

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**February 18, 2020**



**Location:**

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

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

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

**Illinois Eastern Community Colleges  
Board Agenda**

**February 18, 2020**

**7:00 p.m.**

**Frontier Community College  
Bob Boyles Foundation Hall**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... Interim CEO Marilyn Holt
3. Seating of Trustee to Fill Board Vacancy ..... Fischer
4. Roll Call..... Fischer
5. “Conduct a public hearing concerning the issuance of \$3,850,000 Protection Health Safety Bonds” ..... Fischer
6. Recognition of Visitors and Guests ..... Holt
  - A. Visitors and Guests
  - B. IECEA Representative
7. Public Comment
8. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
9. Policy First Reading (and Possible Approval) ..... Holt
  - A. None
10. Policy Second Reading..... Holt
  - A. None
11. Staff Recommendations for Approval
  - A. Selection of First Midstate, Inc. as Underwriter/Placement Agent and Chapman and Cutler LLP as bond/disclosure counsel to the Underwriter/Placement Agent with respect to the District’s General Obligation Community College Bonds..... Hawkins

B.	Fiscal Year 2021 Tuition and Fee Rates .....	Hawkins
C.	Calendar Year Report – 403(b) Plan.....	Hawkins
D.	Articulation Agreement with SIU-C – Associate in Science.....	Martin
E.	Articulation Agreement with SIU-C – Associate in Arts .....	Martin
F.	Articulation Agreement with SIU-C – Associate in Science & Arts .....	Martin
G.	Articulation Agreement with SIU-C – Associate in General Studies.....	Martin
H.	Marathon Real Property Tax Assessment Settlement Agreement.....	Holt
I.	Memorandum of Understanding with OCC Foundation .....	Holt
J.	Homefield Energy Contract .....	Holt
K.	Academic Calendar 2021-2023.....	Holt
L.	Intent to Renew Contracts for Presidents.....	Holt
M.	Affiliation Agreements .....	Holt
	Clay County Hospital – Medical Office Assistant – OCC	
	Cotillion Ridge – Basic Nurse Assistant - LTC	
12.	Bid Committee Report.....	Holt
	A. Nursing Simulator Manikins - OCC	
	B. On Highway Engine - WVC	
13.	District Finance	
	A. Financial Report .....	Hawkins
	B. Approval of Financial Obligations .....	Hawkins
14.	Chief Executive Officer’s Report .....	Holt
15.	Executive Session.....	Holt
16.	Approval of Executive Session Minutes	
	A. Written Executive Session Minutes.....	Holt
	B. Audio Executive Session Minutes .....	Holt
17.	Approval of Personnel Report .....	Holt
18.	Collective Bargaining.....	Holt
19.	Litigation .....	Holt
20.	Other Items	
21.	Adjournment	

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in Science Building Room 61, Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, January 21, 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 Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Al Henager, Jan Ridgely. Trustees absent: None. Student Trustee Corey Hall was present. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:  
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 Technology and Communications.  
Ryan Hawkins, Chief Financial Officer.  
Holly Martin, Chief Academic Officer.  
Renee Smith, Assistant to CEO/Board Secretary.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held December 10, 2019 were presented for disposition.

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

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

**#3-A. Visitors & Guests:** Visitors & guests present were recognized.

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

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

**AGENDA #5 – “Reports” –**

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

**#5-B. Report from Presidents:** Informational reports including the announcement of upcoming events were provided by the College Presidents.

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

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

**AGENDA #7 – “Policy Second Reading” -** None.

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

**#8-A. Employee Satisfaction Survey Results:** In the fall of each year, IECC employees are given the opportunity to review the operation of the District and its four colleges.

Employees identify their work location, classification, whether they were employed full- or part-time, and their years of service. The employees review compensation and benefits, communication and collaboration, work conditions, development and training opportunities, the evaluation process and opportunities for advancement, as well as providing administrative and supervisor feedback. The survey concludes with a rating of their overall satisfaction and likelihood to recommend IECC as an employer and to prospective students. Overall, 91% of employees are satisfied with their employment.

**Board Action:** Student Trustee Corey Hall made a motion to accept the results of the Employee Satisfaction Survey as presented. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student Advisory Vote: Yea. Trustees voting nay: None. Trustees Absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Cooperative Agreement with Rend Lake College:** Under the Cooperative Agreement presented by Holly Martin, Illinois Eastern Community Colleges agrees to accept students from Rend Lake College in designated courses in the Entrepreneurship program at Frontier Community College. The agreement will be effective for the 2019-2020 and 2020-2021 academic years. The CEO recommended approval of the Dual Credit Education Joint Agreement with Rend Lake College.

**Board Action:** Trustee Al Henager made a motion to approve the Dual Credit Education Joint Agreement with Rend Lake College 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, Jan Ridgely. Student Advisory Vote: Yea. Trustees voting nay: None. Trustees Absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. Articulation Agreement with SIU Carbondale:** Southern Illinois University at Carbondale (SIU-C) has requested approval of a transfer agreement between Illinois Eastern Community Colleges and SIU-C that will facilitate transfer from IECC's Associate in Applied Science Degree in Agricultural Technology/Production to SIU-C's Bachelor of Science Degree in Animal Science Production in the College of Agricultural Sciences. The proposed agreement is listed in full in the Board agenda.

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

**#8-D. Articulation Agreement with SIU Carbondale:** Southern Illinois University at Carbondale (SIU-C) has requested approval of a transfer agreement between Illinois Eastern Community Colleges and SIU-C that will facilitate transfer from IECC's Associate in Science and Arts Degree to SIU-C's Bachelor of Science in Business & Administration (BNAD) Online in the College of Business. The proposed agreement is listed in full in the Board agenda.

**Board Action:** Trustee Jan Ridgely made a motion to approve the articulation agreement with SIU-C as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student Advisory Vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. Affiliation Agreements:** The CEO recommended approval of affiliation agreements with Sarah Bush Lincoln, Women's Hospital, Clay County Hospital, Fairfield Memorial Hospital, and The Carle Foundation for IECC Paramedic Education and Associate Degree in Nursing and OCC Medical Office Careers and Phlebotomy and FCC Paramedic Education. The agreements are listed in full in the Board Agenda.

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

**AGENDA #9 – “Bid Committee Report”** – The following bid committee reports were presented for approval:

TO: Board of Trustees  
FROM: Bid Committee  
DATE: January 21, 2020  
RE: Hand-Held Welders

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 ILMO for a total of \$44,421.95.

<b>Company</b>	<b>Total Bid</b>
Gano Welding Charleston, IL	\$47,978.15 (Prices good thru Dec. 31, 2019)
<b>ILMO Products Mt. Vernon, IL</b>	<b>\$44,421.95</b>
Progressive Industries, Inc. Chicago, IL	\$57,281.95

Respectfully submitted,

Ryan Hawkins  
Marilyn Holt  
Renee Smith

Department: Olney Central College Welding Program.

Source of Funds: 50% EDA grant #66345D-6345D-4102-103 and 50% District grant match 018-1095D-4102-103.

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

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

**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, 62450 until 10 a.m. local time, on Tuesday, January 14, 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 – 11 Miller Multimatic 255 Pulsed Multi-Process Welders Package
- #2 – 11 Miller 160 A .023” - .035” 200 Series Spool Gun with 20’ Cable
- #3 – 11 Miller .045” Hard-Shelled Cored Knurled V Groove Drive Roll and Guide Tube Kit for Millermatic 255

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**

Buy America: To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance.



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

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 Hand-Held Welders**

**HAND-HELD WELDERS**

11 – Miller Multimatic 255 Pulsed Multi-Process Welders Package: 575 Volt 230 Amps at 25.5 Volt 60%, 200 Amps at 28 Volt 60%, 230 VAC at 25.5 V 60% Duty Cycle, 275 VAC at 21 V-60% Duty Cycle 350 Single Phase 180 lb with EZ-Latch Dual Cylinder Running Gear & TIG Kit (everything included in picture.)



11 – Miller 160 A .023” - .035” 200 Series Spool Gun with 20’ Cable

11 – Miller .045” Hard-Shelled Cored Knurled V Groove Drive Roll and Guide Tube Kit for Millermatic 255

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO OLNEY CENTRAL COLLEGE, 305 N. WEST STREET, OLNEY, ILLINOIS 62450. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.**

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

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

SIGNATURE \_\_\_\_\_

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

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

DATE \_\_\_\_\_

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

**Board Action:** Trustee Gary Carter made a motion to approve the bid committee report recommendation as presented for Welding Program Equipment at OCC. Trustee Al Henager seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 6 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 December 31, 2019.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for January 2020 totaling \$1,082,567.60 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 January 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer’s Report”** – The CEO reported on items including Solar Panel Information, Bonds, and Lobby Day.

**AGENDA #12 – “Executive Session”** – The Board of Trustees went into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, under Section 2(c) (11) Litigation, and under 2 (c) (3) Selection of a Person to Fill a Vacancy. Trustee Brenda Culver made a motion to go into closed session at 7:51 p.m.. The motion was seconded by Trustee Jan Ridgely 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.

Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried. After a brief break, the closed session began at 8:03 p.m. and adjourned and reconvened in open public session after a motion was made by Trustee Brenda Culver and the motion was seconded by Trustee Al Henager. A voice vote was taken and the Chair declared the “Ayes” have it, the closed meeting was adjourned at 9:10 p.m. and there being a quorum present, the Board of Trustees reconvened the regular open meeting for the transaction of business at 9:14 p.m.

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

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

**#13-A. Written Executive Session Minutes:** Trustee Gary Carter made a motion to approve the written executive session minutes for the closed meeting held during the regular meeting, Tuesday, December 10, 2019. Student Trustee Corey Hall Seconded the motion. A voice vote was taken and the Chair declared the “Ayes” have it and the motion passed.

**#13-B. Audio Recordings of Executive Session:** Trustee Gary Carter made a motion to approve the audio recordings of executive session minutes for the closed meeting held during the regular meeting, Tuesday, December 10, 2019. Student Trustee Corey Hall Seconded the motion. A voice vote was taken and the Chair declared the “Ayes” have it and the motion passed.

**AGENDA #14. Personnel Report:** Tara Buerster presented the following personnel report and the CEO recommended approval.

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

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

1. Joy Smith, Educational Technology Specialist, Title III, FCC, effective January 23, 2020, employment contingent upon continued grant funding.

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

1. Beverly Mathews, Director Cozy Corner, OCC, effective January 22, 2020.

##### **C. Classified**

1. Caleb Dunn, Maintenance/Groundskeeper, FCC, effective January 23, 2020.
2. Sheryl Childers, Administrative Assistant, Human Resources, DO, effective February 10, 2020, pending successful completion of background check.
3. Sheri Gray, Recruiter/Advisor, OCC, effective January 27, 2020, pending successful completion of background check.

#### **400.2. Special Assignments**

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

1. Jared Gullett, Lead Instructor, Health Programs, LTC, \$550/year, effective Spring 2020 Semester.

2. Ronda Hockgeiger, Lead Instructor, Social Services, WVC, \$550/year, effective Spring 2020 Semester.
3. Tina Lindley, Lead Instructor, Process Technology, LTC, \$550/year, effective Spring 2020 Semester.

**B. Athletic**

John (Asa) Deffendall, Head Softball Coach, WVC, \$6,000/year, effective January 22, 2020.

**C. Other**

1. Kent Staley, O & M Team Leader, FCC, \$7,500/year, effective January 22, 2020.

**400.3. Title Change**

**A. Professional/Non-Faculty**

1. John (Asa) Deffendall, Bookstore Manager/Assistant Softball Coach to Bookstore Manager, effective January 22, 2020.

**400.4. Rate Adjustment**

**A. Classified**

1. Kent Staley, Maintenance/Groundskeeper from \$14.31/hour to \$15.50/hour, effective January 22, 2020.

**400.5. Resignation Ratifications**

**A. Classified**

1. Chad Groves, TRIO Upward Bound Counselor/WVC, DO, effective January 27, 2020.
2. William Rude, Technology Systems Specialist, DO, effective February 6, 2020.

**400.6. Retirement Ratification**

**A. Faculty**

1. Don Bennett, Workforce Education Faculty, effective June 1, 2020.

**#14-A. Board Action to Addend Personnel Report:** Trustee Gary Carter made a motion to addend the Personnel Report, add an addendum for item 400.1 and 400.5. Student Trustee Corey Hall seconded the motion. The Chair asked Trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

**400.1. Employment of Personnel**

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

1. Dennis York, Coordinator Industrial Training, LTC, effective January 22, 2020.

**400.5. Resignation Ratifications**

**A. Classified**

2. Catherine Halterman, Office Assistant, FCC, effective February 1, 2020.

**#14-B. Board Action to Approve Amended Personnel Report:** Trustee Al Henager made a motion to approve the Amended Personnel Report as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 6 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 – Recess Meeting** – Trustee John Brooks made a motion that the Board stand in recess and reconvene February 10, 2020 at 5:00 p.m. at the IECC District Office, located at 233 East Chestnut Street in Olney, Illinois. 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. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was recessed at 9:20 p.m. to reconvene at 5:00 p.m. on February 10, 2020 at the IECC District Office.

