

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

December 14, 2021



Location:

**Wabash Valley College
2200 College Drive
Mt. Carmel, IL 62863**

<https://zoom.us/j/91881566935>

Meeting ID: 918 8156 6935
Dial in number: 312 626 6799

Dinner & Meeting – 6:15 p.m. – Main Hall 101

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**

**December 14, 2021
6:15 p.m.
Wabash Valley College
Main Hall 101**

<https://zoom.us/j/91881566935>

Meeting ID: 918 8156 6935
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1. Call to Order & Roll CallChairman Carter
2. Disposition of Minutes Chancellor Gower
3. Recognition of Visitors and GuestsGower
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet
6. Policy First Reading (and Possible Approval)Gower
 - A. None
7. Policy Second Reading.....Gower
 - A. None
8. Staff Recommendations for Approval
 - A. City of Olney/OCC Easement for Roadway ImprovementGower
 - B. Approval to Purchase Used Vehicles and Trailers Hawkins

- C. Resolution abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of the District. Hawkins
 - E. Non-Standard Affiliation Agreement/Good Samaritan Hospital.....Gower
- 9. Bid Committee Report.....Gower
 - A. Hybrid Drive Train Simulator FCC
 - B. Digger Derrick Truck LTC
 - C. Purchase of Trailers WVC
- 10. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
- 11. Executive Session.....Gower
- 12. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes.....Gower
 - B. Audio Executive Session MinutesGower
 - C. Semi-Annual Review of Executive Session MinutesGower
- 13. Approval of Personnel ReportGower
- 14. Collective Bargaining.....Gower
- 15. LitigationGower
- 16. Other Items
- 17. Adjournment

Minutes of a special 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 person in the Banquet Room at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, November 16, 2021.

AGENDA #1 – “Call to Order & Roll Call” – Chairman Gary Carter called the meeting to order at 5:00 p.m. and directed the Board Secretary, Renee Smith, to call the roll.

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

John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees absent: None. Student Trustee Sania Borom 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:

Ryan Gower, Chancellor.

Renee Smith, Board Secretary.

AGENDA #2 – “Recognition of Visitors & Guests” –

#2-A. Visitors & Guests: There were no visitors and guests present.

#2-B. IECEA Representative: There was no IECEA Representative present.

AGENDA #3 – “Public Comment” – None.

AGENDA #4 – “Strategic Planning” – Dr. Gower led the Trustees in a discussion on issues facing the District and planning for the future of Illinois Eastern Community Colleges.

AGENDA #5 – “Adjournment” – Trustee Brenda Culver made a motion to adjourn. Trustee Al Henager seconded the motion and The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 6:07 p.m.

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room, Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, November 16, 2021.

AGENDA #1 – “Call to Order & Roll Call” – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Board Secretary, Renee Smith, to call the roll.

Roll Call: The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present: John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Also present was Sania Borom, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College. (via Zoom)

Zahi Atallah, President of Lincoln Trail College. (via Zoom)

Rodney Ranes, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Alex Cline, Director of Information & Communications Technology.

Andrea McDowell, Director of Human Resources.

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held October 19, 2021, were presented for disposition.

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

AGENDA #3 – “Public Hearing 2021 Tax Levy” -

Public Hearing: The Chairman announced that the next agenda item for the Board of Trustees was a public hearing to receive comments on the 2021 Tax Levy.

Motion to Recess Regular Meeting and Reconvene Following Hearing: Trustee Brenda Culver made the motion that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing. Student Trustee Sania Borom seconded the motion that “Illinois Eastern Community College District 529, counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White now convene a Tax Levy Hearing on this 16th day of November 2021. The purpose of the Tax Levy Hearing is to receive public comments on the 2021 Tax Levy of the District.”

Public Hearing: 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. At 6:19 p.m. the Chairman declared that the Board to be in a hearing on the 2021 Tax Levy and asked the Secretary to call the roll for attendance.

The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present: John D. Brooks, Gary Carter, Brenda K. Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Also present was Sania Borom, student trustee. Trustees absent: None.

Public Hearing: The Chairman declared that a quorum was present, and the Tax Levy Hearing was now open.

Public Oral Testimony: The Chairman asked if there were any members of the public who wished to provide oral testimony on the 2021 Tax Levy. There were no members of the public who wished to provide oral testimony on the 2021 Tax Levy.

Public Written Testimony: The Chairman asked if there were any member of the public who wished to provide written testimony concerning the 2021 Tax Levy. There were no members of the public who wished to provide written testimony concerning the 2021 Tax Levy.

The Chairman asked if all persons desiring to be heard had been given an opportunity to give oral or written testimony with respect to the 2021 Tax Levy. There were no persons desiring to be heard or to provide written testimony concerning the 2021 Tax Levy.

Public Hearing Adjourned: The Chairman announced that all persons desiring to be heard have been given an opportunity to provide oral or written testimony with respect to the 2021 Tax Levy. Hearing no additional requests, the Chair asked for a motion to conclude and adjourn the hearing.

Trustee Brenda Culver made a motion that the hearing be adjourned. Trustee Al Henager seconded the motion and the Chairman directed the Board Secretary to call the roll of members present. The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present: John D. Brooks, Gary Carter, Brenda K. Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Also present was Sania Borom, student trustee. Trustees absent: None.

The Chairman announced that the motion carried and the Tax Levy Hearing was adjourned at 6:32 p.m. and that pursuant to the earlier motion, the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

AGENDA #4 – “Recognition of Visitors & Guests” –

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

#4-B. IECEA Representative: Andrew King, faculty member at Wabash Valley College was present and was recognized.

AGENDA #5 – “Public Comment” – None.

AGENDA #6 – “Reports” –

#6-A. Report from Trustees: None.

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

#6-C. Report from Cabinet: Dean Michael Conn presented information on symbiosis course offerings.

AGENDA #7 – “Policy First Readings (and Possible Approval)” –

#7. - 400.20 FMLA: Chancellor Gower recommended the Board waive the second reading and approve revisions to policy 400.20 as follow:

HUMAN RESOURCES - 400

Family and Medical Leave Policy (400.20)

Date Adopted: December 14, 1993

Revised: October 21, 2003
Revised: April 15, 2008
Revised: September 15, 2009
Revised: April 21, 2020
Revised: June 16, 2020
Revised: January 19, 2021
Revised: November 16, 2021 (Pending Board Approval)

~~**Emergency Extended FMLA Leave.** In accordance with the Families First Coronavirus Response Act Illinois Eastern Community Colleges has created an additional type of leave under FMLA. This leave is available by law April 1, 2020 through March 31, 2021.~~

~~**Eligibility for Emergency Extended FMLA Leave:** The employee must be
employed by IECC at least 30 calendar days.~~

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

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

~~**Pay During Leave:** The first 10 days are unpaid, but the employee may substitute paid
leave.~~

~~After the 10 days of leave, IECC will pay the employee at a rate not less than two
thirds
of the employee's usual rate of pay. Pay shall be no more than \$200 per day and
\$10,000 total, per the Act.~~

~~Barring future extension of this legislation, the Emergency Extended FMLA Leave section of
this act shall expire at midnight on March 31, 2021. Illinois Eastern Community Colleges will
remain in compliance with future extensions of this or comparable legislation directing the use of
Emergency Extended FMLA.~~

The Leave Policy. Illinois Eastern Community Colleges complies with the Family and Medical
Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible
employees or up to 26 weeks of military caregiver leave. You are eligible to take up to 12 weeks
of unpaid family/medical leave for reasons 1, 2, 3, 4, and 5 and up to 26 weeks of unpaid

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

Eligible Employees.

