

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**August 20, 2019**



**Location:**

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

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

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

**Illinois Eastern Community Colleges  
Board Agenda**

**August 20, 2019  
7:00 p.m.  
Lincoln Trail College  
Cafeteria**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... Fischer
3. Recognition of Visitors and Guests ..... Interim CEO Holt
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval) ..... Holt
  - A. 500.4 Course Repeat
7. Policy Second Reading ..... Holt
  - A. None
8. Staff Recommendations for Approval
  - A. Articulation Agreement with SIU-C ..... Martin
  - B. Articulation Agreement with Palmer College of Chiropractic ..... Martin
  - C. Program Review Report 2019 ..... Martin
  - D. Athletic Training Agreement – OCC ..... Holt
  - E. Athletic Training Agreement – FCC ..... Holt
  - F. Paramedic Education Program Agreement ..... Holt
  - G. OPEID Number ..... Holt
  - H. Tentative Budget Fiscal Year 2020 ..... Holt
  - I. Appointment of Search Committee ..... Holt

- 9. Bid Committee Report..... Holt
  - A. Economic Development Administration Grant
    - 1. Equipment Contracts
- 10. District Finance
  - A. Financial Report ..... Hawkins
  - B. Approval of Financial Obligations ..... Hawkins
- 11. Chief Executive Officer’s Report..... Holt
- 12. Executive Session..... Holt
- 13. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes..... Holt
  - B. Audio Executive Session Minutes ..... Holt
- 14. Approval of Personnel Report ..... Holt
- 15. Collective Bargaining..... Holt
- 16. Litigation ..... Holt
- 17. Other Items
- 18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, August 20, 2019.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, James Lane, Jan Ridgely. Also present was Corey Hall, 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: In accordance with Board of Trustees Policy No. 100.4, the student trustee shall have an advisory vote, to be recorded in the Board Minutes. The advisory vote may not be counted in declaring a motion to have passed or failed.)

Also present at this meeting, in addition to trustees:

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

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, July 16, 2019 were presented for disposition.

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

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

**#3-A. Visitors & Guests:** Visitors and guests present were recognized, including several college staff members. Tona Ambrose's Pathways to Success class members were in attendance to observe the Board meeting.

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

**AGENDA #4 – "Public Comment"** – None.

**AGENDA #5 – "Reports"** –

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

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

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

**AGENDA #6 – "Policy First Readings (and Possible Approval)"** –

**#6-A. Policy 500.4 Course Repeat:** CAO Holly Martin reviewed revisions to better clarify the policy. The Interim CEO recommended that second reading be waived and that the following revised policy be approved:

STUDENT - 500

**Course Repeat Policy (500.4)**

Date Adopted: August 16, 1994

Revised: April 17, 2018

Revised: August 20, 2019 (pending Board approval)

- A. A student may repeat a course without formal written permission of the college when one of the following three conditions is met (indicating eligibility of credit hour grant funding):
1. If, during the student's first enrollment in the course, the student completed the course and earned less than a grade of C or withdrew after midterm, the student may enroll in the course one additional time;
  2. If a course has been approved by the ICCB to be repeated, the student may repeat the course as many times as approved by ICCB; or,
  3. If the last time the student completed the course was at least four years previously, and the student repeated the course to upgrade his/her skills in that area. This option may only be utilized once per course.
- The Board of Trustees established tuition rate shall apply.
- B. A student may repeat a course with formal written permission of the college when the student has previously completed the course and was claimed for credit hour grant funding. The student may be claimed for retaking the course if the student uses his/her option to retake the course tuition free under the college's educational guarantee program. Provisions

set forth in the Educational Guarantee Policies shall apply.

- C. When a student repeats a course that is not eligible for credit hour grant funding (eligibility outlined in section A above), all students, except international students, will pay the applicable out-of-state tuition rate for the course enrolled. For international students, the Board of Trustees established tuition rate shall apply.
- D. For courses that were approved by ICCB to be repeated, all grades will appear on the transcript and be calculated in the GPA.
- E. For any other courses that are repeated ~~When a course is repeated, all grades are recorded on the student's transcript. The higher of the grades and its credit will be used in computing the cumulative grade point average. The other course grade(s) will be suffixed with an "R" to indicate the course was repeated and will not be used in computing grade point average. unless the course is being repeated under conditions A.3. or B. above.~~

**Board Action:** Student Trustee Corey Hall made a motion that the second reading be waived and that the foregoing Course Repeat Policy 500.4 be approved as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #7- "Policy Second Readings"** – None.

