576,315	1,005,551	28%	33%
<b>GRAND TOTALS</b>		<b>\$31,686,388</b>	<b>\$ 9,644,619</b>	<b>30%</b>	<b>\$ 32,909,786</b>	<b>\$ 8,888,331</b>	<b>27%</b>	<b>\$30,215,713</b>	<b>\$ 9,174,054</b>	<b>30%</b>	<b>33%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**Operating Funds Expense Report**

**October 31, 2020**

	FY 2021		FY 2020		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	4,284,627	46.70%	\$ 4,074,518	45.84%	\$ 210,109	5.157%
Employee Benefits	694,384	7.57%	750,177	8.44%	(55,793)	-7.437%
Contractual Services	308,978	3.37%	511,276	5.75%	(202,298)	-39.567%
Materials	620,065	6.76%	496,498	5.59%	123,567	24.888%
Travel & Staff Development	16,866	0.18%	46,050	0.52%	(29,184)	-63.375%
Fixed Charges	112,004	1.22%	55,832	0.63%	56,172	100.609%
Utilities	319,976	3.49%	374,097	4.21%	(54,121)	-14.467%
Capital Outlay	84,076	0.92%	193,952	2.18%	(109,876)	-56.651%
Other	2,733,078	29.79%	2,385,931	26.84%	347,147	14.550%
	<u>\$ 9,174,054</u>	<u>100.00%</u>	<u>\$ 8,888,331</u>	<u>100.00%</u>	<u>\$ 285,723</u>	<u>3.215%</u>

**Agenda Item #11**

**Executive Session**

**Agenda Item #12**

**Approval of Executive Session Minutes**

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

**Agenda Item #13**

**Approval of Personnel Report**

## **MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Ryan Gower  
**DATE:** November 13, 2020  
**RE:** Personnel Report

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

## **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Salary Adjustment**
- 400.4. Resignation Ratifications**

# PERSONNEL REPORT

## **400.1. Employment of Personnel**

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

1. Carrie Hallam, Information Technology Trainer/Support, DO, effective November 18, 2020.

## **400.2. Change in Status**

### **B. Administrative**

2. Alyssa Maglone, Coordinator of Curricular Reporting & Articulation, DO, to Assistant Dean of Academic Services, DO, effective January 5, 2021.

## **400.3. Salary Adjustment**

### **A. Classified**

1. Jacquelyn Shamhart, Administrative Assistant to the Dean and President, LTC, effective December 1, 2020.

## **400.4. Resignation Ratifications**

### **A. Faculty**

1. Joseph Lampley, Workforce Education Instructor, effective November 28, 2020.

### **B. Classified**

1. Kimberly Venters, Administrative Assistant, FCC, effective November 12, 2020.

**Agenda Item #14**

**Collective Bargaining**

**Agenda Item #15**

**Litigation**

**Agenda Item #16**

**Other Items**

**Agenda Item #17**

**Adjournment**