- Have worked at least twelve (12) months for Illinois Eastern Community Colleges.
- Have worked at least 1,250 hours for Illinois Eastern Community Colleges over the twelve (12) months preceding the date the leave would commence.
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

Reasons For Leave. ~~If you are eligible, you may take up to 12 weeks of family/medical leave for any combination~~ To qualify as FMLA under this policy, the leave must be for one of the following reasons:

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

Amount of Leave. An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. IECC will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee

takes leave, IECC will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the District will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for IECC may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

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

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

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

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

Certification. If you are requesting leave ~~due to being a covered military member, under reason "5"~~ you must supply notification of the call to duty order.

Medical Certification. If you are requesting leave because of your own or a covered family member's serious health condition or servicemember's serious injury or illness, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification Forms from the Director of Human Resources. The medical certification must be given within 15 days after it is requested, or as soon as reasonably possible under the

circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave until it is provided. The District, at its' expense, may require an examination by a second health care provider designated by the District, if reasonable doubt exists concerning the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the District, at its' expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The District may also require medical recertification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness.

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

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

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

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

Leave Is Unpaid. ~~Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, or to care for an injured servicemember any accrued paid vacation and personal days you have may be substituted and used for unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid vacation, personal days, and sick time you have may be substituted and used for any unpaid family/medical leave. In addition, the District's short term and/or long term disability may apply as part of the 12-week leave period when the leave is requested due to your serious health condition or the birth of a child.~~

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal time, or sick leave prior to being eligible for unpaid leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave, or sick leave (as long as the reason for the absence is covered by the IECC's sick leave policy) prior to being eligible for unpaid leave.

At the Board's discretion, the substitution of paid leave time for unpaid leave time will not extend the maximum leave allowed beyond the 12-week or 26-week maximum provided under the FMLA.

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

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

Intermittent And Reduced Schedule Leave. Leave because of a serious health condition or for an injured servicemember may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. ~~For the birth, adoption or foster care of a child, The District and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of a child.~~

~~If leave is unpaid, After all paid leave is exhausted,~~ the District will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for planned medical treatment, the District may temporarily transfer you to an

available alternative position which better accommodates your recurring leave, and which has equivalent pay and benefits.

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

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

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

Board Action: Trustee Brenda Culver made a motion to approve the revised Board of Trustees Policy 400.20 as recommended. Trustee Brady Waldrop seconded the motion and on a roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #8 – “Policy Second Reading” - None.

AGENDA #9 – “Staff Recommendation for Approval” – The following staff recommendations were presented for approval.

#9-A. 2022 IECC Holiday Calendar: Chancellor Gower reviewed the proposed IECC Holiday Calendar and recommended approval of the holiday calendar for Administrative, Technical, Professional Non-Faculty, Clerical & Maintenance Staff for Calendar Year 2022 as follow:

Monday	January 17	Martin Luther King Jr. Day
Monday	February 21	President’s Day

Friday	April 15	Spring Holiday
Monday	May 30	Memorial Day
Monday	June 20	Juneteenth Observed
Monday	July 4	Independence Day
Monday	September 5	Labor Day
Monday	October 10	Columbus Day
Friday	November 11	Veterans Day
Thursday	November 24	Thanksgiving
Friday	November 25	Thanksgiving
	December 20-23	Winter Break
Monday	December 26	Christmas Day Observed
	December 27-30	Winter Break
Monday	January 2	New Year's Day

Board Action: Trustee Barbara Shimer made a motion to approve the IECC Holiday Calendar as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student Advisory Vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. 2022 IECC Board Meeting Dates: Chancellor Gower reviewed and recommended the following proposed 2022 meeting dates for the IECC Board of Trustees.

Tuesday, January 18, 2022, 6:15 p.m., Lincoln Trail College
Tuesday, February 15, 2022, 6:15 p.m., Olney Central College
Tuesday, March 15, 2022, 6:15 p.m., Wabash Valley College
Tuesday, April 19, 2022, 6:15 p.m., Frontier Community College
Tuesday, May 17, 2022, 6:15 p.m., Lincoln Trail College
Tuesday, June 21, 2022, 6:15 p.m., Olney Central College
Tuesday, July 19, 2022, 6:15 p.m., Wabash Valley College
Tuesday, August 16, 2022, 6:15 p.m., Frontier Community College
Tuesday, September 20, 2022, 6:15 p.m., Lincoln Trail College
Tuesday, October 18, 2022, 6:15 p.m., Olney Central College
Tuesday, November 15, 2022, 6:15 p.m., Wabash Valley College
Tuesday, December 13, 2022, 6:15 p.m., Frontier Community College

Board Action: Trustee Brady Waldrop made a motion to approve the IECC Board of Trustees meeting dates for calendar year 2022 as reviewed and recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Student advisory vote: Yea. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. Certification of Tax Levy for Calendar Year 2021: CFO Ryan Hawkins reviewed the Certification of Tax Levy for Calendar Year 2021 and Chancellor Ryan Gower as follows:

CERTIFICATE OF TAX LEVY

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

We hereby certify that we require:

- the sum of \$ 3,175,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and
- the sum of \$ 1,375,000 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and
- the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and
- the sum of \$ 750,000 to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and
- the sum of \$ 240,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and
- the sum of \$ 70,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and
- the sum of \$ 200,000 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and
- the sum of \$ 50,000 to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2021.

Signed this 16th day of November 2021.

Chairman of the Board of Said Community College District

Secretary of the Board of Said Community College District

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

Number of bond issues of said community college district which have not been paid in full 3.

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

.....
(Detach and return to Community College District)

This is to certify that the Certificate of Tax Levy for Community College District No. _____ County(ies) of

_____ and State of Illinois on the equalized assessed value of all taxable property of said community college district for the year 20_____ was filed in the office of the County Clerk of this county on

_____, 20_____.

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

Date

County Clerk and County

Board Action: Trustee Brenda Culver made a motion to approve the Certification of Tax Levy for Calendar Year 2021 as reviewed and recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees Abstaining: John Brooks. Student advisory vote: Yea. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, and one trustee abstaining from the vote; the Chair declared the motion carried.

#9-D. Certification of Compliance with the Truth in Taxation Law: CFO Ryan Hawkins reviewed and recommended approval of the Certification of Compliance with the Truth in Taxation Law. Chancellor Gower recommended approval.

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

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

CHECK ONE OF THE CHOICES BELOW:

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

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

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

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

This certificate applies to the 2021 levy.

Date: _____

Presiding Officer: _____

(Signature)

NOTICE OF PROPOSED TAX INCREASE FOR

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2021 will be held on November 16, 2021, at 6:15 p.m. at Olney Central College, Olney, Illinois.

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

- II. The corporate and special purpose property taxes extended or abated for the year 2020 were \$5,707,603.

The proposed corporate and special purpose property taxes to be levied for 2021 are \$5,955,000. This represents a 4.3% increase over the previous year extension.

- III. The property taxes extended for debt service for 2020 were \$1,818,370.

The estimated property taxes to be levied for debt service and public building commission leases for 2021 are \$2,184,211. This represents a 20.1% increase from the previous year.

- IV. The total property taxes extended or abated for 2020 were \$7,525,973.

The estimated total property taxes to be levied for 2021 are \$8,139,211. This represents an 8.1% increase over the previous year extension.

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

ADOPTED this 19th day of October 2021.