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

**#8-A. Articulation Agreement with SIU-C:** - Holly Martin reviewed a Program Articulation Agreement between IECC and Southern Illinois University Carbondale that will allow IECC Associate in Applied Science graduates in Automotive Service Technology degree at Olney Central College, who meet SIU Carbondale admission requirements, to be considered for admission into SIU Carbondale's Bachelor of Science degree in Automotive Technology in the College of Applied Sciences and Arts. The Interim CEO recommended approval of the following articulation agreement with SIU-C.

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (Effective Date) by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TERM AND TERMINATION

- A. Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The

Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.

- B. Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

## II. TRANSFER REQUIREMENTS

- A. All graduates of Olney Central College with an Associate in Applied Science (A.A.S.) degree in Automotive Service Technology and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Automotive Technology (AUT) in the College of Applied Sciences and Arts based upon the Department's enrollment criteria and space availability.
- B. An Olney Central College graduate receiving an A.A.S. degree in Automotive Service Technology will be considered for admission to SIU Carbondale's Automotive Technology (AUT) program if the following are met:
1. The student has earned a minimum of 70 semester hours transferable to SIU Carbondale
  2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
  3. Confirmation by the SIU Carbondale College of Applied Sciences and Arts that the student has satisfactorily completed the following courses as part of the A.A.S. degree in Automotive Service Technology at Olney Central College:
    - AUM 1202-10, *Automotive Engine Performance*
    - AUM 1250-1, *Automotive Tech Orientation*
    - AUM 1265-3, *Automotive Engines*
    - AUM 1270-3, *Automotive Air Conditioning*
    - AUM 2215-2, *Automotive Service Internship*
    - AUM 2221-10, *Automotive Electronics*
    - AUM 2250-3, *Shop Organization & Management*
    - AUM 2261-10, *Automotive Drive Trains I*
    - AUM 2271-10, *Automotive Chassis Systems*
    - AUM 2276-3, *Hybrid & Alternative Fuels*
    - ENG 1111-3, *Composition I*
    - GEN 2297-2, *Employment Skills*
    - MTH 1104-4, *Quantitative Reasoning*

- SOCIAL SCIENCE-3
- HUMANITIES-3

- C. Acceptance into the Capstone Option reduces the University Core Curriculum for the A.A.S. degree recipient in Automotive Service Technology at Olney Central College pursuing the B.S. in Automotive Technology (AUT) at SIU Carbondale to 30 semester hours. This, along with taking the courses listed above as part of the A.A.S. degree makes it possible for the student to complete the B.S. in Automotive Technology (AUT) at SIU Carbondale in approximately 63 additional semester hours beyond the A.A.S. degree.
- D. Olney Central College students transferring to the Automotive Technology (AUT) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Applied Science degree requirements at Olney Central College will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department. These students will also not be eligible to receive the Capstone Option benefits and will be considered based upon the Department's enrollment criteria and space availability.
- E. Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Automotive Technology (AUT). Coursework may include University Core Curriculum as well as Automotive Technology major courses.

### III. COURSE DELIVERY

- A. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Olney Central College of any cancellation due to inadequate enrollment.
- B. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Olney Central College and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- C. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.

- D. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - E. This agreement permits students to enroll concurrently at SIU Carbondale and Olney Central College to complete the degree.
- IV. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
- A. Subject to federal and state guidelines, Olney Central College will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
  - B. Designate in writing a person or persons as point of contact between Olney Central College and SIU Carbondale on all matters relating to the courses delivered.
  - C. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - D. Permit students to enroll concurrently at SIU Carbondale and Olney Central College to complete a degree.
- V. PROGRAM ARTICULATION COMMUNICATION
- A. An SIU Carbondale College of Applied Sciences and Arts, Automotive Technology representative will communicate periodically with Olney Central College personnel in Automotive Service Technology for general advisement and degree planning purposes.
  - B. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Olney Central College students will be eligible to receive the Bachelor of Science degree in Automotive Technology (AUT), College of Applied Sciences and Arts, Southern Illinois University Carbondale.
  - C. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
  - D. The parties acknowledge that many student educational records are protected by the Family Education Rights and Privacy Act (FERPA) and that the written authorization of student(s) must be obtained before student data can be released to anyone. The parties agree that access to and release of student records shall be in accordance with FERPA.
  - E. Indemnification:

1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale's obligations under this Agreement.
  2. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College's obligations under this Agreement.
- F. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student's program instructor, supervisor, and SIU Carbondale's faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale's educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.
- G. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.
- H. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

**Board Action:** Trustee James Lane made a motion to approve the articulation agreement with Southern Illinois University at Carbondale as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Articulation Agreement with Palmer College of Chiropractic:** - Holly Martin reviewed an articulation agreement between Illinois Eastern Community Colleges and Palmer College of Chiropractic. This agreement will support the smooth transition between IECC colleges and Palmer College of Chiropractic. The Interim CEO recommended approval of the following agreement.