Minutes of a recessed January 21, 2020 meeting of the Board of Trustees of Illinois Eastern Community Colleges which was reconvened February 10, 2020. The 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 Conference Room at the District Office building, 233 East Chestnut Street, Olney, Illinois, on Monday, February 10, 2020 at 5:00 p.m.

**Notice of Reconvened Meeting:** G. Andrew Fischer, Chairman of the Board of Trustees called this reconvened meeting of a January 21, 2020 recessed meeting. Notice of the meeting was given at least 48 hours before the meeting, in writing, to each member of the Board and to news media. A copy of the notice was also posted at the main office of this community college district. The notice specified the date, time and place of the meeting, and the purpose thereof.

**Purpose:** To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the IECC District and to fill a vacant seat on the IECC Board of Trustees.

**AGENDA #1 – “Call to Order & Roll Call”** – The Chair called the meeting to order at 5:00 p.m. and the Chairman directed the Secretary to call the roll.

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

John D. Brooks, Brenda K. Culver, G. Andrew Fischer, Alan Henager, Jan Ridgely. Trustees absent: Gary Carter. Student Trustee Absent: Corey Hall. 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.  
Renee Smith, Board Secretary.

**AGENDA #2 – “Recognition of Visitors & Guests”** – None.

**AGENDA #3 – “Public Comment”** – None.

**AGENDA #4A– “Board Vacancy Appointment”** - Trustee Al Henage made a motion to appoint Barbara Shimer as a member of the Board of Trustees of Community College District #529 to fill the unexpired term of James Lane. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion

carried. The oath of office will be administered to Barbara Shimer at the regularly scheduled Board meeting on February 18, 2020.

**AGENDA #4B – “Interview of Presidential Candidate”** – Board members heard an opening statement presentation given by 3 applicants, who are candidates for the position of IECC Chancellor/Chief Executive Officer. Trustees conducted individual interviews of the candidates beginning at 5:15 p.m. and the individual candidates each concluded the interview with a closing statement. The final candidate left the meeting at 8:35 p.m.

**Further Discussion:** Following the candidate’s departure from the meeting and building, the trustees held further discussion relative to the candidates’ qualifications for the position of Chancellor/Chief Executive Officer of Illinois Eastern Community College District #529.

**AGENDA #5 – “Executive Session”** – There was no executive session held at this meeting.

**AGENDA #6 – “Other Items”** – None.

**AGENDA #6 – “Adjournment”** – Trustee John Brooks 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 is adopted, and the meeting adjourned at 8:55 p.m.



**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Seating of Trustee to Fill Board Vacancy**

**Agenda Item #4**

**Roll Call**

**Agenda Item #5**

**“Conduct a public hearing concerning the issuance of \$3,850,000 Protection Health and Safety Bonds”**

**Agenda Item #6**

**Recognition of Visitors and Guests**

**Visitors and Guests  
IECEA Representatives**

**Agenda Item #7**

**Public Comment**

**Agenda Item #8**

**Reports  
Trustees  
Presidents  
Cabinet**



**Agenda Item #9**

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

**None**

**Agenda Item #10**

**Policy Second Reading**

**None**

**Agenda Item #11**

**Staff Recommendations for Approval**

**Agenda Item #11A**

**Selection of First Midstate, Inc. as Underwriter/Placement Agent and Chapman and Cutler LLP as bond/disclosure counsel to the Underwriter/Placement Agent with respect to the District's General Obligation Community College Bonds**

**Agenda Item #11A**

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: February 18, 2020

RE: Selection of First Midstate, Inc. as Underwriter/Placement Agent and Chapman and Cutler LLP as bond/disclosure counsel to the Underwriter/Placement Agent with respect to the District's General Obligation Community College Bonds

The District has utilized the services of First Midstate Inc. for several bond issuances. First Midstate, Inc. is an investment banking company in Bloomington, Illinois. With respect to the intent of the Board of Trustees to issue \$3,850,000 protection, health and safety bonds, First Midstate, Inc. would act as placement agent and underwriter. Chapman and Cutler LLP would act as bond and disclosure counsel to First Midstate, Inc.

I ask the board approve the agreement establishing First Midstate, Inc. as placement agent and underwriter to Illinois Eastern Community College District No. 529.

MH/akb



306 N. MAIN ST., SUITE 3  
P.O. BOX 3367  
BLOOMINGTON, IL 61702-3367  
TEL: 309-829-3311  
FAX: 309-827-2171

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**I N V E S T M E N T B A N K E R S**

AGREEMENT by and between 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 First Midstate Incorporated of Bloomington, Illinois (“*First Midstate Incorporated*”): The said First Midstate Incorporated to act as PLACEMENT AGENT or UNDERWRITER with respect to the issuance of \$\_\_\_\_\_ more or less General Obligation Community College Bonds (the “Bonds”).

I. Undertakings on the part of First Midstate Incorporated.

(A) While acting as Placement Agent, First Midstate Incorporated agrees to perform the following services:

- (i) Prepare the Term Sheet.
- (ii) Identify potential purchasers and assist the Issuer in responding to their inquiries.
- (iii) Use commercially reasonable efforts to arrange for the purchase of the Bonds by one or more purchasers.
- (iv) Cooperate whenever possible with your attorney and recognized Bond Counsel.
- (v) Work with Chapman and Cutler LLP, who will serve as bond counsel to the Placement Agent. Chapman and Cutler LLP is acting as bond counsel to the Placement Agent and has an attorney-client relationship with the Placement Agent and not the Issuer. The Issuer will refer to its general or special counsel as necessary.

(B) While acting as Underwriter, First Midstate Incorporated agrees to perform the following services:

- (i) Make debt analysis of the Issuer’s presently outstanding debt and perform analysis of market interest rates. Recommend maturity schedules and other procedural requirements for the Bonds to be issued.
- (ii) Work with Chapman and Cutler LLP as disclosure counsel to prepare the Issuer’s preliminary and final Official Statement; including summary of financial, industrial, and factual information of the Community.

(iii) Cooperate wherever possible with the architect, your attorney, and recognized bond counsel and disclosure counsel. Assist with the disclosure requirements of the State of Illinois, Securities and Exchange Commission, Municipal Securities Rulemaking Board and Financial Industry Regulatory Authority.

(iv) Coordinate bond printing, document execution and filing, and bond closing.

(v) Act as Underwriters for the Issuer in the marketing of the Bonds.

(vi) Chapman and Cutler LLP is acting as bond counsel and disclosure counsel to the Underwriter and has an attorney-client relationship with the Underwriter and not the Issuer. The Issuer will refer to its general or special counsel as necessary.

II. Undertakings on the part of the Issuer. The Issuer agrees to:

(A) Make available to First Midstate Incorporated any data necessary to perform its services hereunder.

(B) Consider financing plans submitted by First Midstate Incorporated and work with First Midstate Incorporated in the selection of the best plan.

(C) Cooperate with bond counsel to supervise or prepare all necessary legal proceedings and requirements incidental to the issuance and sale of the Bonds, with First Midstate Incorporated assisting wherever possible.

(D) Consult its own legal, financial and other advisors to the extent it deems appropriate.

III. General Provisions

(A) In the event the Issuer decides to proceed with the issuance of the Bonds, First Midstate Incorporated will market the Bonds based upon market conditions and will deal fairly with the Issuer.

(B) Expenses

(i) It is anticipated that the costs of issuance of the Bonds will be paid from the proceeds of the Bond issue. However, if the principal amount of the Bonds issued is less than \$200,000, the District agrees to pay the expenses of Chapman and Cutler LLP.

(ii) In the event it is impossible to carry forward the issuance of the Bonds for legal or other reasons, or in the event the Board elects not to proceed with the issuance of Bonds, First Midstate Incorporated agrees to be responsible for all expenses incurred in the preparation of the financing plan. The expenses of a bond rating, if incurred, are the

responsibility of the District. If a rating is necessary, the District will engage the rating agency independently.

(iii) First Midstate Incorporated will act as Placement Agent or Underwriter with respect to the Bonds for a fee not to exceed the greater of \$30 per \$1,000 of the par amount of the Bonds or \$30 per \$1,000 of the gross transaction proceeds, including, but not limited to, any premium that Issuer receives, plus an amount to cover First Midstate's incidental expenses, such as MSRB fees, not to exceed an additional 0.05% of the par amount of the Bonds. The final amount of fees and expenses shall be made available and included in the bond purchase agreement, and/or final official statement, and/or Treasurer's receipt once the terms of the new issue are finalized.

#### IV. Federal Securities Law Disclosures

(A) First Midstate Incorporated is acting as a Placement Agent or Underwriter with respect to the Bonds and not as a municipal advisor as described by the Municipal Securities Rulemaking Board and the Securities and Exchange Commission.

(B) Municipal Securities Rulemaking Board Rule G-17 requires both placement agents and underwriters to make certain disclosures to an issuer to clarify its role in an issuance of municipal securities. Such disclosures with respect to First Midstate Incorporated's role as Placement Agent are set forth on *Exhibit A* hereto. Such disclosures with respect to First Midstate Incorporated's role as Underwriter are set forth on *Exhibit B* hereto.

Respectfully submitted,  
FIRST MIDSTATE INCORPORATED

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



## EXHIBIT A

### DISCLOSURES REGARDING FIRST MIDSTATE INCORPORATED'S ROLE AS THE PLACEMENT AGENT

#### (I) Disclosures Regarding the Placement Agent's Role

(A) MSRB Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors;

(B) A placement agent's primary role is to place the Bonds with a purchaser in an arm's-length commercial transaction with the Issuer. The placement agent has financial and other interests that differ from those of the Issuer;

(C) Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;

(D) A placement agent has a duty to place the Bonds at a fair and reasonable price, but must balance that duty with its duty to the purchaser to secure a price for the Bonds that is fair and reasonable; and

(E) The placement agent will prepare the Term Sheet for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The preparation of the Term Sheet by the Placement Agent should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the Term Sheet.

#### (II) Disclosure Regarding the Placement Agent's Compensation

(A) The Placement Agent will be compensated by a fee the payment or receipt of which will be contingent on the closing of the transaction and the amount of the fee is based, in whole or in part, on a percentage of the principal amount of the bonds or a percentage of the gross proceeds paid to the Issuer. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Placement Agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

#### (III) Disclosures Regarding Transaction Structure

(A) Your obligation to pay principal and interest will be a contractual obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a default with respect to the bond issue.

(B) The bonds may be structured as tax-exempt obligations. If so, you will be required to comply with various Internal Revenue Service (“*IRS*”) requirements and restrictions relating to how you use and invest the proceeds of the bonds, how you use any facilities constructed or improved with proceeds of the bonds and other restrictions throughout the term of the bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on opportunities. Further, violation of these requirements and restrictions can result in the bonds becoming taxable and may cause you to become liable to the IRS and to the owners of the bonds. In addition, in the event of an audit of the bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

## **EXHIBIT B**

### **DISCLOSURES REGARDING FIRST MIDSTATE INCORPORATED'S ROLE AS THE UNDERWRITER**

#### **(I) Disclosures Regarding the Underwriter's Role**

(A) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;

(B) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's length commercial transaction with the Issuer. The Underwriter has financial and other interests that differ from those of the Issuer;

(C) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;

(D) The Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(E) The Underwriter will review the official statement for the Issuer's securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

#### **(II) Disclosure Regarding the Underwriter's Compensation**

(A) Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the bonds or a percentage of the gross proceeds paid to the Issuer. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

#### **(III) Disclosures Regarding Transaction Structure**

(A) Your obligation to pay principal and interest will be a contractual obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a default with respect to the bond issue.

(B) The bonds may be structured as tax-exempt obligations. If so, you will be required to comply with various Internal Revenue Service (“IRS”) requirements and restrictions relating to how you use and invest the proceeds of the bonds, how you use any facilities constructed or improved with proceeds of the bonds and other restrictions throughout the term of the bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on opportunities. Further, violation of these requirements and restrictions can result in the bonds becoming taxable and may cause you to become liable to the IRS and to the owners of the bonds. In addition, in the event of an audit of the bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

The foregoing Agreement is hereby accepted for and on behalf 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, pursuant to proper action by the Board of Trustees on this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

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

BY \_\_\_\_\_  
Chairman, Board of Trustees

**Agenda Item #11B**

**Fiscal Year 2021 Tuition and Fee Rates**

**Agenda Item #11B**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 18, 2020  
RE: Fiscal Year 2021 Tuition and Fee Rates

The Cabinet has reviewed current tuition rates, enrollment, peer institution tuition rates and peer institution enrollment trends. Based on this review, it is the recommendation of the Cabinet that tuition and fees be increased for Fiscal Year 2021 as outlined on the following attachment.

These rates represent an \$8 increase to In-District tuition, a \$7 increase in the Adjoining County rate, and a \$10 increase to the Indiana Adjoining Counties rate.

These rates will allow the District to remain competitive with peer institutions, and current projections are that IECC will continue to rank among the lowest tuition and required fees of any of the 39 community college districts in Illinois.