BOARD OF TRUSTEES

ILLINOIS EASTERN COMMUNITY COLLEGES

COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE, AND WHITE

STATE OF ILLINOIS

By: _____ Gary Carter _____

Chairman

ATTEST:

_____ Renee Smith _____

Secretary

Board Action: Trustee Brady Waldrop made a motion to approve the Certification of Compliance with the Truth in Taxation Law 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Student advisory vote: Yea. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

Agenda Item #9-E. GASB Designation of Tax Levy Year: CFO Ryan Hawkins reviewed certain GASB guidelines regarding tax levies. Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District's tax levy is to be recognized as income. Currently, the Board of Trustees does a levy and extension for taxes based upon calendar years which overlap the District's school year and the District's fiscal year. The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2021 will be collected late in calendar year 2022 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2023 (July 1, 2022 – June 30, 2023).

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

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

That the sum of Three Million One Hundred Seventy-Five Thousand Dollars (\$3,175,000) be levied as a tax for Educational purposes; and the sum of One Million Three Hundred Seventy-Five Thousand Dollars (\$1,375,000) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Forty Thousand Dollars (\$240,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Seventy Thousand Dollars (\$70,000) be levied as a special tax for Financial Audit purposes; and the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; the sum of Fifty Thousand Dollars (\$50,000) be levied as a special tax for Worker's Compensation and Unemployment purposes, and the sum of Two Hundred Thousand Dollars (\$200,000) be levied as a special tax for Protection, Health and Safety purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2021 to be collected in the year 2022; and that the income from the levy for the year 2022 be allocated 100% for Fiscal Year 2023.

Adopted this 16th day of November, A.D. 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

Date

ATTEST:

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

Date

Board Action: Trustee Al Henager made a motion to adopt the foregoing resolution regarding designation of the tax levy year as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-F. Affiliation Agreements: The Chancellor recommended approval of affiliation agreements with Lavender Ridge and with Healthcare Therapy Services, Carle Foundation.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreements as recommended. Student Trustee Sania Borom seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “Bid Committee Report” – None.

AGENDA #11 – “District Finance” – The following District financial matters were presented.

#11-A. Financial Reports: The monthly financial reports were presented, including the treasurer’s report, showing the balance in all funds as of November 16, 2021.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for November 2021 totaling \$2,647,368.66 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 November 2021, in the amounts listed. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Executive Session” – None.

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

#13-A. Written Executive Session Minutes: No executive session was held during the regular meeting, Tuesday, November 16, 2021.

#13-B. Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, November 16, 2021.

AGENDA #14. Personnel Report: Andrea McDowell presented the following personnel report and the Chancellor recommended approval.

400.1. Employment of Personnel

A. Faculty

- 1. Krista Barber, Nursing Instructor, OCC/LTC, effective January 5, 2022.

B. Professional, Non-Faculty, Non-Exempt

- 1. Chase Bramlet, Coordinator of Public Information & Marketing, WVC, effective November 29, 2021.

C. Classified

- 1. Marty Fatheree, Maintenance/Custodian, OCC, effective November 22, 2021.
- 2. Ryan Wilborn, Technology Support Specialist, DO, effective November 29, 2021.

400.2. Change in Status

A. Classified

- 1. Carrie Thomas, Administrative Assistant, Workforce Education, to Program Assistant, Workforce Education, effective November 17, 2021.

400.3. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Academic Year</u>
Cori Stringfellow	Wabash General Hospital Mount Carmel, IL	27

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

400.5. Special Assignments

A. Faculty

- 1. Michael Patilla, Performing Arts Coordinator, LTC, \$1,500 per academic year.
- 2. Beth Wilson, Nursing Instructor, additional duties, OCC/FCC, \$1,000, fall 2021.

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

AGENDA #15 – Collective Bargaining – The Board approved a Memorandum of Agreement between the Illinois Education Association/National Education Association (IEA/NEA) and the District’s Bargaining Unit Faculty (IECEA) under Agenda Item #14 Personnel Report.

AGENDA #16 – Litigation – None.

AGENDA #17 – Other Items – None.

AGENDA #18 – Adjournment – Student Trustee Sania Borom made a motion to adjourn. Trustee Brady Waldrop seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 7:57 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

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

Agenda Item #4

Public Comment

Agenda Item #5

**Reports
Trustees
Chancellor
Presidents
Cabinet**

Agenda Item #6

Policy First Reading (and Possible Approval)

Agenda Item #7

Policy Second Reading

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

City of Olney/OCC Easement for Roadway Improvement

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: December 14, 2021
RE: City of Olney Easement

The City of Olney (City) proposes to improve FA Route 187 in Olney, Illinois. This improvement requires the acquisition of the below referenced parcel:

Northwest Street, Route 130, Olney, IL 62450, Route FA Route 187, Section 18-00083-00-SW, Richland County, Job No. C-97-149-21, Parcel: 06-33-401-141

This parcel consists of:

- 46.5 square feet of land in fee simple
- 69.6 Square feet of land for a temporary construction easement for 5 years

The following documents have been sent under separate cover for Board consideration:

- Valuation Finding Appraisal and Appraisal Review Certification
- Title Commitment
- Basis for Computing Total Approved Compensation and Offer to Purchase
- Affidavit of Title
- Warranty Deed
- Temporary Construction Easement
- Certified Resolution
- Receipt of Conveyance Documents and Disbursement Statement
- PTAX
- W-9
- Right of Way Plat

I ask the Board's approval of the easement to allow the City of Olney to move forward with the improvement project.

RG/sc

Owner Board of Trustee of Illinois
Eastern Community
Colleges District #529
Address Northwest Street, Route 130
Olney, IL 62450
Route FA Route 187
County Richland
Job No. C-97-149-21
Parcel No. 06-33-401-141(pt)
Section 18-00083-00-SW
Project No. 9F61(312)
Station 985+43.32 to 985+53.02 (Warranty Deed)
Station 985+43.54 to 985+58.64 (TCE)

CERTIFIED RESOLUTION
(School District)

I, _____, of Illinois Eastern Community Colleges District No. 529, a school district organized and existing under the laws of the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Board of Education of the School District, a quorum of its members being present at a meeting held on the _____ day of _____, 2021, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that, _____ the _____, and _____, the _____, of the Board of Education of the School District are hereby authorized and directed to convey the school district's interest in the following described real estate in Richland County, Illinois to the City of Olney for highway purposes for the sum of \$600.00:

Warranty Deed:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, RICHLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 00°18'15" EAST, 2703.70 FEET ALONG THE EAST LINE OF SECTION 33; THENCE SOUTH 88°24'28" WEST, 45.01 FEET TO THE WEST RIGHT OF WAY LINE OFF.A. ROUTE 187 BEING THE POINT OF BEGINNING; THENCE SOUTH 00°16'50" EAST, 9.70 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE NORTH 45°35'20" WEST, 13.48 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARKER STREET; THENCE NORTH 88°24'28" EAST, 9.59 FEET TO THE POINT OF BEGINNING, CONTAINING 46.5 SQUARE FEET MORE OR LESS.

Temp Easement:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, RICHLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 00°18'15" EAST, 2703.70 FEET ALONG THE EAST LINE OF SECTION 33; THENCE SOUTH 88°24'28" WEST, 54.60 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PARKER STREET BEING THE POINT OF BEGINNING; THENCE SOUTH 45°35'20" EAST, 13.48 FEET TO THE WEST RIGHT OF WAY LINE OFF.A. ROUTE 187; THENCE SOUTH 00°16'50" EAST, 5.63 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE NORTH 45°35'20" WEST, 21.30 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARKER STREET; THENCE NORTH 88°24'28" EAST, 5.56 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 69.6 SQUARE FEET MORE OR LESS.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Further resolved that the members of the Board of Education of the school district noted for the adoption of this resolution as follows: AYE _____; NAY _____; ABSENT _____

Dated this _____ day of _____, 2021.