## **Agreement into Palmer College of Chiropractic's Bachelor of Science and Doctor of Chiropractic Degree program**

The purpose of this agreement is to enhance the transition of Associate Degree graduates from Illinois Eastern Community College into the Baccalaureate Degree program [which is offered in conjunction with the Doctor of Chiropractic curriculum] at Palmer College of Chiropractic's Davenport Campus. The following agreement shall establish the conditions under which students from Illinois Eastern Community College shall progress to upper division status. This agreement is without a specified termination date; however, either party may terminate the agreement at any time provided students then currently enrolled shall be allowed to complete their course of studies pursuant to the terms of the agreement in effect at the time of termination

Note: Students wishing to participate under the terms and conditions of this agreement must complete an Associate degree program at Illinois Eastern Community College.

- I. Articulation conditions for all Illinois Eastern Community College Associate Degree Graduates admitted to Palmer College of Chiropractic:
  - A. Palmer College of Chiropractic shall accept the required general education credits earned at Illinois Eastern Community College, applying them toward the equivalent lower division, general education requirements at Palmer College of Chiropractic.
  - B. Acceptance to Palmer College of Chiropractic will be contingent upon meeting all Palmer College of Chiropractic admissions requirements.
  - C. Illinois Eastern Community College courses not applied to Palmer College of Chiropractic general distribution, major or specialization will be accepted and applied as general elective credits.
  - D. Admissions, financial aid, advisement, and registration services will be provided by Palmer College of Chiropractic to those students who express an interest.
  
- II. Illinois Eastern Community College will provide the following:
  - A. Recruitment Table: Space on campus [Student Union] for promotion of Palmer College of Chiropractic.
  
  - B. Visit Awareness Marketing: Illinois Eastern Community College will actively promote baccalaureate degree-granting institution campus visits [i.e., posters, brochures].

**Board Action:** Trustee Al Henager made a motion to approve the articulation agreement with Palmer College of Chiropractic as presented. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. Program Review Report 2019:** - Holly Martin presented the Program Review Report. The report is a detailed review of certain programs and services. This is part of a continual process with a focus on quality, cost and need. The Interim CEO recommended approval of the Program Review Report 2019.

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

**#8-D. Athletic Training Agreement with Carle Richland Memorial Hospital – OCC:** Carle Richland Memorial Hospital has requested a renewal of the existing Athletic Training Services Agreement for an additional five-year period. It was noted that the agreement Section 1.5 should be amended to replace the number \$3,000,000 in annual aggregate insurance and should accurately read \$2,000,000 in annual aggregate insurance. The agreement should now read Section 5.1 Comprehensive General Public Liability Insurance. School agrees that at all times during the term of this Agreement that School shall carry general liability insurance with minimum coverage limits of \$1,000,000 each occurrence and ~~\$3,000,000~~ \$2,000,000 in the annual aggregate. Upon request by Carle, School shall provide a certificate evidencing such insurance. The Interim CEO recommended approval of extension of the current agreement as listed in full in the board agenda.

**Board Action:** Trustee Brenda Culver made a motion to approve the amended athletic training agreement for Olney Central College with Carle Richland Memorial Hospital as recommended. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. Athletic Training Agreement with Wabash General Hospital – FCC:** Wabash General Hospital has requested a renewal of the existing Athletic Training Services Agreement with Frontier Community College for an additional one-year period to cover academic year 2019-2020. The Interim CEO recommended approval of extension of the current agreement as listed in full in the board agenda.

**Board Action:** Trustee Al Henager made a motion to approve the athletic training services contract with Wabash General Hospital for Frontier Community College as listed in full in the board agenda. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. Paramedic Education Program Agreement:** Frontier Community College and Carle Richland Memorial Hospital are working to establish a nationally accredited paramedic education program. The following agreement will allow the IECC District to continue with the national accreditation process with a goal of enrolling students in the program for Spring Semester 2020.