The proposed increases would generate approximately \$350,000 in net revenue and will continue the District's effort to become less reliant on state funding. Below is the percentage of Operating Fund revenues by source for the last ten (10) years:

	<u>State Government</u>	<u>Tuition &amp; Fees</u>	<u>Local Property Taxes</u>	<u>Other</u>
FY2010	59.5%	24.3%	13.6%	2.6%
FY2011	55.6%	28.6%	13.8%	2.0%
FY2012	55.9%	27.4%	14.5%	2.2%
FY2013	57.0%	26.1%	15.2%	1.7%
FY2014	56.7%	25.5%	15.9%	1.9%
FY2015	55.3%	25.3%	17.3%	2.1%
FY2016	30.2%	39.9%	27.1%	2.8%
FY2017	48.0%	30.7%	19.3%	2.0%
FY2018	48.5%	32.4%	18.6%	0.5%
FY2019	49.3%	29.7%	18.3%	2.7%

I ask the Board's approval of these proposed Fiscal Year 2021 tuition and fee rates, to be effective with the Summer 2020 term.

MH/akb

Attachment

**IECC - Recommended Tuition / Fee Increases for FY 2021**  
**February 18, 2020**

**1. Tuition (Per Credit Hour):**

	<b>FY 2021 Recommendation</b>	<b>FY 2020 Actual</b>	<b>Per Cr. Hr. Increase</b>	<b>Additional Revenue Generated</b>	<b>Estimated Waivers</b>	<b>Additional Revenue Available</b>
In-District	\$ 100.00	\$ 92.00	\$ 8.00	\$ 574,640	\$ (258,588)	\$ 316,052
Out-of-District	\$ 278.18	\$ 278.18	\$ -	\$ -	\$ -	\$ -
Out-of-State	\$ 341.51	\$ 341.51	\$ -	\$ -	\$ -	\$ -
Special Out-of-District	\$ 105.00	\$ 98.00	\$ 7.00	\$ 15,400	\$ -	\$ 15,400
Special Indiana Rate	\$ 135.00	\$ 125.00	\$ 10.00	\$ 22,000	\$ -	\$ 22,000
				<b>\$ 612,040</b>	<b>\$ (258,588)</b>	<b>\$ 353,452</b>

**2. Online Tuition (Per Credit Hour):**

	<b>FY 2021 Recommendation</b>	<b>FY 2020 Actual</b>	<b>Per Cr. Hr. Increase</b>
In-District	\$ 100.00	\$ 92.00	\$ 8.00
Special Out-of-District	\$ 105.00	\$ 98.00	\$ 7.00
Out-of-District	\$ 135.00	\$ 125.00	\$ 10.00
Out-of-State	\$ 135.00	\$ 125.00	\$ 10.00

**Agenda Item #11C**

**Calendar Year Report – 403(b) Plan**



MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 18, 2020  
RE: Calendar Year Report – 403(b) Plan

Since 2009, the District has administered the IECC 403(b) Plan for the benefit of its employees using an IRS approved plan provided by our plan advisor, J. W. Terrill Retirement Services. During 2020, the District will begin allowing Roth deferrals to the plan. Submitted for the Board's review and acceptance is the Calendar Year 2019 Report for the IECC 403(b) Plan. Due to the length of the monitoring report, the report has been sent to the Board electronically.

Under the plan employees can defer salary, on a pre-tax basis, into 28 different investment alternatives. These plan choices are monitored on a quarterly basis against market benchmarks to ensure the District is offering quality investment options. During 2019, the plan had a total of 155 participants with 14 new participants.

Plan assets at December 31, 2019 totaled \$4,813,762. This is an increase of \$652,777 over plan assets the previous calendar year; represented by contributions of \$511,438, distributions from the plan of \$681,806, and net earnings of \$823,145.

The CEO, CFO, and Board members have a fiduciary responsibility to monitor the plan.

I ask the Board's acceptance of the Calendar Year 2019 Report for the IECC 403(b) Plan.

MH/akb

**Agenda Item #11D**  
**Articulation Agreement with SIU-C**  
**Associate in Science**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 18, 2020  
RE: Program Articulation Agreement between IECC and Southern Illinois University  
Carbondale – Associate in Science

The following Program Articulation Agreement between IECC and Southern Illinois University Carbondale will allow IECC Associate in Science (A.S.) graduates who meet SIU Carbondale admission requirements to be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Health Care Management (HCM) in the College of Applied Sciences and Arts.

This Program Articulation Agreement allows IECC and SIU Carbondale to form a cooperative relationship to better service IECC students by facilitating transfer, minimizing duplication of instruction and building on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall remain in effect for a period of five years. Either party may renew or extend this Agreement. This Agreement may be terminated by either party, with or without cause, upon 60 days advance written notice. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIU Carbondale.

MH/rs

Attachment

PROGRAM ARTICULATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

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 \_\_\_\_\_ (Effective Date) 2020 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 Illinois Eastern Community Colleges with an Associate in Science (A.S.) degree General and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Health Care Management (HCM) in the College of Applied Sciences & Arts based upon the Department's enrollment criteria and space availability.

B. An Illinois Eastern Community College graduate receiving an A.S. general degree will be considered for admission to SIU Carbondale's Health Care Management (HCM) program if the following are met:

1. The student has earned a minimum of 64 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 & Arts that the student has satisfactorily completed the following courses as part of the A.S. general degree at Illinois Eastern Community Colleges:

- ACC 2101-4, *Financial Accounting*
- BMG 1606-3, *Business Microcomputer Applications*
- BMG 2103-3, *Business Statistics*
- ECN 2102-3, *Principles of Macroeconomics*
- ENG 1111-3, *Composition I*
- ENG 1121-3, *Composition & Analysis*
- HEA 1225-3, *Introduction to Medical Terminology*
- PSY 1101-3, *General Psychology I*
- SPE 1101-3, *Fundamentals of Effective Speaking*
- FINE ARTS-3 hours
- HUMANITIES-3 hours
- HUMAN DIVERSITY/HUMANITIES-3 hours
- MATHEMATICS-3 hours
- MATHEMATICS-3 hours
- LIFE SCIENCES-3 hours
- PE/HEALTH NUTRITION - 3 hours
- PHYSICAL SCIENCES-4 hours
- LIFE SCIENCE/PHYSICAL SCIENCES-3 hours
- ELECTIVES - 8 hours

C. Illinois Eastern Community College students transferring to the Health Care Management (HCM) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Science degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department.

D. 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 Health Care Management (HCM). Coursework may include University Core Curriculum as well as Health Care Management (HCM) 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 Illinois Eastern Community Colleges 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 Illinois Eastern Community Colleges 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 Illinois Eastern Community Colleges 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, Illinois Eastern Community Colleges 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 Illinois Eastern Community Colleges 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 Illinois Eastern Community Colleges to complete a degree.
- V. PROGRAM ARTICULATION COMMUNICATION
- A. An SIU Carbondale College of Applied Sciences & Arts, Health Care Management (HCM) representative will communicate periodically with Illinois Eastern Community College personnel 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, Illinois Eastern Community College students will be eligible to receive the Bachelor of Science degree in Health Care Management (HCM), College of Applied Sciences & 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 and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly, the Parties agree that all disclosures or redisclosures of such personally identifiable information shall be in accordance with FERPA. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.

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:

For SIU Carbondale:

Dr. Kevin Scott Collins, Director School of Allied  
Health  
Southern Illinois University Carbondale  
Applied Sciences & Arts



Mailcode 6615  
Carbondale, IL 62901-6615  
Phone: 618-453-8860  
Email: [kscollin@siu.edu](mailto:kscollin@siu.edu)

For IL Eastern Community Colleges:

Holly Martin, Chief Academic Officer  
233 East Chestnut  
Olney, IL 62450  
Phone: 618-393-2982  
Email: [martinh@iecc.edu](mailto:martinh@iecc.edu)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Holly Martin, Chief Academic Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

\_\_\_\_\_  
Dr. Meera Komarraju, Interim Provost and Vice Chancellor  
for Academic Affairs  
for John Dunn, Interim Chancellor  
Southern Illinois University Carbondale

\_\_\_\_\_  
Date

**Agenda Item #11E**

**Articulation Agreement with SIU-C**

**Associate in Arts**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 18, 2020  
RE: Program Articulation Agreement between IECC and Southern Illinois University  
Carbondale – Associate in Arts

The following Program Articulation Agreement between IECC and Southern Illinois University Carbondale will allow IECC Associate in Arts (A.A.) graduates who meet SIU Carbondale admission requirements to be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Health Care Management (HCM) in the College of Applied Sciences and Arts.

This Program Articulation Agreement allows IECC and SIU Carbondale to form a cooperative relationship to better service IECC students by facilitating transfer, minimizing duplication of instruction and building on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall remain in effect for a period of five years. Either party may renew or extend this Agreement. This Agreement may be terminated by either party, with or without cause, upon 60 days advance written notice. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIU Carbondale.

MH/rs

Attachment

PROGRAM ARTICULATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

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 \_\_\_\_\_ (Effective Date) 2020 by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

VI. TERM AND TERMINATION

- C. 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.
- D. 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.

VII. TRANSFER REQUIREMENTS

- E. All graduates of Illinois Eastern Community Colleges with an Associate in Arts (A.A.) degree General and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Health Care Management (HCM) in the College of Applied Sciences & Arts based upon the Department's enrollment criteria and space availability.

- F. An Illinois Eastern Community College graduate receiving an A.A. general degree will be considered for admission to SIU Carbondale's Health Care Management (HCM) program if the following are met:
1. The student has earned a minimum of 64 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 & Arts that the student has satisfactorily completed the following courses as part of the A.A general degree at Illinois Eastern Community Colleges:
    - ACC 2101-4, *Financial Accounting*
    - BMG 1606-3, *Business Microcomputer Applications*
    - BMG 2103-3, *Business Statistics*
    - ECN 2102-3, *Principles of Macroeconomics*
    - ENG 1111-3, *Composition I*
    - ENG 1121-3, *Composition & Analysis*
    - HEA 1225-3, *Introduction to Medical Terminology*
    - SPE 1101-3, *Fund of Effective Speaking*
    - PSY 1101-3, *General Psychology I*
    - FINE ARTS-3 hours
    - HUMANITIES-3 hours
    - HUMANITIES-3 hours
    - MATHEMATICS-3 hours
    - LIFE SCIENCES-3 hours
    - PE/HEALTH NUTRITION - 3 hours
    - PHYSICAL SCIENCES-4 hours
    - SOCIAL SCIENCE-3 hours
    - ELECTIVES - 11 hours
- G. Illinois Eastern Community College students transferring to the Health Care Management (HCM) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Arts degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department.
- H. 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 Health Care Management (HCM). Coursework may include University Core Curriculum as well as Health Care Management (HCM) major courses.

#### VIII. COURSE DELIVERY

- F. 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 Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.
- G. 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 Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- H. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
- I. 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.
- J. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.

#### IX. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:

- I. Subject to federal and state guidelines, Illinois Eastern Community Colleges 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.

- J. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.
  - K. 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.
  - L. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.
- X. PROGRAM ARTICULATION COMMUNICATION
- E. An SIU Carbondale College of Applied Sciences & Arts, Health Care Management (HCM) representative will communicate periodically with Illinois Eastern Community College personnel for general advisement and degree planning purposes.
  - F. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community College students will be eligible to receive the Bachelor of Science degree in Health Care Management (HCM), College of Applied Sciences & Arts, Southern Illinois University Carbondale.
  - G. 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.
  - H. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly, the Parties agree that all disclosures or redisclosures of such personally identifiable information shall be in accordance with FERPA. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.

M. Indemnification:

3. 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.
4. 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.

N. 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.

O. 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.

P. 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:

For SIU Carbondale:

Dr. Kevin Scott Collins, Director School of Allied Health  
Southern Illinois University Carbondale  
Applied Sciences & Arts  
Mailcode 6615  
Carbondale, IL 62901-6615  
Phone: 618-453-8860  
Email: [kscollin@siu.edu](mailto:kscollin@siu.edu)



For IL Eastern Community Colleges:

Holly Martin, Chief Academic Officer  
233 East Chestnut  
Olney, IL 62450  
Phone: 618-393-2982  
Email: [martinh@iecc.edu](mailto:martinh@iecc.edu)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Holly Martin, Chief Academic Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

\_\_\_\_\_  
Dr. Meera Komarraju, Interim Provost and Vice Chancellor  
for Academic Affairs  
for John Dunn, Interim Chancellor  
Southern Illinois University Carbondale

\_\_\_\_\_  
Date

**Agenda Item #11F**

**Articulation Agreement with SIU-C**

**Associate in Science & Arts**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 18, 2020  
RE: Program Articulation Agreement between IECC and Southern Illinois University  
Carbondale – Associate in Science & Arts

The following Program Articulation Agreement between IECC and Southern Illinois University Carbondale will allow IECC Associate in Science & Arts (A.S.A.) graduates who meet SIU Carbondale admission requirements to be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Health Care Management (HCM) in the College of Applied Sciences and Arts.

This Program Articulation Agreement allows IECC and SIU Carbondale to form a cooperative relationship to better service IECC students by facilitating transfer, minimizing duplication of instruction and building on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall remain in effect for a period of five years. Either party may renew or extend this Agreement. This Agreement may be terminated by either party, with or without cause, upon 60 days advance written notice. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIU Carbondale.