Signature

Print Name and Title

State _____)
of _____) ss

County of _____)

This instrument was acknowledged before me
on _____, _____, by
_____, as _____
of _____.

(SEAL)

Notary Public

My Commission Expires: _____

Agenda Item #8B

Approval to Purchase Used Vehicles and Trailers

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: December 14, 2021

RE: Approval to Purchase Used Vehicles and Trailers

It is the policy of Illinois Eastern Community College District #529 to award contracts for purchases of supplies or materials more than \$25,000 to the lowest responsible bidder in conformity with specifications, quality, and serviceability. In attempts to bid purchases of full-size vans, service trucks, and other vehicle needs of the District, it has been increasingly difficult to secure bids from dealers. Disruptions in the auto industry have made it more difficult to work with dealers as either 1) inventory does not exist, or 2) the vehicle is sold before we can get an item to the Board for approval.

For Fiscal Year 2021, the District had budgeted to purchase four vans and two service trucks for operations and maintenance. We have applied general specifications to these vehicles, including: 2019 or newer and 30,000 or fewer miles. We would continue to utilize these standard specifications when seeking any future vehicles. Additionally, other procurement procedures will be maintained through obtaining, or seeking to obtain, quotes from a minimum of three providers.

Under ILCS 805/3-27.1, limited exceptions exist that allow the Board to approve purchases of equipment previously owned by some entity other than the District itself without bidding the item (805/3-27.1(i)). For the remainder of this Academic Year (ending June 30, 2022), we are asking the Board to authorize the District to seek bids and quotes to procure vehicles that meet our specifications, while adhering to all other procurement procedures and policies. Any vehicle purchased, will not exceed \$50,000 in cost, and will be reported back to the Board following acquisition.

RG/akb

Agenda Item #8C

Resolution abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of the District

Memorandum

TO: Board of Trustees

FROM: Ryan Gower

DATE: December 14, 2021

RE: Resolution abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of the District.

On October 20, 2020, the District adopted a resolution approving the issuance of \$2,325,000 Taxable General Obligation Community College Bonds, titled Series 2020D. This resolution carried with it a schedule of taxes to be levied for each year beginning with tax year 2020 until the bonds were fully retired in December 2026.

This resolution sets forth in Exhibit A the tax to be levied for 2021 was \$382,048.75. However, in evaluating current and historic cash balances within the District's bond funds, it has been determined that sufficient resources exist to apply towards repayment of the principal and interest of the Series 2020D bonds for the tax year 2021. Accordingly, the resolution will instruct the County Clerks of the twelve counties of District 529 to abate \$250,000 for tax year 2021, leaving the tax to be extended as \$132,048.75.

I ask the Board's approval of the attached resolution abating \$250,000 for tax year 2021 on the extension of the Series 2020D Taxable General Obligation Community College Bonds.

RG/akb

Attachment

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, in said Community College District at 6:15 o'clock P.M., on the 14th day of December 2021.

* * *

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

_____ and _____ (non-voting student trustee).

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

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

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

The Chairman announced that the next item of business before the Board of Trustees was the consideration of a resolution abating the tax heretofore levied for the year 2021 to pay debt service on the Taxable General Obligation Community College Bonds, Series 2020D, of the District.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, copies of which were made available to all in attendance at said meeting who requested a copy:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

* * *

WHEREAS, the Board of Trustees (the “*Board*”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), by resolution adopted on the 20th day of October, 2020 (the “*Bond Resolution*”), did provide for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Bonds were issued by the District pursuant to the terms of the Bond Resolution; and

WHEREAS, the Board has determined and does hereby determine that the District has funds on hand and lawfully available to pay the principal and interest on the Bonds due in the next Bond year (the “*Available Funds*”); and

WHEREAS, such Available Funds have been deposited into the Bond Fund as created pursuant to and defined in the Bond Resolution; and

WHEREAS, the Board has determined and does hereby determine that it is necessary and in the best interests of the District to apply the Available Funds to the payment of the Bonds and abate the taxes heretofore levied to pay the principal of and interest on the Bonds to the amount of the Available Funds:

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

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

Section 2. Abatement of Tax. The tax heretofore levied for the year 2021 in the Bond Resolution is hereby abated, as set forth in *Exhibit A* attached hereto and made a part hereof.

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution, the Secretary of the Board shall file a certified copy hereof with the County Clerks of The Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2021 in accordance with the provisions hereof.

Section 4. Effective Date. This resolution shall be in full force and effect forthwith upon its adoption.

Adopted December 14, 2021.

Chairman, Board of Trustees

Secretary, Board of Trustees

EXHIBIT A

TAXABLE GENERAL OBLIGATION COMMUNITY COLLEGE BONDS, SERIES 2020D

YEAR OF LEVY	TAX LEVIED IN BOND RESOLUTION	TAX TO BE ABATED	TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2021	\$382,048.75	\$250,000.00	\$132,048.75

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

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

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

NAY: _____

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

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

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

Secretary, Board of Trustees

STATE OF ILLINOIS)

) SS

COUNTY OF RICHLAND)

CERTIFICATION OF RESOLUTION AND MINUTES

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 14th day of December 2021, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of December 2021.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Richland County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Richland,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CLARK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Clark County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Clark, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CLAY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Clay County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Clay, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CRAWFORD)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Crawford County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Crawford,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CUMBERLAND)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Cumberland County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Cumberland,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF EDWARDS)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Edwards County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Edwards,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF HAMILTON)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Hamilton County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Hamilton,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF JASPER)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Jasper County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Jasper, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAWRENCE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Lawrence County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Lawrence,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WABASH)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Wabash County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Wabash,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WAYNE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Wayne County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Wayne, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WHITE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of White County, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 14th day of December 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2021 for the payment of Taxable General Obligation Community College Bonds, Series 2020D, as described in said resolution will be abated as provided in said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of White, Illinois

(SEAL)

Agenda Item #8D

Non-Standard Affiliation Agreement

- **Good Samaritan Hospital**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: December 14, 2021
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 a non-standard clinical and non-clinical affiliation agreement with the following organization:

- Good Samaritan Hospital

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

RG/sc

PRACTICAL EDUCATION AFFILIATION AGREEMENT

This Clinical Education Agreement (“Agreement”) is entered into by and between Illinois Eastern Community College District #529, Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College, an educational institution with administrative offices located at 233 East Chestnut Street, Olney, Illinois (“College”) and Good Samaritan Hospital, a health care facility with its principal office located at 520 South 7th Street, Vincennes, Indiana 47591 (“Facility”), and is effective as of the date executed by the parties hereto. The Facility and the College are collectively referred to herein as the “Parties.”

Background

1. The College offers health-related degree and certificate programs at Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College (the “Program” or “Programs”);
2. College and Facility wish to form a relationship to provide educational experiences for one or more students enrolled at College (hereafter “Student”), and Facility has the environment necessary for such learning experience;
3. The Facility operates one or more clinical facilities which can provide a setting for such practical learning and clinical experiences;
4. The Facility desires to cooperate with the College by providing qualified professionals and making its facilities available to the designated member of College’s faculty who is responsible for the education of the Students (“Faculty Member”) and the Students themselves for such practical learning and clinical experiences;
5. The purpose of this agreement is to guide and direct a working relationship between the College and the Facility in providing clinical education experiences for a designated program.