## **PARTNERSHIP AGREEMENT**

This **PARTNERSHIP AGREEMENT** (“Agreement”) is made and entered into on as of the date of the last signature below (“Effective Date”) by and between Richland Memorial Hospital, Inc. d/b/a Carle Richland Memorial Hospital, an Illinois not-for-profit corporation (“Carle”), and Illinois Eastern Community Colleges/Frontier Community 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**, School is a public institution whose mission is to deliver exceptional education and services to improve the lives of its students and to strengthen the community; and

**WHEREAS**, Carle and School desire to collaborate in the delivery of a paramedic education program, which includes but is not limited to didactic, laboratory, hospital and field learning experiences (the “Program”) for the students enrolled pursuant to the terms and conditions below.

**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: THE PROGRAM**

- 1.1 **Standards**. The Program will be administered by the School in cooperation with Carle in an equitable fashion to provide high quality education in accordance with the Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions (“Standards”) of the Commission on Accreditation of Allied Health Education Programs (“CAAHEP”) thereby preparing competent entry-level Emergency Medical Technician-Paramedics in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains.
- 1.2 **Program Structure/Governance**. The Program shall have the structure that is set forth on Exhibit A, attached hereto and incorporated herein (“Program Structure”). In that Program Structure, there shall be a Governance Committee, under the umbrella/purview of the School’s Board of trustees and Carle’s Board of Trustees, may change from time to time upon mutual agreement of the Parties and as permitted in its charter. The Governance Committee shall meet at least annually and will be responsible for: (a) establishing, approving and reviewing periodically the goals, fair practices, policies, curriculum, Program associated costs, number of participants admitted, and learning domains of the Program; (b) designating an Advisory Committee; (c) ensuring adequate resources; and (d) any other responsibilities as set forth in its charter.

- 1.3 Periodic Reviews. The School and Carle agree that meetings between the Program Director, in conjunction with the Dean of Instruction, and appropriate faculty members may be held at least monthly to ensure the curriculum effectiveness of the Program as well as the fulfillment of the other responsibilities as required by the Standards.
- 1.4 Courses. School shall offer the appropriate courses and will provide qualified instructors that maintain the appropriate professional credentials for the Program's courses. As of the date of this Agreement, the courses shall include: EPM 1200 (CPR Fundamentals), EPM 2204 (Paramedic I), EPM 2205 (Paramedic II), EPF 1205 (Vehicle Operator Fundamentals), EPF 1219 (Technical Rescue Awareness), EPM 2202 (Advanced Cardiac Life Support), EPF 1224 (EP Hazardous Materials), EPM 2206 (Paramedic III), and EPM 2207 (Paramedic IV). The Parties agree and understand that this list may change from time to time as updated by the Governance Committee. These instructors shall be considered as adjunct faculty of the School and shall be under the direction of the Dean of Instruction at the School, in collaboration with the Program Director. School in collaboration with Carle will have the right to cancel a scheduled Program course at any time before classes commence if less than an adequate number of students have been registered and accepted.
- 1.5 Enrollment. School shall be responsible for the selection of students to the Program, which shall be based on criteria as set forth in the Program *Student Manual* and/or other official Illinois Eastern Community Colleges publications. The Parties agree that during the student's enrollment in the Program at the School, the faculty and staff shall be responsible for evaluation of each student's performance in accordance with established academic and clinical guidelines.
- 1.6 Students.
- (a) Upon enrollment, the student in the Program with the same status, privilege, opportunities, resources and responsibilities as are available and applicable to all students enrolled in other programs. Moreover, each Party shall enforce all policies and procedures that applicable to the students in the Program.
  - (b) A student whose performance does not meet these established guidelines may be subject to academic probation or, if deemed necessary by the Program Director, in conjunction with the Dean of Instruction, dismissed from the Program. A student has the right to due process, and may appeal such dismissal as provided for in the *Student Manual* and/or other official publication(s). Moreover, it is understood that the student will not interfere with the primary mission of the care and treatment of the patient while on site at Carle, which shall at all times remain the responsibility of Carle. Students will be identified as such to all patients and will not participate in patient care if the patient objects. Carle reserves the right to terminate the student from Carle or its associated facilities 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 and staff. Carle, at its sole discretion, may refuse access to its clinical areas or otherwise restrict activities of the Student when deemed necessary or desirable

for patient care and welfare, or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.