MH/rs

Attachment

PROGRAM ARTICULATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

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 \_\_\_\_\_ (Effective Date) 2020 by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

XI. TERM AND TERMINATION

- E. 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.
- F. 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.

XII. TRANSFER REQUIREMENTS

- I. All graduates of Illinois Eastern Community Colleges with an Associate in Science & Arts (A.S.A.) degree General and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Health Care Management (HCM) in the College of Applied Sciences & Arts based upon the Department's enrollment criteria and space availability.

- J. An Illinois Eastern Community College graduate receiving an A.S.A. general degree will be considered for admission to SIU Carbondale's Health Care Management (HCM) program if the following are met:
1. The student has earned a minimum of 64 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 & Arts that the student has satisfactorily completed the following courses as part of the A.S.A. general degree at Illinois Eastern Community Colleges:
    - ACC 2101-4, *Financial Accounting*
    - BMG 2103/MTH 1131-3, *Business Statistics or Introduction to Statistics*
    - HEA 1225-3, *Introduction to Medical Terminology*
    - ECN 2102-3, *Principles of Macroeconomics*
    - ENG 1111-3, *Composition I*
    - ENG 1121-3, *Composition & Analysis*
    - PSY 1101-3, *General Psychology I*
    - SPE 1101-3, *Fundamentals of Effective Speaking*
    - FINE ARTS-3 hours
    - HUMANITIES-3 hours
    - HUMANITIES-3 hours
    - MATHEMATICS-3 hours
    - LIFE SCIENCES-3 hours
    - PHYSICAL SCIENCES-4 hours
    - SOCIAL/BEHAVIORAL SCIENCE-3 hours
    - ELECTIVES - 17 hours
- K. Illinois Eastern Community College students transferring to the Health Care Management (HCM) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Science & Arts degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department.
- L. 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 Health Care Management (HCM). Coursework may include University Core Curriculum as well as Health Care Management (HCM) major courses.

### XIII. COURSE DELIVERY

- K. 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 Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.
- L. 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 Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- M. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
- N. 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.
- O. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.

### XIV. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:

- Q. Subject to federal and state guidelines, Illinois Eastern Community Colleges 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.

- R. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.
- S. 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.
- T. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.

XV. PROGRAM ARTICULATION COMMUNICATION

- I. An SIU Carbondale College of Applied Sciences & Arts, Health Care Management (HCM) representative will communicate periodically with Illinois Eastern Community College personnel for general advisement and degree planning purposes.
- J. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community College students will be eligible to receive the Bachelor of Science degree in Health Care Management (HCM), College of Applied Sciences & Arts, Southern Illinois University Carbondale.
- K. 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.
- L. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly, the Parties agree that all disclosures or redisclosures of such personally identifiable information shall be in accordance with FERPA. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.
- U. Indemnification:
  - 5. 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.

6. 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.
- V. 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.
- W. 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.
- X. 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:

For SIU Carbondale:

Dr. Kevin Scott Collins, Director School of Allied Health  
Southern Illinois University Carbondale  
Applied Sciences & Arts  
Mailcode 6615



Carbondale, IL 62901-6615  
Phone: 618-453-8860  
Email: [kscollin@siu.edu](mailto:kscollin@siu.edu)

For IL Eastern Community Colleges:

Holly Martin, Chief Academic Officer  
233 East Chestnut  
Olney, IL 62450  
Phone: 618-393-2982  
Email: [martinh@iecc.edu](mailto:martinh@iecc.edu)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Holly Martin, Chief Academic Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

\_\_\_\_\_  
Dr. Meera Komarraju, Interim Provost and Vice Chancellor  
for Academic Affairs  
for John Dunn, Interim Chancellor  
Southern Illinois University Carbondale

\_\_\_\_\_  
Date

**Agenda Item #11G**  
**Articulation Agreement with SIU-C**  
**Associate in General Studies**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 18, 2020  
RE: Program Articulation Agreement between IECC and Southern Illinois University  
Carbondale – Associate in General Studies

The following Program Articulation Agreement between IECC and Southern Illinois University Carbondale will allow IECC Associate in General Studies (A.G.S.) graduates who meet SIU Carbondale admission requirements to be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Health Care Management (HCM) in the College of Applied Sciences and Arts.

This Program Articulation Agreement allows IECC and SIU Carbondale to form a cooperative relationship to better service IECC students by facilitating transfer, minimizing duplication of instruction and building on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall remain in effect for a period of five years. Either party may renew or extend this Agreement. This Agreement may be terminated by either party, with or without cause, upon 60 days advance written notice. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIU Carbondale.

MH/rs

Attachment

PROGRAM ARTICULATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

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 \_\_\_\_\_ (Effective Date) 2020 by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

XVI. TERM AND TERMINATION

- G. 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.
- H. 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.

XVII. TRANSFER REQUIREMENTS

- M. All graduates of Illinois Eastern Community Colleges with an Associate in General Studies (A.G.S.) degree and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Health Care Management (HCM) in the College of Applied Sciences & Arts based upon the Department's enrollment criteria and space availability.

N. An Illinois Eastern Community College graduate receiving an Associate in General Studies A.G.S. degree will be considered for admission to SIU Carbondale's Health Care Management (HCM) program if the following are met:

1. The student has earned a minimum of 64 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 & Arts that the student has satisfactorily completed the following courses as part of the A.G.S. in General Studies degree at Illinois Eastern Community Colleges:

- ACC 2101-4, *Financial Accounting*
- BMG 1606-3, *Business Microcomputer Applications*
- BMG 2103-3, *Business Statistics*
- ECN 2102-3, *Principles of Macroeconomics*
- ENG 1111-3, *Composition I*
- ENG 1121-3, *Composition & Analysis*
- HEA 1225-3, *Introduction to Medical Terminology*
- PSY 1101-3, *General Psychology I*
- SPE 1101-3, *Fundamentals of Effective Speaking*
- HUMANITIES-3 hours
- MATHEMATICS-5 hours
- LIFE SCIENCES-3 hours
- PHYSICAL SCIENCES-4 hours
- ELECTIVES - 21 hours

O. Illinois Eastern Community College students transferring to the Health Care Management (HCM) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in General Studies degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department.

P. 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 Health Care Management (HCM). Coursework may include University Core Curriculum as well as Health Care Management (HCM) major courses.

#### XVIII. COURSE DELIVERY

- P. 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 Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.
- Q. 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 Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- R. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
- S. 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.
- T. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.

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- Y. Subject to federal and state guidelines, Illinois Eastern Community Colleges 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.
- Z. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.

- AA. 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.
- BB. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.

XX. PROGRAM ARTICULATION COMMUNICATION

- M. An SIU Carbondale College of Applied Sciences & Arts, Health Care Management (HCM) representative will communicate periodically with Illinois Eastern Community College personnel for general advisement and degree planning purposes.
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- Q. Indemnification:
  - 7. 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.

8. 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.

CC. 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.

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EE. 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:

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Dr. Kevin Scott Collins, Director School of Allied Health  
Southern Illinois University Carbondale  
Applied Sciences & Arts  
Mailcode 6615  
Carbondale, IL 62901-6615  
Phone: 618-453-8860  
Email: [kscollin@siu.edu](mailto:kscollin@siu.edu)

For IL Eastern Community Colleges:

Holly Martin, Chief Academic Officer  
233 East Chestnut  
Olney, IL 62450  
Phone: 618-393-2982  
Email: [martinh@iecc.edu](mailto:martinh@iecc.edu)



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Holly Martin, Chief Academic Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

\_\_\_\_\_  
Dr. Meera Komarraju, Interim Provost and Vice Chancellor  
for Academic Affairs  
for John Dunn, Interim Chancellor  
Southern Illinois University Carbondale

\_\_\_\_\_  
Date

**Agenda Item #11H**

**Marathon Real Property Tax Assessment Settlement Agreement**

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: February 18, 2020

RE: Marathon Real Property Tax Assessment Settlement Agreement

The Crawford County Taxing Districts have been in negotiation with Marathon Petroleum Company LP (Marathon) regarding the property tax assessment of their two main parcels (the Refinery) for the four upcoming tax years. The Taxing Districts have reached a real property settlement agreement with Marathon that will provide for a combined assessment of \$209,260,072 for tax years 2019 through 2022.

The proposed assessed valuation represents an approximate 6.7% increase over the previous assessed valuation for tax year 2018. The valuation in the settlement remains constant for the life of the agreement. This increase in assessed valuation will provide for just under \$900,000 in additional property tax payments by Marathon, with approximately \$56,000 of that coming to the District.

I ask the Board approve the Marathon Petroleum Company LP Robinson Refinery Real Property Tax Assessment Settlement Agreement for the four year period (tax years 2019 – 2022).

MH/akb

Attachment

**MARATHON PETROLEUM COMPANY LP ROBINSON REFINERY REAL  
PROPERTY TAX ASSESSMENT SETTLEMENT AGREEMENT**

THIS ROBINSON REFINERY REAL PROPERTY TAX ASSESSMENT SETTLEMENT AGREEMENT (“Agreement”) is made as of the \_\_\_\_\_ day of January, 2020, by and between Marathon Petroleum Company LP (“Marathon”) and affiliates, Crawford County, Robinson Township, Robinson Township Road District, Illinois Eastern Community College District No.529, Robinson Community Unit School District No. 2, Robinson Public Library District, Robinson Township Fire Protection District, Crawford County Hospital District, Crawford County Forest Preserve District, and the Crawford County Airport Authority (collectively, the “Taxing Districts”), the Supervisor of Assessments of Crawford County (the “Supervisor of Assessments”), and the Crawford County Board of Review (the “Board of Review”).

WITNESSETH

WHEREAS, Marathon, the Taxing Districts, the Supervisor of Assessments, and the Board of Review (hereinafter referred to collectively as the “Parties”, and individually as “Party”), now voluntarily enter into this Agreement pursuant to the Illinois Property Tax Code (35 ILCS 200/1, *et. seq.*), Article VII, Section 10(a) of the Illinois Constitution (Ill. Const. Art. VII, §10(a)), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*), and all other applicable authority of the Parties; and

WHEREAS, Marathon owns certain real property located within Crawford County, Illinois, which is operated by Marathon as a petroleum refinery, the permanent index real estate tax numbers of which are 05-1-34-000-021-000 and 05-1-34-100-021-000 (collectively, the “Refinery”); and

WHEREAS, Marathon owns certain real property located within the Refinery, which has been certified by the Illinois Pollution Control Board as pollution control facilities under the Illinois Property Tax Code (35 ILCS 200/11-10), the permanent index real estate tax number of which is 05-1-34-000-021-001 (the “Pollution Control Facilities”); and

WHEREAS, the Taxing Districts constitute all of the entities with jurisdiction to levy *ad valorem* real property taxes against the Refinery and the Pollution Control Facilities; and

WHEREAS, the Supervisor of Assessments and the Board of Review are the duly appointed officials responsible for establishing the assessed value of the Refinery; and

WHEREAS, the Supervisor of Assessments and Board of Review execute this Agreement solely for the purpose of agreeing to implement the terms of **Paragraph 2** of this Agreement as requested by the Parties; and

WHEREAS, the Parties acknowledge that they are entering into this Agreement voluntarily;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. The recitals set forth above are incorporated herein as an agreed statement of facts and the Parties stipulate that they are true and correct.
2. Except as provided for in **Paragraph 2(c)**, for tax years 2019 through 2022, the Equalized Assessed Value of the Refinery shall be set at the following value:

(a) **Tax Year 2019**

Equalized Assessed Value:

PIN 05-1-34-000-021-000	\$208,408,638
PIN 05-1-34-100-021-000	<u>\$851,434</u>
TOTAL	\$209,260,072

**Tax Year 2020**

Equalized Assessed Value:

PIN 05-1-34-000-021-000	\$208,408,638
PIN 05-1-34-100-021-000	<u>\$851,434</u>
TOTAL	\$209,260,072

**Tax Year 2021**

Equalized Assessed Value:

PIN 05-1-34-000-021-000	\$208,408,638
PIN 05-1-34-100-021-000	<u>\$851,434</u>
TOTAL	\$209,260,072

**Tax Year 2022**

Equalized Assessed Value:

PIN 05-1-34-000-021-000	\$208,408,638
PIN 05-1-34-100-021-000	<u>\$851,434</u>
TOTAL	\$209,260,072

(b) It is the intent of the Parties that the equalized assessed values specified in **Paragraph 2(a)** above will be the final assessments after imposition of all multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois would result in an equalized assessed value

which differs from the amount specified in this Agreement, the Parties shall make all efforts to correct the assessed value by any statutory means available (such as Certificate of Error) or other means prior to the due date of tax payments.

(c) The equalized assessed values set forth in **Paragraph 2(a)** above do not include the value of any new improvements, replacements, or additions to the Refinery under construction as of January 1, 2019 or any new improvements, replacements, or additions to the Refinery on which construction commences after January 1, 2019. Any new improvements, replacements, or additions to the Refinery completed subsequent to January 1, 2019 shall be assessed by the Supervisor of Assessments in the year first following completion of the new improvement, replacement, or addition. However, the taxes attributable to the resulting increase in assessed value shall be abated pursuant to the existing, or any succeeding, Robinson/Crawford County Enterprise Zone Ordinance. Furthermore, the equalized assessed values set for in Paragraph 2(a) above shall not be reduced as the result of any new or additional items at the Refinery being certified as pollution control facilities by the Illinois Pollution Control Board.