NOW THEREFORE, in consideration of the Background information described above and the mutual covenants and undertakings contained below, it is agreed as follows:

Article I. Mutual Agreements

1.1. Provision of Learning Experiences. The Facility agrees to provide to the Students the opportunity to obtain practical experiences in its facilities, and the College agrees to assign Students from time to time to the Facility to obtain such learning experiences, which shall be on the terms and conditions set forth in this Agreement.

1.2. No Discrimination. There will be no discrimination against a Student or Faculty Member due to any legally protected classification including, but not limited to, race, gender, national origin, disability, religion, age, sexual orientation, or veteran status. The Parties shall at all times comply with Title VI of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments Act of 1972, as amended.

1.3. Student Placement. The placement and determination of the number of Students to be assigned to the Facility shall be at the recommendation of the College and a joint decision of the College and the Facility based on necessary learning experiences and available staff and space in the Facility.

1.4. Student Compliance with Facility Policies and Procedures. Students will be required to comply with all applicable policies and procedures of the Facility. Notwithstanding anything in this Agreement to the contrary, the Facility shall retain the discretion to immediately dismiss any Student from its Facility for any violation of a Facility policy and/or procedure and/or for conduct which the Facility determines, in its sole discretion, to be detrimental to the care of Facility's patients and/or employees.

1.5. Disciplinary Procedure. In the event of an Incident, as hereinafter defined, the Facility will give the Director of the Program immediate notice by mail in which the Parties will cooperate with each other in making a prompt investigation of the facts and/or circumstances of such conduct or occurrence. The Facility acknowledges that the investigation and any disciplinary action involving a Student is at the discretion of the College and must follow and comply with the appropriate policies and procedures of the College.

1.5.1. The term "Incident" has used herein is defined to include, but not be limited to, conduct or an occurrence which:

- i. May involve legal liability on the part of a Student or Faculty Member;
- ii. May violate any policy or procedure of the Facility;
- iii. Involves unsatisfactory performance or behavior, including but not limited to, a good faith belief of impairment because of alcohol consumption and/or substance abuse, by a Student at the Facility;
- iv. Involves problems or issues relating to the educational experience.

1.6. Cooperation in Program Development. The College and the Facility will cooperate in developing the methods of instruction, objectives and other details of the Students' learning and practical experiences and will provide documentation to each Student. The College and the Facility will coordinate their respective efforts to help ensure understanding of the expectations and roles of the Parties in providing a quality experience. Notwithstanding anything to the contrary herein, the Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.

1.7. This Agreement Not a Contract for Employment. Students and Faculty Members will not be afforded coverage by the Facility's worker compensation, health insurance or other of its benefit programs. Any expenses for injury or treatment shall be borne individually by the Student or Faculty Member.

1.8. No Compensation By Facility. Students are deemed trainees and shall not receive compensation by the Facility for any services provided. Faculty Members shall not receive compensation by the Facility for any services provided. The College shall not be required to compensate the Facility or any of its agents or employees for any services or facilities provided by Facility hereunder.

1.9. No Requirement for Referrals. Nothing in this Agreement requires or obligates the College to admit or cause the admittance of a patient to the Facility or to use the Facility's services. None of the benefits granted pursuant to this agreement is conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

1.10. Termination of Student Experience. The College or Facility may end a student experience if the Student is not compliant with College and/or Facility guidelines, policies, procedures, or in the event that the continuation of the experience would put the Student, College or Facility at risk.

Article II. College Responsibilities

During all times that the Parties are operating under this agreement, the College agrees to:

2.1. Accreditation. Maintain its accreditation from the applicable Higher Learning Commission and School and other appropriate accrediting bodies.

2.2. Student Education. Retain responsibility for the education of each Student, including assigning one or more appropriately certified Faculty Members who shall coordinate Student practical learning and clinical experiences and assist the Facility in monitoring the quality of care provided by Students in accordance with Program expectations. Upon the Facility's written request to the Faculty Member, the Faculty Member shall provide the Facility with curriculum and course content information.

2.3. Provision of Information to Facility. Provide the Facility with (i) names and contact information for all Faculty Members, (ii) the name and contact information for the College contact person for purposes of questions and providing notices as set forth herein, and (iii) the name, class level, and educational experience desired for each Student who will be assigned to the Facility.

2.4. Completion of Orientations. Ensure that all Faculty Members and Students assigned to the Facility have completed necessary Facility orientations.

2.5. Provision of Administrative Documents. Provide each Student and Faculty Member assigned to the Facility with all of the Facility's regulations, policies, and procedures applicable to the Program.

2.6. Student Insurance. Ensure that Students and/or Faculty Members assigned to and/or present at the Facility in an official capacity have professional liability insurance with limits of \$1,000,000 per claim and \$5,000,000 annual aggregate as well as general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Records documenting these criteria shall be available at the College for review by authorized personnel of the Facility.

2.7. Orientation of Facility Personnel. Assist in orienting appropriate Facility personnel to the goals, objectives and educational methods of the Program, as well as from time to time advise the Facility of any proposed changes in educational experiences for a Student.

2.8. Student Qualification. Ensure that each Student assigned to the Facility is in good academic standing at the College and has an appropriate level of academic instruction to participate in the practical learning and educational experience. If requested by the Facility, it will be the responsibility of each Student to provide the facility proof of all immunizations in accordance with the recommendations for immunizations for health care professionals established by the Centers for Disease Control and Prevention and the Advisory Committee on Immunization Practices.

2.9. Regulatory Compliance Training. Ensure that each Student assigned to the Facility has completed training related to the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations and the Occupational Safety and Health Administration ("OSHA") Blood-borne Pathogens Standard requirements, prior to working in the Facility.

2.10. Compliance with Sex Offender Registry. Ensure that each Student assigned to the Facility is in compliance with Ind. Code §11-8-8-1 *et seq.* relating to the registration of sex offenders and any other similar law.

2.11. Criminal Background Checks. Ensure that each Student assigned to the Facility has undergone a criminal background check, which results shall be satisfactory to the College, before coming to the Facility.

2.12. CPR Certification. Ensure that each Student assigned to the Facility maintains a current cardiopulmonary resuscitation ("CPR") certification if providing patient care.

2.13. Administration of Students. Coordinate with Facility to schedule Student assignments and monitor Student's performance.

Article III. Facility Responsibilities

During all times that the Parties are operating under this agreement, the Facility agrees to:

3.1. Provision of Clinical Experience Opportunities. Provide a practical learning and clinical experience to Students assigned to the Facility, including but not limited to supervising Students in observing and assisting in various aspects of patient care, to the extent permitted by applicable law and without disruption of patient care.

3.2. Organization of Program. Be responsible for the organization, administration, financing, staffing, and operation of its services and the maintenance of standards accepted for efficient management by the appropriate accrediting body and operate in accordance with acceptable health care standards.

3.3. Evaluation of Student Performance. At the request of the College, evaluate each Student's performance and when requested provide an evaluation on College-provided forms;

3.4. Storage Space. Provide a reasonable amount of storage space for apparel and personal effects of participating students and reasonable conference room space at Agency for use in clinical conference.

3.5. Acceptance of Students. Accept each Student for educational experiences in those courses for which placement has been mutually reviewed, planned, and arranged and make available those educational experiences agreed upon.