- (c) Each student is required to complete health requirements as set forth in the *Student Manual* and/or other official publication(s) prior to commencement in the hospital/field activities of the Program. Each student shall be required to provide proof of required immunizations and background check as set forth in the *Student Manual* and/or other official publication(s), and must be able to perform his/her activities in the Program in such a manner as to not pose a direct threat to the health or safety of others.
- 1.7 Certificate/Degree. Upon successful completion of all academic and other Program requirements, a degree and/or certificate will be awarded by the School to the student.
  - 1.8 Recruitment/Marketing. Each Party agrees to actively promote, publicize and recruit students to the Program through publications and other events. Each Party grants to the other a limited license to use and reproduce the name, logo, trademarks or symbols ("Marks") to the other for the sole purpose of actively promoting, publicizing and recruiting for the Program under this Agreement. Prior to use of any such Marks, each Party must approve the materials to be published and/or displayed. Upon termination of this Agreement, the license granted under this section shall be terminated.
  - 1.9 Clinical Affiliation Agreements. School shall be responsible for executing any necessary affiliation agreements to allow students to participate in any field experience or rotations with health care agencies.
  - 1.10 Liability. Each Party accepts the responsibility for its own conduct and the conduct of its respective officers, directors, employees, agents, successors and assigns with respect to the losses, claims, actions, demands, liabilities, damages, costs and expenses that may arise from a Parties obligations under this Agreement or the Applicable Laws.

## **ARTICLE II: PROGRAM FUNDING, TUITION & RESOURCES**

- 2.1 Staffing. Carle will provide and fund the Program Director and Medical Director positions for the Program. The School shall fund all other qualified instructors for the courses within the Program. The reporting relationship shall be set forth on Exhibit A in the Program Structure.
- 2.2 Space, Equipment, Supplies. School shall provide classrooms, equipment, and supplies for all courses it provides in the Paramedic curriculum that are part of this Agreement, but are not taught at Carle or its associated facilities. Carle shall provide classrooms, equipment, and supplies for all courses in the Paramedic curriculum taught at Carle or its associated facilities as part of this Agreement.

- 2.3 Tuition. The tuition and fees for the Program shall set in accordance with the School's tuition and fee schedule. The students shall pay all tuition and fees to the School as well as be responsible for their books, uniforms, meals, housing, and any other like expenses while enrolled in the Program.

### **ARTICLE III: CONFIDENTIALITY & COMPLIANCE WITH LAW**

Confidentiality. Each Party recognizes that during the course of contract performance, it may acquire confidential business information, trade secrets, intellectual property, or other proprietary information either (i) that is marked in whole or in part as confidential; or (ii) that would otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself ("Confidential Information") (in such case as the "Receiving Party") from the other Party (in such case the "Disclosing Party"). Receiving Party agrees to keep all Confidential Information of this nature in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any Confidential Information. Upon termination or expiration of this Agreement, Receiving Party shall deliver all data, records, information or documents produced or acquired during the performance of this Agreement and all copies thereof to the Disclosing Party.

- 3.1 FERPA. The Parties agree to comply with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g) ("FERPA") as it pertains to education records kept by either Party relating to a student in the Program. Any consents required to be given as it relates to such records in order to share between School and Carle shall be collected by School.
- 3.2 Compliance with Law. The Parties believe that this Agreement complies with all relevant laws and regulations, specifically including but not limited to the Medicare/Medicaid Fraud and Abuse Anti-Kickback Statute, Stark Law, Health Insurance Portability & Accountability Act ("HIPAA") or its implementing regulations and the provisions of the Internal Revenue Code and its regulations that pertain to tax exemption. If at any time this Agreement is found to violate any law or regulation, or if either party has a reasonable belief that this Agreement creates a material risk of violating any law or regulation or jeopardizes the tax exempt status of Carle or any of its affiliates, then such Party shall provide written notice to the other Party along with an opinion of counsel. If within ninety (90) days from a Party first providing written notice to the other Party of the need to amend the Agreement, the Parties, acting in good faith, are: (a) unable to mutually agree upon and make amendments or alterations to the Agreement to meet the requirements in question; or (b) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either Party may terminate the Agreement upon thirty (30) days prior written notice.