(d) For tax years 2023 and thereafter, the equalized assessed value of the Refinery shall be determined in accordance with the provisions of the Illinois Property Tax Code. The terms and conditions of this Agreement shall not affect the determination of the equalized assessed value, or bar any Party from advocating any value for: (1) new improvements, replacements, or additions to the Refinery under construction as of January 1, 2019; (2) any new improvements, replacements, or additions to the Refinery on which construction commences after

January 1, 2019; (3) the Refinery as a whole; or (4) the Pollution Control Facilities, after tax year 2022.

3. The equalized assessed values set forth in **Paragraph 2(a)** above do not include the value of any improvements which have been certified by the Illinois Pollution Control Board as pollution control facilities. For tax years 2019 through 2022, the equalized assessed value of the Pollution Control Facilities shall be as determined and published by the Illinois Department of Revenue.

4. The Parties agree that if any legislative or administrative changes occur in any statutes, laws, rules, regulations, or by court or administrative decisions which would have an effect of increasing or decreasing the equalized assessed value of the Refinery, the equalized assessed value of the Refinery shall remain as specified in this Agreement for tax years 2019 through 2022. The Parties further agree to cooperate in the pursuit of a legal or administrative remedy so as to achieve the equalized assessed values provided in **Paragraph 2(a)** above.

5. If an accidental event such as a fire or natural disaster renders the Refinery unfit for customary use, Marathon may file an application for assessment reduction pursuant to the provisions of 35 ILCS 200/9-180.

6. The Parties agree not to challenge the terms of this Agreement, directly or indirectly, and shall not provide any financial support for litigation or otherwise participate directly or indirectly in litigation seeking to increase or decrease the assessed values set in conformity with **Paragraphs 2 and 3** above, or to increase or decrease any tax payments made or to be made by Marathon as a result of this Agreement. Notwithstanding the foregoing, if any non-party to this Agreement files an appeal or complaint or petition seeking to increase or decrease the assessed value of the Refinery or the assessed value of the Pollution Control



Facilities, then the Parties shall have the right and obligation to appear in the proceeding for the purpose of advising the court or administrative agency that they support the validity and enforceability of this Agreement and the assessments set forth in **Paragraph 2(a)** above and taxes to be paid by Marathon as a result of this Agreement. If the Taxing Districts, or any of them, file an appeal, complaint or petition seeking to increase the assessment of the Refinery or the Pollution Control Facilities, Marathon shall have the right to intervene in any such proceedings to enforce the terms of this Agreement and to respond to any and all such allegations. If Marathon files an appeal, complaint or petition seeking to decrease the assessment of the Refinery or the Pollution Control Facilities, any one or more of the Taxing Districts shall have the right to intervene in any such proceedings to enforce the terms of this Agreement and to respond to any and all such allegations.

7. The Agreement shall be in full force and effect until December 31, 2023.

Notwithstanding termination of this Agreement:

(a) Each Party may exercise its rights under this Agreement and each Party shall have all its obligations under this Agreement after December 31, 2023, but only with respect to levies, assessments, and taxes or litigation associated therewith for tax years 2019 through 2022; and

(b) Each Party may initiate litigation with regard to any claim of breach of any terms or conditions of this Agreement by any other Party within the applicable time period of any statute of limitations or statute of repose, but in no event later than December 31, 2023; and

(c) It is expressly understood that prior to termination of this Agreement any Party to this Agreement has the right to prepare for matters relating to the assessed

valuation of the Refinery and Pollution Control Facilities for tax years 2023 and thereafter.

8. This Agreement shall become effective upon execution of the Agreement by all Parties and shall be null and void and of no force or effect whatsoever unless all Parties approve and execute this Agreement in full.

9. Marathon shall not file, nor be a party to, nor provide any financial support to, any tax rate objection or tax objection complaint against any of the Taxing Districts for tax years 2019 through 2022.

10. The Parties acknowledge that the assessments set forth in **Paragraph 2(a)** are the result of a compromise relating to the real property tax assessment of the Refinery and the Pollution Control Facilities. The terms and conditions of this Agreement shall not affect the determination of the equalized assessed value, or bar any Party from advocating any value of the Refinery or Pollution Control Facilities, after tax year 2022.

11. The Parties to this Agreement acknowledge and agree that the legal remedies available to the Parties for a breach of this Agreement are inadequate and that each Party may seek and is entitled to the remedy of specific performance, injunctive relief, and any other appropriate remedy. Should any Party or Parties breach this Agreement, all the other Parties agree to join in any action to enforce this Agreement.

12. If a court of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, then this entire Agreement shall be void and unenforceable.

13. To the extent permitted by law, the provisions of this Agreement shall supersede any and all legislation, statutes, ordinances, policies, resolutions, codes, and regulations that may conflict with the provisions of this Agreement.

14. The Parties to this Agreement shall take all actions reasonable and necessary to defend the validity of this Agreement and to defend all actions taken and all documents executed pursuant to or in connection with this Agreement, and shall take no action, directly or indirectly, to seek to frustrate the terms or intent of this Agreement.

15. The execution of this Agreement has been duly authorized by the governing Board of each of the Taxing Districts and by the corporate authorities of Marathon.

16. This Agreement may be executed in any number of counterparts with the same effect as if the signature to each counterpart were upon the same instrument.

17. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, transferees, and assigns. The Parties hereto intend that the provisions hereof shall benefit only the Parties hereto and do not intend this Agreement to benefit any person or entity that is not a party to this Agreement.

18. This Agreement contains the complete and entire agreement of the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, which may be related in any way to the subject matter hereof.

19. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, the State in which this Agreement is deemed to have been executed and delivered.

20. The Parties agree that any disputes arising out of, related to, or in any way connected to the subject matter of this Agreement shall be litigated, if at all, solely in the Circuit Court for the Second Judicial Circuit, Crawford County, Illinois.

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

**Marathon Petroleum Company LP**

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

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

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

**Robinson Community Unit School District No. 2**

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

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

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

**Crawford County**

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

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

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

**Robinson Township**

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

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

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

**Robinson Township Road District**

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

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

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

**Robinson Public Library District**

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

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

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

**Robinson Township Fire Protection District**

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

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

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

**Crawford County Hospital District**

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

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

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

**Crawford County Airport Authority**

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

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

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

**Illinois Eastern Community College District No. 529**

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

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

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

**Crawford County Board of Review**

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

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

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

**Crawford County Forest Preserve District**

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

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

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

**Supervisor of Assessments of Crawford County**

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

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

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

**Agenda Item #11I**

**Memorandum of Understanding with OCC Foundation**

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: February 18, 2020

RE: Memorandum of Understanding with OCC Foundation

Olney Central College received a Title III grant through the Department of Education designed to improve existing programs, develop new programs, and strengthen its advising services. The award spans five fiscal years beginning October 1, 2018 and will end September 30, 2023. A component of the grant is the remodeling of two classroom spaces at West Richland Center and procurement of various supplies and equipment needs for instructional purposes in the revised welding and newly created Unmanned Aerial Systems program.

The grant budget provides for annual funding of approximately \$450,000 for a total award of \$2,250,000. However, in order to fit the objectives of the grant into the budget structure the grant writers incorporated a financing component into the funding. The District is not able to borrow funds as a typical corporate entity might for such an arrangement. In working with grant counsel, independent auditors, and the Department of Education, the District has approached the Olney Central College Foundation with a proposal to collaborate with us to achieve the objectives in the years required by the grant submission.

I ask the Board's approval of the Memorandum of Understanding with the Olney Central College Foundation.

MH/akb

Attachment

**Memorandum of Understanding  
Allocation of Funding for Title III – OCC  
Renovation of West Richland Center and Equipment Needs**

This memorandum of understanding (MOU) is entered into between Illinois Eastern Community Colleges – Olney Central College (IECC) and the Olney Central College Foundation (OCCF) based on action taken by both boards.

In consideration of the covenants and conditions hereafter set forth, IECC and OCCF agree to the following:

**1. Background**

IECC is recipient to a Title III grant through the Department of Education that is annually awarded for five years. The first year of the grant began October 1, 2018. As part of the Title III grant, IECC is to renovate approximately 1,395 square feet of classroom space for an Unmanned Aerial Systems Lab and approximately 2,178 square feet for a welding lab at West Richland Center. The grant also provides for the necessary equipment and supplies for each of these new and revised programs at Olney Central College. Construction and procurement for the programs is to occur in years two and three of the grant. IECC is restricted by IL State statute in its ability to borrow funds in the same manner as a corporate entity. Funding for these items is not available in the year in which procurement is to occur, but provided for in years three, four, and five of the grant.

**2. Services**

The OCCF has funds available and interest in assisting IECC in accomplishing the objectives of the grant, by supplying financial assistance. Accordingly, the OCCF will pay for the renovation and equipment expenses and invoice IECC the cost outlaid for the Unmanned Aerial Systems and Welding programs.

Total estimated need is \$461,886 to be paid by the following schedule:

Year 2	\$ 48,126.00
Year 3	\$ 71,086.00
Year 4	\$ 140,287.00
Year 5	\$ 202,387.00

IN WITNESS WHEREOF the undersigned have executed this agreement as of the day and year last written below.

By \_\_\_\_\_  
Dr. G Andrew Fischer  
Chairman of the Board  
Illinois Eastern Community Colleges

By \_\_\_\_\_  
Bartley Zuber  
Chairman of the Board  
Olney Central College Foundation



**Agenda Item #11J**  
**Homefield Energy Contract**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 18, 2020  
RE: Homefield Electrical Supplier Contract

For several years now, the District has been purchasing its electrical supply on contract utilizing Homefield Energy. Prior to entering into these contracts, the District was purchasing its electrical supply (within the Ameren territory) at 7.223 cents per kWh. Since entering into these forward contracts, the District has seen substantial savings on the price per kWh for the electrical supply.

The District has been monitoring the trends in electrical rates and has contacted Homefield Energy to extend the District's contract which expires in November 2020. The benefit in renewing now is that rates are currently at historic lows and we are locking in prior to any price fluctuations brought on by market demand from summer heat. Under the Homefield proposal, the District would pay the following prices for the electrical power portion of the District's electricity bill:

Nov 2020 – Nov 2021	4.163 cents per kWh
Nov 2020 – Nov 2022	4.317 cents per kWh
Nov 2020 – Nov 2023	4.446 cents per kWh

Over the past few pricing contracts, the cost per kWh has been as follows:

Prior to Contract	7.223 cents per kWh
2009-2011	5.502 cents per kWh
2011-2013	4.813 cents per kWh
2013-2016	4.395 cents per kWh
2016-2018	5.798 cents per kWh
2018-2020	4.519 cents per kWh

Because the electric power market changes on a day to day basis, Homefield Energy cannot lock in these rates for the time between the date of this memo (02-12-20) and the February 18<sup>th</sup> board meeting. Therefore, the District may receive a revised offer from Homefield Energy at the board meeting and the actual rate could change by up to .01 of a cent per kWh, up or down. It is not anticipated that there will be any substantial changes in electrical power rates in the next week, but Homefield Energy can only guarantee the rates that they will provide to the District on the day of Board meeting and those rates will be valid up to midnight February 18, 2020.

I would recommend that the Board approve a 24-month contract with Homefield Energy for the time period November 2020 through November 2022 for electric power service.

MH/rs

**Agenda Item #11K**  
**Academic Calendar 2021-2023**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 14, 2020  
RE: Academic Calendar 2021-2023

In preparation for approval of the catalog, a two-year academic calendar must be considered and adopted by the Board of Trustees.

Under contract guidelines, the District is to consult with the Illinois Eastern Community College Education Association (IECCEA) on the academic calendar. Tara Buerster and President Rodney Raney met with IECCEA President Rob Mason, the association's representative, and discussed the proposed calendar.

I ask the Board's approval of the Academic Calendar for 2021-2023 as proposed.

MH/tab

## Academic Calendar 2021-2022

### 2021 Fall Semester

August .....	10-11	Faculty Workshop
August .....	12-13, 16	Registration, Testing
August .....	17	First Day of Classes
September .....	6	Colleges Closed. Labor Day
September .....	17	Constitution Observance Day. Classes in session
October .....	8	No Classes. District Faculty/Staff Professional Development Day
October .....	11	Colleges Closed. Columbus Day
October .....	12	Midterm
November .....	11	Colleges Closed. Veteran's Day
November .....	25-26	Colleges Closed. Thanksgiving
December .....	8	Last Day of Classes
December .....	9-10	Final Exams
December .....	13-14	Final Exams
December .....	15	Last Day of Semester.