3.6. Liaison. Designate person(s) who will act as liaison(s) between the College and the Facility's staff and Faculty Member

3.7. Orientation. Upon request, provide to each Student and Faculty Member appropriate orientation to address the policies, programs and procedures of the Facility. Inform the College of all new and revised policies and procedures which may affect the clinical experiences described herein.

3.8. Care of Patients Retain ultimate authority and responsibility for the care of the Facilities outpatients and those admitted to the Facility, including but not limited to administrative and professional supervision of Students insofar as the Students presence affects the direct or indirect provision of care and services to patients of the Facility.

3.9. Staffing. Maintain a sufficient level of staffing to carry out the Facility's obligations hereunder, which staffing shall not be reduced as a result of any Students receiving a practical experience.

3.10. Insurance. Maintain professional liability insurance coverage with limits of \$4,000,000 per occurrence and \$8,000,000 annual aggregate as well as general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Records documenting these criteria shall be available for review by authorized personnel of the College.

3.11. Compliance. Comply with the Family Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

Article IV.
Indemnification

The College and the Facility agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this agreement. The Parties agree to cooperate to dispose of any such claim. Each party to this Agreement (the "Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee")(together with Indemnitee's successors, assigns, directors, trustees, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorneys' fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, trustees, officers, employees or agents; provided however, that the obligation of each Indemnitor to hold the other Indemnitee harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability if Indemnitor is an instrumentality of the State of Indiana (e.g. actions and conditions as to which either Indemnitor may be immunized by the Indiana Medical Malpractice Act and/or the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that either Indemnitor's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant and all appropriate defenses had been raised by Indemnitor. If a party becomes aware of a claim or threatened claim involving a party or the other party, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days after receiving knowledge of such claim or threatened claim.

Article V.
Regulatory Compliance

The Facility and the College agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations made part of HIPAA. Facility and the College agree that for purposes of HIPAA, the College is not a business associate of Facility by reason of the fact that the College sends students to Facility for a clinical rotation or to receive other educational experience. Solely for the purpose of defining Students and Faculty Members role in relation to the use and disclosure of the Facilities protected health information, all Students and Faculty Members shall be considered members of the Facility's workforce, as that term is defined by HIPAA, and the College agrees to require Students and Faculty Members to participate in any training provided by Facility for its workforce members so that Facility may comply with HIPAA. Furthermore, the Facility and the College shall promptly amend the agreement to conform to any new or revised legislation, rules and regulations concerning the Standards for Privacy of Individually Identifiable Health Information in order to ensure that Facility is at all times in conformance with HIPAA. If, within thirty (30) days of either party first providing notice to the other of the need to amend the agreement to comply with HIPAA, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this agreement to meet the requirements in question; or (ii) alternatively, the Parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this agreement upon ninety (30) days prior written notice.

**Article VI.
Term and Termination**

6.1. Term. This Agreement shall be effective from the date last executed by the Parties and will remain valid for a period of one (1) year after the effective date ("Initial Term") or until terminated as herein provided.

6.2. Renewal. To the extent not terminated, upon expiration of the Initial Term this Agreement shall be renewed upon the same terms for one (1) year periods as memorialized in an annual letter of renewal executed by the Parties.

6.3. Termination. This Agreement may be terminated by either party with or without cause with a minimum of thirty (30) days written notice of a party's intention to do so, provided that any Student who has been assigned to work in the Facility shall be given the opportunity to complete their practical educational and clinical experience as offered.

**Article VII.
Miscellaneous**

7.1. Amendment. Amendment to this Agreement will be made only by mutual written consent of the Parties. The Parties recognize that addendums may be necessary for certain programs and agree to enter into and execute such addendums from time to time, which shall be deemed incorporated and made part of this Agreement.

7.2. Notices. All notices to be given in writing hereunder shall be delivered or sent to:

To the College: Illinois Eastern Community
Colleges
233 E. Chestnut St
Olney, IL 62450

To the Facility: Good Samaritan Hospital
520 S. 7th Street
Vincennes, Indiana 47591

7.3. Counterparts. This agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that this agreement may be signed by electronic or facsimile transmission and shall be deemed to be original signatures.

7.4. Headings. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation of this Agreement.

7.5. Complete Agreement. This document is the final agreement, contains the entire, complete and exclusive agreement between the Parties concerning the matters discussed herein, and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the Parties.

7.6. Authority to Execute. Each individual executing this Agreement on behalf of the respective Parties hereto represents and warrants that such person is duly authorized to execute and deliver this Agreement on behalf of the respective Parties and that this Agreement is binding upon the respective party hereto in accordance with its terms.

7.7. Venue and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Indiana, without regard to the choice of law principles of Indiana or any other jurisdiction. The Parties hereby agree to grant exclusive jurisdiction and venue in the Circuit Court of Knox County in the State of Indiana for any disputes arising out of this Agreement or the relation of the parties.

7.8. Gender and Number. As used in this agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender.

7.9. Negotiated Agreement. This Agreement constitutes the result of negotiations between the parties relating to matters set forth herein and, as such, no party shall be deemed to be the drafter of this Agreement. The language of all parts of the Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

7.10. No Assignment. Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

7.11. Waiver. Waiver by either party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

7.12. No Exclusion. College represents and warrants that College and its representatives (including Students and Faculty Members, if applicable) are not: (1) currently excluded, debarred, or disqualified by any federal governmental agency or program or otherwise ineligible from receiving federal contracts or assistance; (2) present on the exclusion database of the Office of the Inspector General or the Government Services Administration; or (3) convicted of a criminal offense related to the provision of health care or under investigation for any of the above circumstances.

The Parties, by their duly authorized representatives, have caused this agreement to be executed as of the date last set out below.

“College”

“Facility”

Illinois Eastern Community Colleges

Good Samaritan

Name

Name

Title

Title

Department

Department.

Agenda Item #9

Bid Committee Report

BID COMMITTEE REPORT

December 14, 2021

Frontier Community College

1. Hybrid Drive Train Simulator

Lincoln Trail College

1. Digger Derrick Truck

Wabash Valley College

1. New 2020/2021 Trailer
2. Used 2016 or Newer Trailer

TO: Board of Trustees

FROM: Bid Committee

DATE: December 14, 2021

RE: Hybrid Drive Train Simulator

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

The Bid Committee recommends acceptance of the bid received from Consulab for a total of \$36,051.

Company	Bid
Consulab Quebec City, Canada	\$36,051
Megatech Tewksbury, MA	\$28,900

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: FCC Automotive.

Source of Funds: Higher Education Emergency Relief Funds.

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

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

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for a Hybrid Drive Train Simulator for Frontier Community College's automotive program shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 10:00 a.m. local time, on Tuesday, December 7, 2021, 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:

- Hybrid Drive Train Training System
- Cutaway drive train components including:
 - Internal combustion engine
 - Torque damper assembly
 - Motor/generator
 - Planetary gearset
 - Transaxle
 - Inverter
 - High voltage battery
- Cutaways to be clear, allowing for viewing operation during drive modes
- Simulated operational modes of a typical hybrid drive train
 - Reverse
 - Engine start
 - Low speed and low acceleration
 - Normal drive
 - High speed and high acceleration
 - Coasting
 - Regenerating braking

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 Hybrid Drive Train Simulator

- Hybrid Drive Train Training System
- Cutaway drive train components including:
 - Internal combustion engine
 - Torque damper assembly
 - Motor/generator
 - Planetary gearset
 - Transaxle
 - Inverter
 - High voltage battery
- Cutaways to be clear, allowing for viewing operation during drive modes
- Simulated operational modes of a typical hybrid drive train
 - Reverse
 - Engine start
 - Low speed and low acceleration
 - Normal drive
 - High speed and high acceleration
 - Coasting
 - Regenerating braking

Note: Following Board approval, bids will be awarded on December 14, 2021.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO FRONTIER COMMUNITY COLLEGE, 2 FRONTIER DRIVE, FAIRFIELD, IL 62837. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS 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.