## **ARTICLE IV: TERM & TERMINATION**

- 4.1 Term. This Agreement shall commence on the Effective Date and will remain in effect for a period of three (3) years (“Initial Term”) and thereafter shall automatically review for one (1) year periods (each a “Renewal Term”) unless otherwise terminated as provided herein. Initial Term and Renewal Term may be collectively be referred to herein as “Term”.
- 4.2 Termination. This Agreement shall be terminated on the occurrence of any of the following events:
- (a) Termination by Agreement. This Agreement may be terminated at any time upon the terms set forth in a written document signed by both Parties.
  - (b) 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.
  - (c) Termination Without Cause. This Agreement may be terminated without cause, and for any reason, by providing the other Party ninety (90) days’ written notice prior to the end of the academic term of the School.
  - (d) Loss of Accreditation. If either Party receives notice of possible loss of accreditation that will impact the continuation of the Program, that Party shall be required to notify the other Party in writing within five (5) business days. School shall within a reasonable period of time notify all students attending the Program of such loss or impending loss.
- 4.3 Effect of Termination. 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 and such termination is not due to loss of accreditation, Students who are participating in a Program at the time of termination and are in good standing shall be allowed to complete the Program under the terms and conditions set forth in this Agreement.

## **ARTICLE V: GENERAL PROVISIONS**

- 5.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and Students, 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.
- 5.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.

- 5.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 5.4 Warranty of Non-Exclusion. By execution of this Agreement, each Party represents and warrants to the other that it and its faculty participating in the Program (collectively “School”) has 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.
- 5.5 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 5.6 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.
- 5.7 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.

**School:**  
Illinois Eastern Community Colleges  
233 E. Chestnut Street  
Olney, IL 62450

**Carle:**  
Carle Richland Memorial Hospital  
800 E. Locust Street  
Olney, IL 62450  
Attn: Legal Services

- 5.8 Statement of Non-Discrimination. Both Parties shall abide by applicable State and Federal non-discrimination laws and 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 in either the selection of students for participation in the Program, or as to any aspect of the Program; provided, however, that with respect to disability, the disability must not be such as would even with reasonable accommodation, in and of itself, preclude the student's effective participation in the Program. Neither the School nor Carle guarantees acceptance of a specific number of students.
- 5.9 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.
- 5.10 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.
- 5.11 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 5.12 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, including but not limited to students, under this Agreement and that there are no third party beneficiaries to this Agreement.
- 5.13 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.
- 5.14 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.

- 5.15 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 James Lane made a motion to approve the foregoing Paramedic Education Program Agreement between IECC and Carle Richland Memorial Hospital for FCC's paramedic education program. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. OPEID Number:** Illinois Eastern Community Colleges currently operate under Office of Post Secondary Education Identification Numbers (OPE ID); one for each of the four Colleges and one for the District. The District utilizes these identification numbers to be eligible for Title IV, Title III, and other Department of Education funding. Following consultation with the Department of Education, it is recommended that the District have one OPE ID number for the IECC District with the Department of Education. The Interim CEO recommended approval of one OPE ID number for the IECC District with the Department of Education.

**Board Action:** Trustee Al Henager made a motion to approve one OPE ID number for the IECC District with the Department of Education. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lan, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustee abstaining from the vote: John Brooks. Trustees Absent: None. The motion having received 6 yea votes, one abstention, and 0 nay votes, the Chair declared the motion carried.

**#8-H. FY2020 Tentative Budget:** Prior Board action required that the tentative budget be made available to the public by August 7 and mailed to the Board of Trustees. The tentative budget will remain available for public inspection through the scheduled September 17 Budget Hearing and Board meeting. Publication of the budget's availability and notice of the Public Hearing on the Budget was made in district newspapers.

The fiscal year 2020 tentative budget was sent to the Board of Trustees under separate cover. The document represents the current and best judgment of the district administration relative to anticipated revenues for fiscal year 2020. It was based on information available at the time of publication. If new information becomes available, changes will be made to the final

budget and those changes will be reviewed with the Board on September 17 prior to approval of a final budget.

The tentative budget projects revenue of \$32,731,979 and expenditures of \$32,309,786 in the District's operating funds.

As required by law, a Public Hearing on the Budget will be held on September 17, 2019 and following the hearing, a final budget will be presented to the Board for its approval.

The Interim CEO recommended approval of the FY2020 tentative budget as presented.

**Board Action:** Trustee James Lane made a motion to approve the FY2020 tentative budget as recommended. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-I. Appointment of Search Committee:** The Search Committee for the District's Chancellor is charged with oversight of the search process and reporting progress in the search for the District's next leader. The Interim CEO recommended the Board approve the appointment of a search committee.