**(Colleges closed December 20, 2021 – December 31, 2021. Winter Break)**

### 2022 Spring Semester

January .....	3	Colleges Open
January .....	5	Faculty Workshop
January .....	6-7	Registration, Testing
January .....	10	First Day of Classes
January .....	17	Colleges Closed. Martin Luther King, Jr. Day
February .....	21	Colleges Closed. President's Day
March .....	4	Midterm
March .....	7	No Classes. Casimir Pulaski Holiday
March .....	8-13	No Classes. Spring Break
April .....	15	Colleges Closed. Spring Holiday
May .....	6	Last Day of Classes
May .....	9-12	Final Exams
May .....	13	Last Day of Semester/Graduation

### 2022 Intersession

May .....	16	First Day of Classes
May .....	24	Midterm
May .....	30	Colleges Closed. Memorial Day
June .....	3	Last Day of Intersession

### 2022 Summer Session

June .....	6	First Day of Classes
June .....	30	Midterm
July .....	4	Colleges Closed. Independence Day
July .....	28	Last Day of Classes
July .....	29	Finals
August .....	1	Finals

**Academic Calendar  
2022-2023**

**2022 Fall Semester**

August.....	11-12	Faculty Workshop
August.....	15-17	Registration, Testing
August.....	18	First Day of Classes
September .....	5	Colleges Closed. Labor Day
September .....	16	Constitution Observance Day. Classes in Session
October.....	4	No Classes. District Faculty/Staff Professional Development Day
October.....	10	Colleges Closed. Columbus Day
October.....	13	Midterm
November.....	11	Colleges Closed. Veteran's Day
November.....	24-25	Colleges Closed. Thanksgiving.
December .....	9	Last Day of Classes
December .....	12-15	Finals
December .....	16	Last Day of Semester

**(Colleges Closed December 20, 2022 –January 2, 2023. Winter Break)**

**2023 Spring Semester**

January .....	3	Colleges Open.
January .....	4	Faculty Workshop
January .....	5-6	Registration, Testing
January .....	9	First Day of Classes
January .....	16	Colleges Closed. Martin Luther King, Jr. Day
February .....	20	Colleges Closed. President's Day
March .....	3	Midterm
March .....	6	No Classes. Casimir Pulaski Holiday Observed
March .....	7-12	No Classes. Spring Break
April .....	7	Colleges Closed. Spring Holiday
May .....	5	Last Day of Classes
May .....	8-11	Final Exams
May .....	12	Last Day of Semester/Graduation

**2023 Intersession**

May .....	15	First Day of Classes
May .....	23	Midterm
May .....	29	Colleges Closed. Memorial Day
June .....	2	Last Day of Intersession

**2023 Summer Session**

June .....	5	First Day of Classes
June .....	29	Midterm
July.....	4	Colleges Closed. Independence Day
July.....	27	Last Day of Classes
July.....	28 & 31	Finals

**Agenda Item #11L**

**Intent to Renew Contracts for Presidents**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 18, 2020  
RE: Intent to Renew Presidents' Contracts

The contracts for each President of each college are up for renewal by the Board for a two-year period from September 1, 2020 to August 30, 2022.

It would be appropriate for a motion that the Board intends to consider the renewal of the contracts at the April 2020 meeting of the Board of Trustees.

TLB/rs



**Agenda Item #11M**

**Affiliation Agreements**

**Clay County Hospital – Medical Office Assistant – OCC**

**Cotillion Ridge – Basic Nurse Assistant – LTC**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: February 18, 2020  
RE: Affiliation Agreements

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

IECC wishes to enter into the following affiliation agreements:

Clay County Hospital – OCC Medical Office Assistant  
Cotillion Ridge – LTC Basic Nurse Assistant

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

MH/rs

Attachments

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
OLNEY CENTRAL COLLEGE  
MEDICAL OFFICE ASSISTANT PROGRAM**

**AGENCY AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Assistant Program. (hereinafter referred to as OLNEY CENTRAL COLLEGE ) and CLAY COUNTY HOSPITAL (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available for medical office assistant internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Assistant Program on behalf of OLNEY CENTRAL COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled at the expense of the student.

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

6. The student(s) and Program Coordinator will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, OLNEY CENTRAL COLLEGE Program Coordinator and student(s). Compensation is not a requirement. Neither OLNEY CENTRAL COLLEGE or AGENCY hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Student(s) shall be covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made each spring if either party requests the review. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in OLNEY CENTRAL COLLEGE's Medical Office Assistant Program, and participating in the program contemplated herein at the

time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

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

AGENCY

OLNEY CENTRAL COLLEGE

CLAY COUNTY HOSPITAL

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

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

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

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

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

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

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

## AFFILIATION AGREEMENT

This Agreement entered into this \_\_\_ day of January 2020, by and between Cotillion Ridge: Therapy & Senior Care, located at 600 Robinwood Drive, Robinson, IL 62454 (hereinafter referred to as the "FACILITY") and Lincoln Trail College, located at 11220 State Hwy 1, Robinson, IL 62454 (hereinafter referred to as "COLLEGE"), on behalf of its Basic Nurse Assistant Training Program.

### I. FACULTY, STAFF AND APPOINTMENTS

The COLLEGE shall make necessary arrangements with Cotillion Ridge: Therapy & Senior Care facilities to abide by the terms of this Agreement and act as supervisors of the clinical students. The FACILITY staff will closely monitor student activities at all times.

### II. STUDENTS

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

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

The COLLEGE ensures validity and maintains the following documentation regarding students to be completed before clinical placement and shall provide Cotillion Ridge: Therapy & Senior Care, upon request, the following information within 24 hours:

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

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

### III. NOTIFICATION OF COLLEGE STUDENTS

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

### IV. INDEMNIFICATION

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

### V. RESPONSIBILITIES

RESPONSIBILITIES of the COLLEGE. The COLLEGE will:

- A. Appoint a qualified faculty member to be responsible for assignment and guidance, of all student clinical experiences and to act as liaison between the FACILITY and the COLLEGE.
- B. Confer with FACILITY so that COLLEGE and FACILITY make a mutual determination with regard to the assignment of particular students to the FACILITY, the number of students to be assigned, and the inclusive dates of the students' assignments.
- C. Require each student participating in the program to provide liability insurance coverage for professional malpractice with a limit of one million and no/100 (\$1,000,000) dollars for injury or damage to any one person and a limit of three million and no/100 (\$3,000,000) dollars for injury or damage arising from any one accident (in Indiana, \$250,000/\$750,000, according to the Patient Compensation Fund of Indiana).
- D. Require COLLEGE faculty and students to abide by the terms of this Agreement, applicable federal, state and local laws, and standards of accrediting bodies as well as policies and regulations of the FACILITY, including dress code.
- E. Comply with, and require student and other employees, agents and representatives to comply with all applicable federal and state laws and regulations concerning patient privacy and confidentiality of health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- F. Withdraw any student or faculty from FACILITY who has been determined, by FACILITY, to be unacceptable for any reason, at any time. The FACILITY shall have the right to suspend a student immediately from clinical duties pending their formal withdrawal from the clinical program. The FACILITY may restrict the student to an observer role, pending either further investigation or a request for withdrawal from the FACILITY. The FACILITY agrees to cooperate fully in the investigation and resolution of the student's status in the program, including the provision of written documentation of the student's unsatisfactory performance.
- G. Withdraw any student from a rotation if there is a significant conflict between the student and FACILITY staff that would deter from the rotational experience.

- H. Provide the FACILITY with appropriate evaluation forms and instructions for their completion if applicable.
- I. Provide HIPAA / Confidentiality training to all students before clinical placement, and annually thereafter.

RESPONSIBILITIES of the FACILITY. The FACILITY shall:

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

RESPONSIBILITIES of the STUDENT. The STUDENT will:

- A. Students will not receive fees or salaries either in cash or kind, while serving as students at the FACILITY.
- B. Keep in force at all times during clinical assignment personal health insurance.
- C. Act professionally at all times when providing clinical services.
- D. Dress in a professional or appropriate manner, including Lincoln Trail College ID and/or comply with the FACILITY's dress code.
- E. Always identify themselves as a student from the COLLEGE.
- F. Provide the best care possible for all patients/visitors/staff; Demonstrate recognition of and respect for patient rights and safety.



- G. Demonstrate awareness of professional limitations and will only perform activities assigned by and under the supervision of their PRECEPTOR.
- H. Adhere to the regulations and policies of the College Student Handbook and the regulations and policies of the FACILITY.
- I. Follow the rules and regulations of the clinic, FACILITY or other institutions in which he/she is placed.
- J. Maintain and respect patient confidentiality at all times. Information identifying the patient must be deleted prior to handing in required H&P's, case studies and assignments.
- K. Be punctual and notify the Program and PRECEPTOR of any absence.

## VI. CONFIDENTIALITY OF PATIENT INFORMATION

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

## VII. MISCELLANEOUS

It is mutually agreed:

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

H. This Agreement and the performance hereunder, and any and all litigation or proceedings hereunder, shall be construed in accordance with and pursuant to the laws of the State of Illinois.

VIII. TERM AND MODIFICATION OF THE AGREEMENT

- a. This Agreement shall come into effect on the date first written above and shall remain in effect for a term of two (2) years. Any party shall have the right to terminate this Agreement with thirty (30) days written notice of its intent to terminate. Students currently assigned to the FACILITY at the time of termination shall be allowed to complete the semester or quarter unless FACILITY requests the withdrawal of student under Article VII RESPONSIBILITIES OF the COLLEGE subparagraph G.
- b. This Agreement may only be modified by mutual written agreement by the parties, signed by duly authorized representatives of each of the parties. This Agreement supersedes any and all prior or contemporaneous agreements of affiliation for clinical education between the COLLEGE and FACILITY.
- c. To the extent permitted by applicable law and without waiving any defenses, COLLEGE shall indemnify and hold harmless Host Agency (FACILITY) and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Host Agency (FACILITY) shall indemnify COLLEGE against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the Host Agency's (FACILITY) performance of duties hereunder.

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Cotillion Ridge: Therapy & Senior Care,  
600 Robinwood Drive  
Robinson, IL 62454

-----  
By \_\_\_\_\_  
COLLEGE

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

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Chairman, IECC Board of Trustees

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

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

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

**Agenda Item #12**

**Bid Committee Report**

## BID COMMITTEE REPORT

February 18, 2020

### Olney Central College

1. Nursing Simulator Manikins

### Wabash Valley College

1. On Highway Engine

TO: Board of Trustees  
 FROM: Bid Committee  
 DATE: February 18, 2020  
 RE: Nursing Simulator Manikins

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 three (3) manikins for a total of \$84,133.64. This will be funded by the Illinois Board of Higher Education FY20 Nursing School Grant Award 601-00-1592. The balance will be paid for from the Education Fund. Alternate bids were received from Laerdal and Pocket Nurse for 3 manikins above the two originally requested.

<b>Company</b>	<b>Total Bid</b>
CAE Healthcare, Sarasota, FL	\$26,556.44
Laerdal, Wappingers Falls, NY	\$64,258.62
Pocket Nurse, Monaca, PA	\$56,975.03

<b>Company</b>	<b>Alternate Bid Received for 3 Manikins</b>
Laerdal, Wappingers Falls, NY	\$84,692.02
<b>Pocket Nurse, Monaca, PA</b>	<b>\$84,133.64</b>

Respectfully submitted,

Ryan Hawkins  
 Marilyn Holt  
 Renee Smith

Department: Nursing.

Source of Funds: Funded by the Illinois Board of Higher Education FY20 Nursing School Grant Award 601-00-1592 (\$70,000) The balance will be paid for from the Education Fund.

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

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

## **REQUEST FOR PROPOSAL**

### **ILLINOIS EASTERN COMMUNITY COLLEGES**

Recipient of Illinois Board of Higher Education FY20 Nursing School Grant Award 601-00-1592.

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

Notice is hereby given that sealed bids for the Nursing Simulator Manikins shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL, 62450 until 10 a.m. local time, on Tuesday, February 11, 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:

- (2) Nursing Anne Simulators with Articulating Arms and Legs; to include brunette wig, brown pupil set, ostomy set, blood pressure cuff, manikin lubricant spray, simulated blood, adult gown, and quick setup guide.
- (2) SimPad PLUS for Nursing Anne Simulator with SimPad PLUS Handheld Remote.
- (2) LLEAP for SimPad PLUS including license key for providing access to Manual Mode, Automatic Mode, and Log Viewer Application, Lithium Ion Battery, AC Adapter with Power Cord, USB Cable, Ethernet Cable, Wrist Strap, Protective Sleeve, Nametags, Manikin Strap, Headset, Microphone, and Quick Start Guide.
- (2) All in One Panel PC Instructor Patient Monitor; touchscreen capability required.
- ValuePlus Nursing Anne Simulator Platinum to include: Extended warranty and preventative maintenance agreement for up to 24 months for each manikin; loaner coverage and onsite preventative maintenance required.
- On-Site training and set up to be included in the cost of the bid.

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**

**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 Manikins**

**NURSING SIMULATOR MANIKINS**

- (2) Nursing Anne Simulators with Articulating Arms and Legs; to include brunette wig, brown pupil set, ostomy set, blood pressure cuff, manikin lubricant spray, simulated blood, adult gown, and quick setup guide.
- (2) SimPad PLUS for Nursing Anne Simulator with SimPad PLUS Handheld Remote.
- (2) LLEAP for SimPad PLUS including license key for providing access to Manual Mode, Automatic Mode, and Log Viewer Application, Lithium Ion Battery, AC Adapter with Power Cord, USB Cable, Ethernet Cable, Wrist Strap, Protective Sleeve, Nametags, Manikin Strap, Headset, Microphone, and Quick Start Guide.
- (2) All in One Panel PC Instructor Patient Monitor; touchscreen capability required.
- ValuePlus Nursing Anne Simulator Platinum to include: Extended warranty and preventative maintenance agreement for up to 24 months for each manikin; loaner coverage and onsite preventative maintenance required.
- On-Site training and set up to be included in the cost of the bid.

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO OLNEY CENTRAL COLLEGE, 305 N. WEST STREET, OLNEY, ILLINOIS 62450. 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.

TO: Board of Trustees  
FROM: Bid Committee  
DATE: February 18, 2020  
RE: On Highway Engine

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 JBH Technologies for a total of \$91,193 for the On Highway Engine, pending final approval by the United States Department of Commerce.

Company	Total Bid
JBH Technologies, Glenview, IL	\$91,193

Respectfully submitted,

Ryan Hawkins  
Marilyn Holt  
Renee Smith

Department: Wabash Valley Diesel Equipment Technology.

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 proposal received meets all specifications required.

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

## **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, 62450 until 10 a.m. local time, on Tuesday, February 11, 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:

Equipment Contract #1

#### **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.

#### **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**

**Buy America:** To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance.

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

**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.

**Equipment Contract #1**

**ON HIGHWAY ENGINE SPECIFICATIONS**

- 15L tier 4 final on-highway engine with 400-500 HP rating.
- In-line 6 cylinder with VGT.
- XPI fuel system.
- Engine braking.
- 1450-1850 ft-lbs of torque.
- 2017 EPA certification.
- 1800-2000 rpm governed speed with a 1000 ft-lbs clutch engagement torque.
- Single module aftertreatment device.

Turn Key training module fully assembled on a stand ready to run.

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

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

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

SIGNATURE \_\_\_\_\_

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

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

DATE \_\_\_\_\_

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

**Agenda Item #13**

**District Finance**

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

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
January 31, 2020**

<b>FUND</b>	<b>BALANCE</b>
Educational	\$6,632,527.78
Operations & Maintenance	\$818,421.07
Operations & Maintenance (Restricted)	\$395,046.14
Bond & Interest	\$427,022.55
Auxiliary	\$2,206,682.78
Restricted Purposes	(\$409,646.57)
Working Cash	\$156,128.87
Trust & Agency	\$490,681.18
Audit	(\$1,026.96)
Liability, Protection & Settlement	\$597,082.89
	<hr/>
<b>TOTAL ALL FUNDS</b>	<b>\$11,312,919.73</b>
	<hr/> <hr/>

Respectfully submitted,

Ryan Hawkins, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**January 31, 2020 & 2019**

	<b>ALL FUNDS</b>	
	<b>Fiscal Year 2020</b>	<b>Fiscal Year 2019</b>
<b>ASSETS:</b>		
CASH	\$ 11,312,920	\$ 10,513,078
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	12,500
CDB PROJECT TRUST	152,256	75,467
INVESTMENTS	17,475,000	19,750,000
RECEIVABLES	3,191,005	3,255,775
INVENTORY	431,572	452,424
OTHER ASSETS	463,650	462,250
FIXED ASSETS (Net of Depr)	15,818,307	16,290,656
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 48,880,510</b>	<b>\$ 50,833,450</b>
 <b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 1,965	\$ 189,632
ACCOUNTS PAYABLE	384,247	592,333
DEFERRED REVENUE	131,344	118,006
L-T DEBT GROUP (FUND 9)	3,647,603	7,370,668
OPEB (Prior Year Restated for GASB 75 Implementation)	15,780,483	15,228,583
<b>TOTAL LIABILITIES:</b>	<b>19,945,642</b>	<b>23,499,222</b>
 <b>FUND BALANCES:</b>		
FUND BALANCE	25,705,277	27,133,573
INVESTMENT IN PLANT (Net of Depr)	15,818,307	16,290,656
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(19,428,086)	(22,599,251)
RESERVE FOR ENCUMBRANCES	6,839,370	6,509,250
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>28,934,868</b>	<b>27,334,228</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 48,880,510</b>	<b>\$ 50,833,450</b>



ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 For the Periods Ended January 31, 2020 & 2019

	FY 2020 <u>YEAR-TO-DATE</u>	FY 2019 <u>YEAR-TO-DATE</u>
<b>REVENUES:</b>		
LOCAL GOVT SOURCES	\$ 7,191,738	\$ 6,884,487
STATE GOVT SOURCES	6,656,849	6,683,092
STUDENT TUITION & FEES	12,426,406	12,588,467
SALES & SERVICE FEES	2,153,222	2,284,283
FACILITIES REVENUE	16,835	16,682
INVESTMENT REVENUE	222,734	149,522
OTHER REVENUES	139,487	918,038
<b>TOTAL REVENUES:</b>	<u>28,807,271</u>	<u>29,524,571</u>
<b>EXPENDITURES:</b>		
INSTRUCTION	6,074,012	6,114,590
ACADEMIC SUPPORT	273,558	279,227
STUDENT SERVICES	949,246	940,277
PUBLIC SERV/CONT ED	5,913	13,997
OPER & MAINT PLANT	1,895,496	1,705,387
INSTITUTIONAL SUPPORT	6,500,567	6,485,111
SCH/STUDENT GRNT/WAIVERS	5,148,287	4,992,687
AUXILIARY SERVICES	3,721,319	3,424,029
<b>TOTAL EXPENDITURES:</b>	<u>24,568,398</u>	<u>23,955,305</u>
<b>TRANSFERS AMONG FUNDS:</b>		
INTERFUND TRANSFERS	<u>-</u>	<u>-</u>
<b>TOTAL TRANSFERS AMONG FUNDS:</b>	<u>-</u>	<u>-</u>
<b>NET INCREASE/DECREASE IN NET ASSETS</b>	<u>\$ 4,238,873</u>	<u>\$ 5,569,266</u>

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

College	Category	FISCAL YEAR 2018			FISCAL YEAR 2019			FISCAL YEAR 2020			% of Year
		Anticipated Budget	Spent Thru January	% of Bdgt	Anticipated Budget	Spent Thru January	% of Bdgt	Anticipated Budget	Spent Thru January	% of Bdgt	
Frontier	Bills		\$ 456,088			\$ 406,322			\$ 495,297		
	Payroll		1,139,503			1,183,118			1,138,038		
	Waivers		636,636			727,179			683,889		
	Totals	\$ 4,189,416	2,232,227	53%	\$ 4,550,604	2,316,619	51%	\$ 4,370,599	2,317,224	53%	58%
Lincoln Trail	Bills		602,919			732,157			662,941		
	Payroll		1,211,446			1,255,052			1,224,077		
	Waivers		782,762			746,927			823,264		
	Totals	\$ 4,531,653	2,597,127	57%	\$ 4,788,234	2,734,136	57%	\$ 5,365,117	2,710,282	51%	58%
Olney Central	Bills		948,149			984,497			991,461		
	Payroll		2,450,970			2,439,197			2,509,865		
	Waivers		554,387			658,857			700,507		
	Totals	\$ 7,303,330	3,953,506	54%	\$ 7,449,755	4,082,551	55%	\$ 7,669,580	4,201,833	55%	58%
Wabash Valley	Bills		237,010			798,937			904,276		
	Payroll		1,579,578			1,666,753			1,670,481		
	Waivers		1,624,483			1,221,307			1,351,967		
	Totals	\$ 6,136,568	3,441,071	56%	\$ 6,236,897	3,686,997	59%	\$ 6,449,215	3,926,724	61%	58%
Workforce Educ.	Bills		159,710			154,816			151,447		
	Payroll		575,856			533,098			539,722		
	Waivers		1,488,607			1,571,680			1,407,860		
	Totals	\$ 4,869,942	2,224,173	46%	\$ 4,258,339	2,259,594	53%	\$ 4,396,670	2,099,029	48%	58%
District Office	Bills		180,813			198,020			191,096		
	Payroll		605,024			641,219			610,619		
	Waivers		-			-			-		
	Totals	\$ 1,614,463	785,837	49%	\$ 1,519,023	839,239	55%	\$ 1,551,484	801,715	52%	58%
District Wide	Bills		768,337			1,180,993			1,260,409		
	Payroll		461,773			492,271			514,500		
	Waivers		87,375			121,043			180,995		
	Totals	\$ 2,705,152	1,317,485	49%	\$ 2,883,536	1,794,307	62%	\$ 3,107,121	1,955,904	63%	58%
<b>GRAND TOTALS</b>		<b>\$31,350,524</b>	<b>\$ 16,551,426</b>	<b>53%</b>	<b>\$ 31,686,388</b>	<b>\$17,713,443</b>	<b>56%</b>	<b>\$32,909,786</b>	<b>\$18,012,711</b>	<b>55%</b>	<b>58%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**January 31, 2020**

	<u>FY 2020</u>		<u>FY 2019</u>		<u>Increase (Decrease)</u>	
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>\$</u>	<u>%</u>
Salaries	\$ 8,207,302	45.56%	\$ 8,210,708	46.35%	\$ (3,406)	-0.041%
Employee Benefits	1,540,214	8.55%	1,644,970	9.29%	(104,756)	-6.368%
Contractual Services	819,724	4.55%	741,122	4.18%	78,602	10.606%
Materials	957,330	5.31%	999,408	5.64%	(42,078)	-4.210%
Travel & Staff Development	110,059	0.61%	105,792	0.60%	4,267	4.033%
Fixed Charges	74,044	0.41%	113,410	0.64%	(39,366)	-34.711%
Utilities	666,728	3.70%	683,826	3.86%	(17,098)	-2.500%
Capital Outlay	414,493	2.30%	85,425	0.48%	329,068	385.213%
Other	5,222,817	29.00%	5,128,782	28.95%	94,035	1.833%
	<u>\$ 18,012,711</u>	<u>100.00%</u>	<u>\$ 17,713,443</u>	<u>100.00%</u>	<u>\$ 299,268</u>	<u>1.689%</u>

**Agenda Item # 14**  
**Chief Executive Officer's Report**

**Agenda Item #15**

**Executive Session**

**Agenda Item #16**

**Approval of Executive Session Minutes**

**Written Executive Session Minutes**

**Audio Executive Session Minutes**

**Agenda Item #17**

**Approval of Personnel Report**

## **MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Marilyn Holt  
**DATE:** February 14, 2020  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1, and 400.7 have been sent under separate cover.



# **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Reemployment of Bargaining Unit Faculty for the 2020-2021 Academic Year**
- 400.3. Reemployment of Non-Bargaining Unit Faculty for the 2020-2021 Academic Year**
- 400.4. Bargaining Unit Faculty Seniority List 2019-2020**
- 400.5. Non-Bargaining Unit Faculty Seniority List 2019-2020**
- 400.6. Consideration of Contracts**
- 400.7. Retirement Ratifications**

# PERSONNEL REPORT

## 400.1. Employment of Personnel

### A. Classified

1. Cameron Percy, Technology Systems Specialist, DO, effective February 19, 2020.
2. Brady Martin, TRIO Upward Bound Counselor, DO/WVC, effective February 20, 2020.

## 400.2. Reemployment of Bargaining Unit Faculty for the 2020-2021 Academic Year

### A. Continuation of Tenure

- |                      |                        |
|----------------------|------------------------|
| 1. Scott Balding     | 29. Curtis Marshall    |
| 2. Reno Bemont       | 30. Logan Marshall     |
| 3. Shasta Bennett    | 31. Rob Mason          |
| 4. Sarah Bergbower   | 32. Christian Mathews  |
| 5. Tammie Bohnhoff   | 33. Travis Matthews    |
| 6. Cynthia Boyce     | 34. Rodney Maxey       |
| 7. Tyler Boyles      | 35. Amie Mayhall       |
| 8. C. Allen Brown    | 36. Andrew McMurray    |
| 9. Carrie Brown      | 37. Mary Linda Monge   |
| 10. Carla Cadwalader | 38. Mary Morris        |
| 11. Rebecca Carmack  | 39. Kelly Payne        |
| 12. Jay Carter       | 40. Jodi Peach         |
| 13. Laurel Cutright  | 41. Kyle Peach         |
| 14. David Denton     | 42. Brenda Phegley     |
| 15. Cheryl Dill      | 43. Andrew Pittman     |
| 16. Wanda Douglas    | 44. Richard Poskin     |
| 17. Jacy Ghasst      | 45. Lisa Rauch         |
| 18. Todd Gill        | 46. Doug Robb          |
| 19. Pauletta Gullett | 47. Anurahda Roy       |
| 20. Nixie Hnetkovsky | 48. Eric Scheller      |
| 21. Steve Hnetkovsky | 49. Kimberley Schucker |
| 22. Jason Hortin     | 50. Nick Short         |
| 23. Kathleen Hudson  | 51. Shirley Smithenry  |
| 24. Anne Hustad      | 52. Philip Thorsen     |
| 25. Laurie Jenkins   | 53. William Tucker     |
| 26. John Kendall     | 54. Kristi Urfer       |
| 27. Andrew King      | 55. Brian Wick         |
| 28. Aaron Lineberry  | 56. David Wilderman    |

57. Angelia Williams
58. Jill Winter
59. Winifred Ann Wolven

**B. Initial Tenure**

1. Wade Baker
2. Joseph Brown
3. Tyler Browning
4. Megan Bunnage
5. Karen Marks
6. Heather Sandy
7. Beth Wilson

**C. Non-Tenure**

1. Lonnie Barnes
2. Brittany Caparas
3. Becky Coleman
4. Juliana Fleming
5. Chelsea Gemeinhardt
6. Justin Gephart
7. Jared Gullett
8. Ronda Hockgeiger
9. Gerry Kinney
10. Jasmyne Lewis
11. Tina Lindley
12. Vanessa Lowe
13. Jessica McDonald
14. Cori Witsman

**400.3. Reemployment of Non-Bargaining  
Unit Faculty for the 2020-2021 Academic  
Year**

**A. Continuation of Tenure**

1. Jayson Hoffman
2. Rick Lamb
3. Leonard Mitchell
4. Wesley Taylor
5. Michael Woods

**B. Non-Tenure**

1. Wendy Coles
2. Bill Jankousky
3. Joe Lampley
4. Calvin Melvin

#### **400.4. Bargaining Unit Faculty Seniority List 2019-2020**

##### Accounting

20 yrs. Kristi Urfer (includes one-year seniority for 2019-20 academic year)  
10 yrs. John Kendall (includes one-year seniority for 2019-20 academic year)

##### Administrative Information Technology

8 yrs. John Kendall  
\* 6 yrs. Shasta Bennett  
\* 6 yrs. Amie Mayhall

##### Advanced Manufacturing

11 yrs. Jay Carter (includes one-year seniority for 2019-20 academic year)

##### Agricultural Technology

\* 13 yrs. Steve Hnetkovsky (includes one-year seniority for 2019-20 academic year)  
\* 13 yrs. Doug Robb (includes one-year seniority for 2019-20 academic year)

##### Art

9 yrs. Michael Conn (*Dean of Instruction, effective Summer 2017*)  
3 yrs. Heather Sandy (includes on year seniority for 2019-20 academic year)

##### Automotive Service Tech

17 yrs. Rodney Maxey (includes one-year seniority for 2019-20 academic year)  
12 yrs. Tyler Boyles (includes one-year seniority for 2019-20 academic year)  
4 yrs. Brian Wick

##### Chemical Sciences

5 yrs. Aaron Lineberry (includes one-year seniority for 2019-20 academic year)  
1 yr. Chelsea Gemeinhardt (includes one-year seniority for 2019-20 academic year)

##### Collision Repair Technology

2.5 yrs. Lonnie Barnes (includes one-year seniority for 2019-20 academic year)

\*/\*\*/\*\*\*/\*\*\*\*/\*\*\*\*\* = same seniority

### Computer Telephony

7 yrs. Travis Matthews

### Diesel Equipment Technology

18 yrs. Scott Balding (includes one-year seniority for 2019-20 academic year)  
8 yrs. Eric Scheller (includes one-year seniority for 2019-20 academic year)

### Early Childhood Development

7 yrs. Carla Cadwalader (includes one-year seniority for 2019-20 academic year)

### Electrical Distribution Systems

1 yr. Gerry Kinney (includes one-year seniority for 2019-20 academic year)

### Electronics Technology

4 yrs. Jay Carter

### English

36 yrs. Brenda Phegley (includes one-year seniority for 2019-20 academic year)  
25 yrs. William Tucker (includes one-year seniority for 2019-20 academic year)  
19 yrs. Winifred Wolven (includes one-year seniority for 2019-20 academic year)  
16 yrs. Kelly Payne (includes one-year seniority for 2019-20 academic year)  
11 yrs. Mary Morris (includes one-year seniority for 2019-20 academic year)

### Gunsmithing

11 yrs. Brian Wick (includes one-year seniority for 2019-20 academic year)

### Health Informatics

5 yrs. Jodi Peach (includes one-year seniority for 2019-20 academic year)

### Health Programs

6 yrs. Pauletta Gullett  
4.5 yrs. Laurie Jenkins  
.5 yr. Jared Gullett (includes one-half year seniority for 2019-20  
academic year)

\*/\*\*/\*\*/\*\*\*\*/\*\*\*\*\* = same seniority

## History

30 yrs. David Denton (includes one-year seniority for 2019-20 academic year)  
7 yrs. Andrew McMurray (includes one-year seniority for 2019-20 academic year)  
2 yrs. Cynthia Boyce

## Humanities

6 yrs. Cynthia Boyce (includes one-year seniority for 2019-20 academic year)

## Industrial Maintenance Tech

6 yrs. Logan Marshall (includes on year seniority for 2019-20 academic year)

## Life Science

33 yrs. Anuradha Roy (includes one-year seniority for 2019-20 academic year)  
21 yrs. Richard Poskin (includes one-year seniority for 2019-20 academic year)  
20 yrs. Christian Mathews (includes one-year seniority for 2019-20 academic year)  
\* 17 yrs. Nixie Hnetkovsky (includes one-year seniority for 2019-20 academic year)  
\* 17 yrs. Carrie Brown (includes one-year seniority for 2019-20 academic year)  
14 yrs. Nick Short (includes one-year seniority for 2019-20 academic year)  
7 yrs. Todd Gill (includes one-year seniority for 2019-20 academic year)  
5 yrs. Sarah Bergbower (includes one-year seniority for 2019-20 academic year)

## Marketing Business Management

26 yrs. David Wilderman (includes one-year seniority for 2019-20 academic year)

## Mathematics

27 yrs. C. Allen Brown (includes one-year seniority for 2019-20 academic year)  
19 yrs. Laurel Cutright (includes one-year seniority for 2019-20 academic year)  
13 yrs. Kimberly Schucker (includes one-year seniority for 2019-20 academic year)  
9.5 yrs. Mary (Linda) Monge (includes one-year seniority for 2019-20 academic year)  
8 yrs. Tammie Bohnhoff (includes one-year seniority for 2019-20 academic year)

## Medical Office Assistant

\* 11 yrs. Shasta Bennett (includes one-year seniority for 2019-20 academic year)  
\* 11 yrs. Amie Mayhall (includes one-year seniority for 2019-20 academic year)

\*/\*\*/\*\*\*\*/\*\*\*\*\*/\*\*\*\*\* = same seniority

Microcomputer Support Specialist

3 yrs. Travis Matthews

Music

7 yrs. Andrew Pittman (includes one-half year seniority for 2019-20 academic year)  
4 yrs. Rebecca Carmack (includes one-year seniority for 2019-20 academic year)  
3 yrs. Wade Baker (includes one-year seniority for 2019-20 academic year)

Nursing

27.5 yrs. Kathleen Hudson (includes one-year seniority for 2019-20 academic year)  
15 yrs. Anne Hustad (includes one-year seniority for 2019-20 academic year)  
\* 14 yrs. Shirley Smithenry (includes one-year seniority for 2019-20 academic year)  
\* 14 yrs. Angelia Williams (includes one-year seniority for 2019-20 academic year)  
13.5 yrs. Cheryl Dill (includes one-year seniority for 2019-20 academic year)  
11.5 yrs. Theresa Marcotte (Associate Dean effective March 14, 2016)  
9 yrs. Wanda Douglas (includes one-year seniority for 2019-20 academic year)  
6 yrs. Jay Ghasht (includes one-year seniority for 2019-20 academic year)  
5 yrs. Pauletta Gullett (includes one-year seniority for 2019-20 academic year)  
\*\* 3 yrs. Megan Bunnage (includes one-year seniority for 2019-20 academic year)  
\*\* 3 yrs. Karen Marks (includes one-year seniority for 2019-20 academic year)  
\*\* 3 yrs. Beth Wilson (includes one-year seniority for 2019-20 academic year)  
\*\*\* 2.5 yrs. Becky Coleman (includes one-year seniority for 2019-20 academic year)  
\*\*\* 2.5 yrs. Brittany Caparas (includes one-half year seniority for 2019-20 academic year)  
\*\*\*\* 2 yrs. Jasmyne Lewis (includes one-year seniority for 2019-20 academic year)  
\*\*\*\* 2 yrs. Julianna Fleming (includes one-year seniority for 2019-20 academic year)  
\*\*\*\*\* 1 yr. Laurie Jenkins (includes one-year seniority for 2019-20 academic year)  
\*\*\*\*\* 1 yr. Vanessa Lowe (includes one-year seniority for 2019-20 academic year)  
\*\*\*\*\* 1 yr. Cori Witsman (includes one-year seniority for 2019-20 academic year)

Physics

21 yrs. Robert Mason (includes one-year seniority for 2019-20 academic year)  
9.5 yrs. Andrew King (includes one-year seniority for 2019-20 academic year)

Process Technology

.5 yr. Tina Lindley (includes one-half year seniority for 2019-20 academic year)

\*/\*\*/\*\*\*/\*\*\*\*/\*\*\*\*\* = same seniority

### Psychology

- \* 11 yrs. Jason Hortin (includes one-year seniority for 2019-20 academic year)
- \* 11 yrs. Philip Thorsen (includes one-year seniority for 2019-20 academic year)

### Radio/TV Broadcasting

14 yrs. Kyle Peach (includes one-year seniority for 2019-20 academic year)

### Radiography

- \* 7 yrs. Carol Kocher (includes one-year seniority for 2019-20 academic year)
- \* 7 yrs. Lisa Rauch (includes one-year seniority for 2019-20 academic year)

### Remedial Education

2 yrs. Travis Matthews

### Social Services

.5 yr. Ronda Hockgeiger (includes one-half year seniority for 2019-20 academic year)

### Speech

17 yrs. Jill Winter (includes one-year seniority for 2019-20 academic year)  
2 yrs. Jessica McDonald (includes one-year seniority for 2019-20 academic year)

### Sport Management

3 yrs. Tyler Browning (includes one-year seniority for 2019-20 academic year)

### Telecommunications Technology

8 yrs. Travis Matthews (includes one-year seniority for 2019-20 academic year)  
2 yrs. Justin Gephart (includes one-year seniority for 2019-20 academic year)

### Truck Driving

2.5 yrs. Joseph Brown (includes one-year seniority for 2019-20 academic year)

\*/\*\*/\*\*\*/\*/\*/\*/\* = same seniority



## Welding

9 yrs.	Reno Bemont (includes one-year seniority for 2019-20 academic year)
8 yrs.	Curtis Marshall (includes one-year seniority for 2019-20 academic year)

## **400.5. Non-Bargaining Unit Faculty Seniority List 2019-2020**

### Coal Mining Technology (non-bargaining unit)

	12 yrs.	Donald Bennett (includes one-year seniority for 2019-20 academic year)
	8 yrs. 1 mo.	Rick Lamb (includes one-year seniority for 2019-20 academic year)
	8 yrs.	Leonard Mitchell (includes one-year seniority for 2019-20 academic year)
	7.5 yrs.	Jayson Hoffman (includes one-year seniority for 2019-20 academic year)
*	6 yrs.	Michael Thomas (Dean of Workforce Ed, effective 9-22-10)
*	6 yrs.	Michael Woods (includes one-year seniority for 2019-20 academic year)
	4.5 yrs.	Wesley Taylor (includes one-year seniority for 2019-20 academic year)
	2 yrs. 2 mo.	Joseph Lampley (includes one-year seniority for 2019-20 academic year)
**	1.5 yrs.	Wendy Coles (includes one-year seniority for 2019-20 academic year)
**	1.5 yrs.	Calvin Melvin (includes one-year seniority for 2019-20 academic year)
	1 yr.	Bill Jankousky (includes one-year seniority for 2019-20 academic year)

\*/\*\* = same seniority

## **400.6. Consideration of Contracts**

### **A. Administrative**

1. Gerald Edgren Jr., President, Frontier Community College
2. Ryan Gower, President, Lincoln Trail College
3. Rodney Ranes, President, Olney Central College
4. Matthew Fowler, President, Wabash Valley College

## **400.7. Retirement Ratifications**

### **A. Faculty**

1. Carol Kocher, Assistant Professor, OCC, effective June 1, 2020.

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

1. Susan Renee Smith, Executive Assistant to the Chief Executive Officer/Board Secretary, DO, effective March 1, 2020.

### **C. Classified**

1. Chris Murphy, Maintenance/Custodian, OCC, effective May 23, 2020.

**Agenda Item #18**  
**Collective Bargaining**

**Agenda Item #19**

**Litigation**

**Agenda Item #20**

**Other Items**

**Agenda Item #21**

**Adjournment**

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

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	_____							
Temp Building Replacement - LTC	CDB	\$1,495,500	_____							
Center for Technology - LTC	CDB	\$7,569,800	_____							
Applied Arts Building Roof - WVC	CDB	\$295,000	_____							
Power Hub - WVC	CDB	\$300,000	_____							
<b>GRAND TOTAL</b>		<b>\$13,094,700</b>	<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>

1/31/2020