This bid is 100% funded through the U.S. Department of Education Higher Education Emergency Relief Fund, Award No. P425F203329, with 0% of the cost of this solicitation financed by non-federal sources.

TO: Board of Trustees

FROM: Bid Committee

DATE: December 14, 2021

RE: Digger Derrick Truck

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

The Bid Committee recommends acceptance of the bid received from Lake Country Auctions for a total of \$39,465.

Company	Bid
Lake Country Auctions Lockport, NY	\$39,465

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: LTC Broadband Telecom.

Source of Funds: LTC Education Fund Budget.

Rationale for Purchase: The proposal from Lake Country Auctions met the bid specifications.

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

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for a Digger Derrick Truck for Lincoln Trail College's Telecom program shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 10:30 a.m. local time, on Tuesday, December 7, 2021, 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:

- 2009 or newer Digger Derrick
- Preferred: Altec
- Less than 70,000 miles
- Less than 3,000 hours on lift and boom
- 15,000 capacity boom tip winch, two speed in-bed
- 30,000 lb winch with 3,000 ft cable
- Auger mandatory
- Maximum lift capacity – 30,000 lbs pole setting
- Sheave height 44.3 ft, reach for centerline of rotation 34.6 ft
- Delivery required

Bids should include all items bid as one contract price. All bids should include photos of interior and exterior of the vehicle being offered. A web link to the dealer's webpage having photos of the selected stock item is acceptable.

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 Digger Derrick Truck

Unit Costs Bids will be received for the following:

- 2009 or newer Digger Derrick
- Preferred: Altec
- Less than 70,000 miles
- Less than 3,000 hours on lift and boom
- 15,000 capacity boom tip winch, two speed in-bed
- 30,000 lb winch with 3,000 ft cable
- Auger mandatory
- Maximum lift capacity – 30,000 lbs pole setting
- Sheave height 44.3 ft, reach for centerline of rotation 34.6 ft
- Delivery required

Note: Following Board approval, bids will be awarded on December 14, 2021.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO LINCOLN TRAIL COLLEGE, 11220 STATE HIGHWAY 1, ROBINSON, IL 62454. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS 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: December 14, 2021

RE: New 2020/2021 Trailer

The District did not receive any bids on this item. Accordingly, the Bid Committee has no recommendation for award.

TO: Board of Trustees

FROM: Bid Committee

DATE: December 14, 2021

RE: Used 2016 or Newer Trailer

The District did not receive any bids on this item. Accordingly, the Bid Committee has no recommendation of award.

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

TREASURER'S REPORT
November 30, 2021

FUND	BALANCE
Educational	\$ 11,943,512.22
Operations & Maintenance	2,253,228.29
Operations & Maintenance (Restricted)	2,571,478.62
Bond & Interest	81,472.38
Auxiliary	2,006,710.78
Restricted Purposes	(209,829.55)
Working Cash	902,688.73
Trust & Agency	561,364.64
Audit	12,003.03
Liability, Protection & Settlement	912,565.56
TOTAL ALL FUNDS	<u><u>\$ 21,035,194.70</u></u>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
November 30, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 11,958,812	\$ 2,253,228	\$ 2,571,479	\$ 81,472	\$ 2,027,211	\$ (209,830)
Investments	-	1,501,771	-	-	5,330,811	-
Accounts Receivable	1,527,957	236,426	-	-	293,450	-
Other Receivables	739,648	-	1	-	-	743,553
Restricted Cash	-	-	4,012,361	-	-	-
Inventory	-	-	-	-	749,825	-
Other Assets	-	-	-	-	-	484,144
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 14,226,417	\$ 3,991,425	\$ 6,583,841	\$ 81,472	\$ 8,401,297	\$ 1,017,867
LIABILITIES						
Accounts Payable	\$ 35,984	\$ 78,018	\$ 4,500	\$ -	\$ 36,246	\$ 21,721
Accrued Payroll Liabilities	(5,150)	-	-	-	-	-
Other Accrued Liabilities	215,388	-	36,665	-	61,498	2,292
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	246,222	78,018	41,165	-	97,744	24,013
FUND BALANCES						
Non-Spendable	-	-	-	-	749,825	-
Restricted						
Board Designated	10,782,592	1,470,706	-	-	-	-
Other Purposes	-	2,442,701	6,542,676	81,472	-	993,854
Unassigned	3,197,603	-	-	-	7,553,728	-
Total Fund Balances	13,980,195	3,913,407	6,542,676	81,472	8,303,553	993,854
Total Liabilities and Fund Balances	\$ 14,226,417	\$ 3,991,425	\$ 6,583,841	\$ 81,472	\$ 8,401,297	\$ 1,017,867

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
November 30, 2021

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 902,689	\$ 561,365	\$ 12,003	\$ 912,566	\$ 21,070,995
Investments	5,399,269	-	-	-	12,231,851
Accounts Receivable	-	-	-	-	2,057,833
Other Receivables	38,120	10,948	-	-	1,532,270
Restricted Cash	-	-	-	-	4,012,361
Inventory	-	-	-	-	749,825
Other Assets	-	-	-	-	484,144
Due From Other Funds	-	-	-	-	-
Total Assets	\$ 6,340,078	\$ 572,313	\$ 12,003	\$ 912,566	\$ 42,139,279
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 176,469
Accrued Payroll Liabilities	-	-	-	-	(5,150)
Other Accrued Liabilities	-	130	-	-	315,973
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	130	-	-	487,292
FUND BALANCES					
Non-Spendable	6,325,000				7,074,825
Restricted					-
Board Designated	-	-	-	-	12,253,298
Other Purposes	15,078	-	12,003	912,566	11,000,350
Unassigned	-	572,183	-	-	11,323,514
Total Fund Balances	6,340,078	572,183	12,003	912,566	41,651,987
Total Liabilities and Fund Balances	\$ 6,340,078	\$ 572,313	\$ 12,003	\$ 912,566	\$ 42,139,279

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended November 30, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES						
Property Taxes	\$ 2,180,165	\$ 930,390	\$ 67,988	\$ 1,277,223	\$ -	\$ -
Replacement Taxes	168,336	168,336	-	-	-	-
ICCB Grants	5,253,987	-	-	-	-	128,683
Federal Grants	-	-	-	-	-	6,333,657
Tuition & Fees	8,296,248	767,333	-	-	262,889	-
Charges for Services	-	-	-	-	1,258,125	-
Interest	35,740	8,135	19,552	4,383	12,224	8,646
Other Revenues	73,684	13,913	-	-	69,271	26,884
Total Revenues	16,008,160	1,888,107	87,540	1,281,606	1,602,509	6,497,870
EXPENDITURES						
Payroll	5,324,450	374,233	-	-	716,239	728,307
Benefits	783,819	79,477	-	-	69,920	154,353
Contractual Services	494,593	206,180	74,368	-	129,749	115,140
Supplies	1,086,830	136,250	2,133	-	1,016,682	164,754
Travel	61,724	-	39	-	96,055	24,574
Fixed	17,109	7,009	-	1,681,620	135,459	132,324
Utilities	18,711	384,938	-	-	-	-
Capital Outlay	119,507	112,528	166,661	-	13,451	127,672
Other	53,659	-	-	-	99,073	786,031
Scholarships, Student Grants, & Waivers	2,953,402	-	-	-	177,234	3,807,095
Total Expenditures	10,913,804	1,300,615	243,201	1,681,620	2,453,862	6,040,250
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,094,356	587,492	(155,661)	(400,014)	(851,353)	457,620
TRANSFERS						
Net Transfers	(1,327,761)	-	-	-	1,327,761	-
Total Transfers	(1,327,761)	-	-	-	1,327,761	-
Net Change in Fund Balance	3,766,595	587,492	(155,661)	(400,014)	476,408	457,620
Fund Balance - Beginning	10,213,600	3,325,915	6,698,337	481,486	7,827,145	536,234
Fund Balance - Ending	\$ 13,980,195	\$ 3,913,407	\$ 6,542,676	\$ 81,472	\$ 8,303,553	\$ 993,854