**Board Action:** Trustee John Brooks made a motion that the Board appoint Trustees Gary Carter and James Lane, CEO Marilyn Holt, and Board Secretary Renee Smith to the Chancellor Search Committee. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

TO: Board of Trustees  
FROM: Bid Committee  
DATE: August 20, 2019  
RE: (8) Equipment Contracts

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

The Bid Committee recommends acceptance of the low base bids received on two of the eight

equipment contracts that meet all specifications from Herschel Johnson Implement, Inc. for a total of \$96,000 and from Omax Waterjets for a total of \$73,110.

<b>Company</b>	<b>Total Bid</b>
Herschel Johnson Implement, Inc. #1 Albion, IL	\$12,000 x 8 = \$96,000
Omax Waterjets #4 Fishers, IN	\$73,110

Respectfully submitted,

Ryan Hawkins  
Marilyn Holt  
Renee Smith

Department: Wabash Valley College Diesel Equipment Technology and Olney Central College Welding.

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

Rationale for Purchase: The proposals received meet all specifications required of the equipment contract bid.

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

## **Specifications for (8) Equipment Contracts**

### **REQUEST FOR PROPOSAL ILLINOIS EASTERN COMMUNITY COLLEGES**

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

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

Notice is hereby given that sealed bids for the Equipment shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL, until 11 AM local time, on Tuesday, August 13, 2019, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, 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:

EQUIPMENT CONTRACT #1  
EQUIPMENT CONTRACT #2  
EQUIPMENT CONTRACT #3  
EQUIPMENT CONTRACT #4  
EQUIPMENT CONTRACT #5  
EQUIPMENT CONTRACT #6  
EQUIPMENT CONTRACT #7  
EQUIPMENT CONTRACT #8

Bids shall be made separately for each equipment contract. Contractors may bid multiple equipment contracts.

#### **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.

## **EQUIPMENT CONTRACT #1**

### **LAB TRACTOR**

EDA Equipment Number 32

### **SPECIFICATIONS**

*Massey or equivalent*

- Compact Tractor with 24 HP with MFWD;
- 20.4 minimum rated PTO HP;
- 3-cylinder turbocharged tier 4 final diesel engine with rated engine speed of 2600 RPM;
- Non DPF/DOC engine;
- Internal EGR;
- Mechanical Transmission 9X3 (9 forward/3 reverse);
- Wet disk brake;
- Open center hydraulic system with minimum 6.7 GPM pump;
- Hitch capacity @ 24" behind pin, minimum 1,600 lbs.

Quantity: 8

## **EQUIPMENT CONTRACT #4**

### **WATER JET TABLE**

EDA Equipment Number 1

#### **SPECIFICATIONS**

##### Work Envelope/Cutting Table

- Cutting X-Axis Travel\* 2' 7" 800 mm
- Cutting Y-Axis Travel\* 5' 0" 1530 mm
- Z-Axis Travel 5" 125 mm
- X-Axis Table Size 2' 10" 864 mm
- Y-Axis Table Size 5' 5" 1645 mm
- Performance Specifications

##### Performance Specifications

- Speed 500 in/min 12700 mm/min
- Ball Bar Circularity\*  $\pm 0.007" \pm 0.178$  mm
- Linear Positional Accuracy\*  $\pm 0.003" \pm 0.076$

Motor Power=20HP

Maximum Jet Power= 17HP

Output Pressure=45,000 PSI

Orifice and Flow Rate=.012"/.67 gpm

Dimensions=52.5" x 31" x 42"

Maximum supported material load 100 lb / ft<sup>2</sup> 488 kg / m<sup>2</sup>

Machine floor loading (not including supported material)

250 lbs / ft<sup>2</sup> 1220 kg / m<sup>2</sup>

### **NOZZLE ASSEMBLY**

EDA Equipment Number 2

#### **SPECIFICATIONS**

- .012/.030 Nozzle Assembly
- Optimized cutting performance for 20hp pump
- The streamlined design includes a nozzle body, .012
- Sapphire orifice, and one .030 Roctec mixing tube
- The nozzle body is designed to last up to 500 hours before replacement
- This configuration is optimized for a 20hp pump

## **TOOL CHEST**

### **SPECIFICATIONS**

- Provides operators with the convenience of machine control and frequently used tools all in one place.
- The chest is a 9-drawer rolling cabinet, custom powder coated.
- It features steel construction,
- large size roll around casters, right or left hand guide rail, drawer liners, a top mat, and key lock to secure drawers.

## **CATCHER TANK GRATE KIT**

EDA Equipment Number 3

### **SPECIFICATIONS**

- Provide a tough and stable cutting surface for your waterjet machine
- Welded, 9 gauge steel grates that supports 100 pounds per foot of load
- 2 sections 16" long, 65" wide and 4" thick

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

**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 July 31, 2019.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for August 2019, totaling \$1,565,388.06, 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 August 2019, in the amounts listed, and payments from the revolving fund for July 2019. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer's Report”** – Interim CEO Marilyn Holt presented an informational report on the following items:

1. VISTRA Newton Power Plant
2. Pending Litigation

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

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

**#13-A. Written Executive Session Minutes:** The Board of Trustees went into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district during the regular meeting held on July 16, 2019. Separate minutes have been prepared for this closed meeting. It was recommended that the written minutes of the July 16, 2019 executive session meeting be approved and remain closed.

**#13-B. Audio Recordings of Executive Sessions:** It was recommended that the recorded audio minutes of the July 16, 2019 executive session meeting be approved and remain closed.

**Board Action:** Trustee Gary Carter made a motion to approve the written and audio minutes of a closed session meeting held on July 16, 2019 and that those minutes remain closed to the public at this time. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

**AGENDA #14 – “Approval of Personnel Report”** – Tara Buerster reviewed the following Personnel Report and the Interim CEO recommended approval.

- 400.1. Employment of Personnel**
- 400.2. Change-in-Status**
- 400.3. Special Assignment**
- 400.4. FY20 Administration and Staff Salaries**
- 400.5. Resignation Ratification**
- 400.6. Retirement Ratification**
- 400.1. Employment of Personnel**

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

1. Maverick Fisher, Welding Specialist, Title III, OCC, effective October 1, 2019, pending successful completion of background check, employment contingent upon continued grant funding.
2. Lacey Shalenko, Head Women’s Basketball Coach, WVC, effective September 1, 2019, pending successful completion of background check.

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

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

1. Sharis Wilson, Office Assistant, FCC, to Coordinator of Literacy Development, FCC, effective August 21, 2019, employment contingent upon continued grant funding.

#### **400.3. Special Assignment**

##### **A. Academic**

1. Justin Gephart, Lead Instructor, Broadband/Telecommunications, \$650/Academic Year 2019-20

#### **400.4. FY2020 Administration and Staff Salaries**

Fiscal Year 2019-2020

Guidelines for Full-Time Employee

(Non-Bargaining Unit)

Wage Increases

#### **2019-2020**

1. Full-time employees working before June 1, 2019, are eligible for a wage increase. Employees with hire dates of June 1, 2019, to August 31, 2019, will be eligible for an increase at the six-month anniversary date. Employees with a hire date September 1, 2019 or later are not eligible for the increase.
2. All full-time employees (non-bargaining unit) will receive a 2.65% pay increase, unless otherwise noted.
3. All increases are effective September 2, 2019, unless otherwise noted.

#### **400.4. Administration and Staff Entry Levels**

Entry levels for all non-faculty positions will be increased by 1.5%, effective 9-2-19.

#### **400.5. Resignation Ratification**

##### **A. Faculty**

1. Jesse Allen, Instructor, Broadband/Telecommunications Technology, LTC, effective August 12, 2019.

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

1. Kathy Swinson, Director of Transition Center and Perkins, DO, effective November 1, 2019.
2. Jack Trosper, Head Women's Basketball Coach, WVC, effective July 19, 2019.

**C. Classified**

1. Danelle Davis, Office Assistant, LTC, effective August 17, 2019.

**400.6. Retirement Ratification**

**A. Classified**

1. Kathy Slichenmyer, Administrative Assistant to the President, OCC, effective January 1, 2020.

**#14-A. Board Action to Addend Personnel Report:** Trustee Jan Ridgely made a motion to addend the Personnel Report, to add an addendum for items under 400.7. Trustee James Lane seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No". The voice vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

**ADDENDUM**

**400.7. Employment of Personnel**

**A. Classified**

1. Jennifer Thomason, Custodian/Groundskeeper, FCC, effective August 26, 2019, pending successful completion of background check.

**#14-B. Board Action to Approve Amended Personnel Report:** Trustee Brenda Culver made a motion to approve the amended Personnel Report as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #15 – "Collective Bargaining"** – None.

**AGENDA #16 – "Litigation"** – None.

**AGENDA #17 – "Other Items"** – None.

**AGENDA #18 – "Adjournment"** – Trustee Jan Ridgely made a motion to adjourn. Trustee James Lane seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those

opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:40 p.m.