Illinois Eastern Community Colleges						
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)						
For the Period Ended November 30, 2021						
		Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
REVENUES						
Property Taxes	\$	-	\$ -	\$ 57,893	\$ 757,479	\$ 5,271,138
Replacement Taxes		-	-	-	-	336,672
ICCB Grants		-	-	-	-	5,382,670
Federal Grants		-	-	-	-	6,333,657
Tuition & Fees		-	-	-	-	9,326,470
Charges for Services		-	28,021	-	-	1,286,146
Interest		6,379	1,902	41	2,402	99,404
Other Revenues		-	348,536	-	-	532,288
Total Revenues		6,379	378,459	57,934	759,881	28,568,445
EXPENDITURES						
Payroll		-	-	-	-	7,143,229
Benefits		-	-	-	87,956	1,175,525
Contractual Services		-	7,533	33,900	45,382	1,106,845
Supplies		-	3,014	-	-	2,409,663
Travel		-	985	-	-	183,377
Fixed		-	-	-	323,423	2,296,944
Utilities		-	-	-	-	403,649
Capital Outlay		-	-	-	-	539,819
Other		-	-	-	-	938,763
Scholarships, Student Grants, & Waivers		-	249,090	-	-	7,186,821
Total Expenditures		-	260,622	33,900	456,761	23,384,635
Excess (Deficiency) of Revenues Over (Under) Expenditures		6,379	117,837	24,034	303,120	5,183,810
TRANSFERS						
Net Transfers		-	-	-	-	-
Total Transfers		-	-	-	-	-
Net Change in Fund Balance		6,379	117,837	24,034	303,120	5,183,810
Fund Balance - Beginning		6,333,698	454,346	(12,031)	609,446	36,468,176
Fund Balance - Ending	\$	6,340,077	\$ 572,183	\$ 12,003	\$ 912,566	\$ 41,651,986

ILLINOIS EASTERN COMMUNITY COLLEGES			
Comparative Combined Balance Sheets - All Funds			
November 30, 2021			
ALL FUNDS			
		Fiscal	Fiscal
		Year	Year
		2022	2021
ASSETS:			
CASH		\$ 21,035,195	\$ 19,343,785
IMPREST FUND		21,300	21,300
CHECK CLEARING		14,500	14,500
CDB PROJECT TRUST		4,012,361	3,785,384
INVESTMENTS		12,231,851	12,226,879
RECEIVABLES		3,551,983	3,210,428
ACCRUED REVENUE		38,120	-
INVENTORY		749,825	587,885
OTHER ASSETS		484,144	480,642
FIXED ASSETS (Net of Depr)		16,613,692	16,288,780
TOTAL ASSETS AND OTHER DEBITS:		\$ 58,752,971	\$ 55,959,583
LIABILITIES:			
PAYROLL DEDUCTIONS PAYABLE		\$ (5,150)	\$ 4,170
ACCOUNTS PAYABLE		346,448	134,438
DEFERRED REVENUE		97,548	77,692
L-T DEBT GROUP (FUND 9)		6,181,062	7,742,985
OPEB (Prior Year Restated for GASB 75 Implementation)		15,176,595	15,855,669
OTHER LIABILITIES		-	-
TOTAL LIABILITIES:		21,796,503	23,814,954
FUND BALANCES:			
FUND BALANCE		28,651,422	29,086,483
INVESTMENT IN PLANT (Net of Depr)		16,613,692	16,288,780
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(21,357,657)	(23,598,654)
RESERVE FOR ENCUMBRANCES		13,049,011	10,368,020
TOTAL EQUITY AND OTHER CREDITS		36,956,468	32,144,629
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS		\$ 58,752,971	\$ 55,959,583

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

November 30, 2021

	FY 2022		FY 2021		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Salaries	\$ 5,698,683	46.66%	5,383,083	48.03%	\$ 315,600
Employee Benefits	863,296	7.07%	847,216	7.56%	16,080	1.898%
Contractual Services	700,773	5.74%	433,991	3.87%	266,782	61.472%
Materials	1,223,079	10.01%	660,793	5.90%	562,286	85.093%
Travel & Staff Development	61,724	0.51%	27,782	0.25%	33,942	122.173%
Fixed Charges	24,118	0.20%	114,791	1.02%	(90,673)	-78.990%
Utilities	403,649	3.30%	390,574	3.48%	13,075	3.348%
Capital Outlay	232,035	1.90%	84,076	0.75%	147,959	175.982%
Other	3,007,063	24.62%	3,265,880	29.14%	(258,817)	-7.925%
	<u>\$ 12,214,420</u>	<u>100.00%</u>	<u>\$ 11,208,186</u>	<u>100.00%</u>	<u>\$ 1,006,234</u>	<u>8.978%</u>

Agenda Item #11

Executive Session

Agenda Item #12

Approval of Executive Session Minutes

A. Written Executive Session Minutes

B. Audio Executive Session Minutes

Agenda Item #13

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: December 10, 2021
RE: Personnel Report

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

INDEX

- 400.1. Employment of Personnel**
- 400.2. Resignation Ratifications**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional, Non-Faculty, Exempt

1. Cheryl Michl, Title III Advising Specialist, OCC, effective January 3, 2022.

B. Professional, Non-Faculty, Non-Exempt

1. Sibyl Janello, Coordinator, Registration & Records, Workforce Education, effective December 15, 2021.

C. Classified

1. Ashley Gonzalez, Office Assistant, FCC, effective January 3, 2022.

400.2. Resignation Ratifications

A. Professional Non-Faculty, Exempt

1. Amy Dulaney, Director of Transition Center & Perkins, DO, effective December 31, 2021.

B. Classified

1. John Watson, Lead Custodian, LTC, effective December 31, 2021.

Agenda Item #14

Collective Bargaining

Agenda Item #15

Litigation

Agenda Item #16

Other Items

Agenda Item #17

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	\$11,160,000	_____							
Applied Arts Building Roof - WVC	CDB	\$295,000	_____							
Applied Technology Center - OCC	CDB	\$3,076,400	_____							
Power Hub - WVC	CDB	\$300,000	_____							
Parking Lot Resurfacing	CDB	\$918,392	_____							
LTC - Performing Arts Building	Local	\$853,800	_____							
DW - HVAC Replacements	PHS	\$1,786,230	_____	_____						
WVC - Pool Infill	PHS	\$285,500	_____							
WVC - Pool Infill Phase 2	PHS	\$232,200	_____							
FCC - Mason Hall Classroom Remodel	Title III	\$239,900	_____							
LTC - Crawford County Recreational Center	Local	\$3,733,000	_____							
GRAND TOTAL		\$27,640,859	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted