

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

February 21, 2023



Location:

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

**Dinner – 5:30 p.m. – Main Hall 101
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**

February 21, 2023

6:15 p.m.

Wabash Valley College

Main Hall 101

1. **Call to Order & Roll Call**Chairman Carter
2. **Welcome from the Chair**.....Chairman Carter
3. **Recognition of Visitors and Guests**..... President Fowler
 - A. Visitors and Guests
 - B. IECEA Representative
4. **Public Comment**
5. **Reports**
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Board Secretary/ BoardBook Software..... Mrs. Music
6. **Approval of Consent Agenda**.....Chancellor Gower
 - A. Disposition of Minutes
 - B. Approval of Amended Minutes (December 2022)
 - C. Policy 200.1 Administrative Organization
 - D. Affiliation Agreements:
 - i. Wayne City Ambulance Service
7. **Action on Items Removed from Consent Agenda**.....Gower
8. **Policy First Reading (and Possible Approval)** Gower
 - A. None
9. **Policy Second Reading**Gower
 - A. None

10. **Staff Recommendations for Approval**
 - A. IECC Meta Majors.....Gower
 - B. LRC/ASC ReorganizationGower
 - C. IECC AY24 Tuition RatesGower
 - D. OCC Theater Addition.....Gower
 - E. Electric Supplier Contract Mr. Hawkins
 - F. TimelyCare AgreementGower

11. **Bid Committee Report**.....Gower
 - A. OCC Virtual Paint Station

12. **District Finance**
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins

13. **Executive Session**Gower
 - A. 2(c) (1) Employment/Appointment Matters
 - B. 2(c) (11) Litigation

14. **Approval of Executive Session Minutes**
 - A. Written Executive Session Minutes.....Gower
 - B. Audio Executive Session MinutesGower

15. **Approval of Personnel Report**.....Mrs. McDowell

16. **Collective Bargaining**Gower

17. **Litigation**Gower

18. **Other Items**

19. **Adjournment**

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Welcome from the Chair

Agenda Item #3

Recognition of Visitors and Guests

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

Agenda Item #4

Public Comment

Agenda Item #5

Reports

- A. Trustees**
- B. Chancellor**
- C. Presidents**
- D. Board Secretary/BoardBook Software**

Agenda Item #6

Consent Agenda

A. Disposition of Minutes

B. Approval of Amended Minutes (December 2022)

C. Policy 200.1 Administrative Organization

D. Affiliation Agreements

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 Hall, at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, January 17, 2023.

AGENDA #1 – “Call to Order & Roll Call” – Vice Chair Brenda Culver called the meeting to order at 6:15 p.m. and directed Board Secretary Sonja Music to call the roll.

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

John D. Brooks (via Zoom), Roger Browning (via Zoom), Gary Carter (via Zoom), Brenda K. Culver, Jan Ridgely, Barbara Shimer, Raechel Hnetkovsky, Student Trustee (via Zoom). 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

Matt Fowler, President of Wabash Valley College

Alex Cline, Director of Information & Communications Technology

Ryan Hawkins, Chief Financial Officer/Treasurer

Andrea McDowell, Director of Human Resources

Sonja Music, Board Secretary

AGENDA #2 – “Welcome from the Chair” – Vice Chair Culver welcomed all who were present for the meeting.

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

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

#3-B. IECEA Representative: Rob Mason

AGENDA #4 – “Public Comment” – None

AGENDA #5 – “Filling a Board Vacancy” – Chancellor Gower noted that it would be appropriate to approve an individual to fill the open seat on the IECC Board of Trustees. This individual will serve the next two years of a six-year term left vacant by Trustee Brady Waldrop in December 2022. Mr. Waldrop has been appointed the Lawrence County States Attorney.

Board Action: Trustee Barbara Shimer made a motion that the Board appoint Susan Batchelor to fill the trustee vacancy. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Vice Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Vice Chair declared the motion carried.

AGENDA #6 – “Election of Board Secretary” – Chancellor Gower noted that it would be appropriate to approve an individual to fill the Board Secretary position upon the resignation of Renee Smith in September 2022.

Board Action: Trustee Barbara Shimer made a motion that the Board elect Sonja Music as Board Secretary. Trustee Susan Batchelor seconded the motion and on a recorded roll call vote ordered by the Vice Chair the following trustees voted yea: Susan Batchelor, John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Vice Chair declared the motion carried.

AGENDA #7 – “Appointment of Ethics Officer” – Chancellor Gower noted that it would be appropriate to approve an individual to fill the Ethics Officer position upon the resignation of Alex Cline effective January 17, 2023.

Board Action: Trustee Barbara Shimer made a motion that the Board appoint Sonja Music as Ethics Officer. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Vice Chair the following trustees voted yea: Susan Batchelor, John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Vice Chair declared the motion carried.

AGENDA #8 – “Reports” –

#8-A. Report from Trustees: Trustee Ridgely announced that he will be retiring from Citizens National Bank in the coming year.

#8-B. Report from Chancellor: Chancellor Gower reviewed current issues and opportunities facing the District.

#8-C. Report from Presidents: Reports were presented from each of the colleges.

#8-D. Report from Cabinet: None.

AGENDA #9 – “Consent Agenda” – The following consent agenda items were presented for approval.

#9-A. “Disposition of Minutes”: Open meeting minutes as prepared for the regular meeting held Tuesday, December 13, 2022, were presented for disposition.

#9-B. “Policy 500.13 Student Placement Policy”: Chancellor Gower recommended the revision of the current policy to include English as a Second Language courses as part of the student placement assessment process, per current practice.

#9-C. “Policy 400.27 Bereavement Leave”: Chancellor Gower recommended the revision of the policy regarding bereavement leave to reflect the amended legislation.

#9-D. “Affiliation Agreements”: Chancellor Gower recommended the approval of an affiliation agreement with North Wayne Ambulance Service and Waters of Sullivan.

Board Action to Approve Consent Agenda: Trustee Browning made a motion to approve the consent agenda as presented. Trustee Ridgely seconded the motion and on a recorded roll call vote ordered by the Vice Chair the following trustees voted yea: Susan Batchelor, John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Vice Chair declared the motion carried.

AGENDA #10- Action on Items Removed from Consent Agenda - None.

AGENDA #11 – “Policy First Readings (and Possible Approval)” – None.

AGENDA #12 – “Policy Second Readings” – None.

AGENDA #13 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#13-A. IECC Fact Book 2022: Chancellor Gower presented the IECC Fact Book 2022 containing basic information about the community college district. The book gathers information from various sources into one central document regarding students, enrollment history, degrees and certificates granted, financial aid received and distributed, and the district’s annual budgets and operation.

Board Action: Trustee Shimer made a motion to approve the IECC Fact Book 2022 as presented. Trustee Batchelor seconded the motion and on a recorded roll call vote ordered by the Vice Chair, the following trustees voted yea: Susan Batchelor, John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Vice Chair declared the motion carried.

AGENDA #14 - "Bid Committee Report" – Chancellor Ryan Gower reviewed the following Bid Committee report that addresses the cost of a used semi tractor for Frontier Community College and the cost of replacing the Wattleworth Hall Student Union Door at Olney Central College. Chancellor Gower recommended approval of the following Bid Committee Report:

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 accepting the bid from Vaughan Equipment, Inc. for a total of \$103,000.

| Used Semi Tractor for FCC | |
|--|------------|
| Company | Bid |
| Vaughan Equipment, Inc. Fairfield, IL | \$103,000 |

Respectfully submitted,

Ryan Gower

Ryan Hawkins

Department: Frontier Community College's Truck Driving program.

Source of Funds: Innovative Bridge and Transition (IBT) grant passed through the Illinois Community College Board.

Rationale for Purchase: Vaughan Equipment, Inc., 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.

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 accepting the bid from Homes by Schuetz for a total of \$110,175 (Base and Alternate #1).

| OCC Wattleworth Hall Student Union Door Replacement | |
|--|---|
| Company | Bid |
| Homes by Schuetz Olney, IL | \$76,900 Base \$33,275 Alternate #1 |
| Marion Glass Marion, IL | \$101,200 Base \$46,400 Alternate #1 |

Respectfully submitted,

Ryan Gower

Ryan Hawkins

Department: Operations and Maintenance.

Source of Funds: Campus Deferred Maintenance.

Rationale for Purchase: Homes by Schuetz 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

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

AGENDA #15 – “District Finance” – The following district financial matters were presented:

#15-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of December 31, 2022.

#15-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for January 2023, totaling \$1,098,859.94 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Ridgely made a motion to approve payment of district financial obligations for January 2023, in the amounts listed. Trustee Carter seconded the motion and on a recorded roll call vote ordered by the Vice Chair the following trustees voted yea: Susan Batchelor, John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer. Student Advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Vice Chair declared the motion carried.

AGENDA #16 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #17 - “Approval of Executive Session Minutes” - The following actions were taken relative to executive session minutes.

#17-A. Written Executive Session Minutes: The Board of Trustees did not hold an executive meeting at the December 13, 2022 meeting.

#17-B. Audio Recording of Executive Session: The Board of Trustees did not hold an executive meeting at the December 14, 2022 meeting.

AGENDA #18 – “Approval of Personnel Report” – The Chancellor recommended approval of the following Personnel Report as presented by Human Resource Director Andrea McDowell.

400.1. Employment of Personnel

A. Administrative

1. Cynthia Boyce, Dean of Instruction, LTC, effective January 23, 2023.

B. Professional, Non-Faculty, Exempt, Temporary Contractual

1. Tonda Brayfield, Allied Health Program Facilitator, OCC/IECC, effective January 23, 2023.

400.2. Approval to Hire Prior to February Board Meeting, Executive Administrative Assistant, WRC

400.3. Employee Wage Adjustment

400.4. Special Assignment

400.5. Retirement Ratification

A. Dennis Conley, OCC Baseball Coach, effective July 1, 2023

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

AGENDA #19 – “Collective Bargaining” – None.

AGENDA #20 – “Litigation” – Chancellor Gower provided an update on litigation.

AGENDA #21 – “Other Items” – None.

AGENDA #22 – “Adjournment” –Trustee Brooks made a motion to adjourn. Trustee Ridgely seconded the motion. The Vice Chair asked the trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. The Vice Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 7:42 p.m.

Approved: Chairman: _____

Secretary: _____

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 8, 2023
RE: Amend December 2022 Board of Trustees Minutes

The December 2022 Board of Trustees meeting minutes need to be amended. An older copy of the personnel report was used when creating the December minutes. As a result, one personnel item was omitted and is highlighted for your review below.

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Joseph Young, Industrial Maintenance, OCC/IECC, effective January 3, 2023.
2. Danielle Trapp, Early Childhood, WVC/IECC, effective January 3, 2023.

B. Classified

1. Erick Schmitt, Maintenance Worker, WVC, effective January 3, 2023

400.2. Temporary Employment

A. Faculty

1. Mari Yamato, Art Instructor, OCC/IECC, effective January 3, 2023.

400.3. Special Assignment (Attachment)

400.4. Resignation Ratification

A. Professional, Non-Faculty, Exempt

1. Courtney Meadows, Program Director, Cosmetology, December 16th
2. Sarah Holtz, Assistant Program Director, Cosmetology, December 16th

400.5 Retirement Ratification

1. Professional, Non-Faculty, Non-Exempt Mark Smith, Building Manager, January 31, 2023

A copy of the revised minutes is attached, and I would ask for the Board's approval of the amended minutes.

RG/sm

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 Bob Boyles Hall, Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, Tuesday, December 13, 2022.

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 Pro Tempore, Barbara Shimer, 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, Roger Browning, Gary Carter, Brenda K. Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Also present was Raechel Hnetkovsky, 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.

Roger Eddy, Interim President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Andrea McDowell, Director of Human Resources.

AGENDA #2- “Welcome from the Chair”- Chairman Carter welcomed all who were present for the meeting.

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

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

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Chancellor: Chancellor Gower provided details on opportunities and challenges in addition to his electronic report.

#5-C. Report from Presidents: Reports were presented from the Presidents.

#5-D. Division Report: SEPC Project: Dean Bruinsma gave an update on the Strategic Engagement Planning Council projects.

AGENDA #6 “Consent Agenda” - The following consent agenda items were presented for approval.

#6-A. “Disposition of Minutes”: Open meeting minutes as prepared for the regular meeting held Tuesday, November 15, 2022, were presented for disposition.

#6-B. “Business Policy 300.17 Use of Facilities” : Chancellor Gower recommended that general language updates be made to the policy regarding the use of college facilities.

#6-C. “Affiliation Agreements” : Chancellor Gower recommended approval of affiliation agreements between Illinois Eastern Community Colleges and Jasper County Ambulance, Lawrence County Ambulance Service, United Life Care Ambulance Service, Edwards County Clerk & Recorder, Good Samaritan- Vincennes, IN, and Hamilton Memorial Hospital.

Board Action to Approve Consent Agenda: Trustee Roger Browning made a motion to approve the consent agenda as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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 #7- Action on Items Removed from Consent Agenda- None.

AGENDA #8 – “Policy First Readings (and Possible Approval)” – The following new or revised policies, as listed in full in the agenda were presented for approval:

BUSINESS – 300

Investment Policy (300.12)

Date Adopted: December 19, 1989

Revised Date: July 16, 2002

Revised Date: June 17, 2008

Revised Date: June 16, 2020

Revised: December 13, 2022 (Pending Board Approval)

The Board authorizes the Treasurer, upon recommendation by the Chancellor and the Chief Financial Officer, to invest funds of the District. The Board of Trustees shall cause the investment of District funds in accordance with the Illinois Public Community College Act, the Public Funds Investment Act of the State of Illinois, and the Investment of Municipal Funds Act of the State of Illinois, with the exception that the Board shall prohibit investment in short-term obligations of U.S. corporations. A system of procedures and internal controls shall be established by the Treasurer for all investments of the District.

The primary objectives, in priority order of investment activities shall be:

- 1) Safety – safety of principal is the foremost objective. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.
- 2) Liquidity – investments shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
- 3) Return – investment portfolio shall be designed to obtain the highest available return, using authorized investment, while considering budgetary and economic cycles.

The District shall maintain pledged securities at a market value of at least 105% of deposits in excess of Federal Deposit Insurance Corporation (FDIC) insured amounts. Pledged securities shall be reviewed quarterly to ensure adequate coverage.

The Board shall be provided a report on the District Investments each quarter outlining at a minimum:

- 1) Investment Holdings
- 2) Rate of Return
- 3) Changes in Balance
- 4) Distribution of Investments

For purposes of this reporting, investments will be defined as instruments other than certificates of deposit or other interest-bearing deposits with a financial institution.

The Board authorizes the Treasurer to utilize the Illinois School District Liquid Asset Fund (ISDLAF) for purposes of meeting the investment objectives of the District as outlined above. Assets placed with ISDLAF shall not exceed \$5,000,000.

The Board of Trustees and the District Treasurer shall refrain from engaging in personal business activity that could a) conflict, or give the appearance of a conflict, with proper execution of the investment program or b) impair their ability to make impartial investment decisions.

Board Action : Trustee Roger Browning made a motion to approve the policy as presented. Student Trustee Raechel Hnetkovsky seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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 #9 – “Policy Second Reading” - None.

AGENDA #10 – “Staff Recommendation for Approval” – The following staff recommendations were presented for approval.

#10-A. Approval of 403(b) Record Keeper: Chancellor Gower recommended approval of Empower Retirement as the next IECC 403(b) Plan Record Keeper. The record keeper is charged with maintaining assets held within the 403(b) Plan, providing investment lineups for funds to be placed in, provide regulatory disclosures and updates to the Plan, and providing statements and online access to employees invested in the Plan.

Board Action: Trustee Brenda Culver made a motion to approve the recommendation as presented. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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.

#10-B. Certificate 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 2022 levy.

Board Action: Trustee Roger Browning made a motion to approve the Certificate of Compliance with the Truth in Taxation Law as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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.

#10-C. Certification of Tax Levy for Calendar Year 2022: CFO Ryan Hawkins reviewed the Certification of Tax Levy for Calendar Year 2022 and Chancellor Ryan Gower as follows:

CERTIFICATE OF TAX LEVY

Richland, Clark, Clay, Crawford, Cumberland,

Community College District No. 529 County(ies) Edwards, Hamilton, Jasper, Lawrence, Wayne, Wabash & White

Community College District Name Illinois Eastern Community Colleges District #529 and State of Illinois

We hereby certify that we require:

the sum of \$ 3,325,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and

the sum of \$ 1,435,000 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 \$ 825,000 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 \$ 50,000 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 \$ 70,000 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 2022.

Signed this 13th day of December 2022.

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 \$_____.

Board Action: Trustee Brenda Culver made a motion to approve the Certification of Tax Levy for Calendar Year 2022 as reviewed and recommended. Trustee Roger Browning seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted ye:

John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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.

#10-D. GASB Designation of Tax Levy: 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 2022 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, 2023 – June 30, 2024).

RESOLUTION SETTING FORTH TAX LEVIES FOR 2022

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

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2022 concerning tax levies and extensions

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

That the sum of Three Million Three Hundred Twenty-Five Thousand Dollars (\$3,325,000) be levied as a tax for Educational purposes; and the sum of One Million Four Hundred Thirty-Five Thousand Dollars (\$1,435,000) 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 Fifty Thousand Dollars (\$50,000) be levied as a special tax for Financial Audit purposes; and the sum of Eight Hundred Twenty-Five Thousand Dollars (\$825,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; the sum of Seventy Thousand Dollars (\$70,000) 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 2022 to be collected in the year 2023; and that the income from the levy for the year 2023 be allocated 100% for Fiscal Year 2024.

Adopted this 13th day of December, A.D. 2022.

Board Action: Trustee Jan Ridgely made a motion to adopt the foregoing resolution regarding designation of the tax levy year as recommended. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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.

#10-E. RFQ for Architectural Firms: CFO Ryan Hawkins and Chancellor Gower recommended approval to accept the proposal submitted by Hurst-Rosche, Inc. and to name the firm as the architect of record for the scope of projects outlined in the RFQ dated September 28, 2022.

Board Action: Trustee Roger Browning made a motion to accept the proposal as presented and 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, Roger Browning, Gary Carter, Brenda Culver, 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 #11 – “Bid Committee Report”: The Chancellor recommended approval of the bid committee recommendation for acceptance of bid for purchase of the following items:

Olney Central College

.Energized Digital Radiography Room

The Bid Committee recommends accepting the bid from Electromek Diagnostic Systems for a total of \$65,046.

| |
|---|
| Energized Digital Radiography Room |
|---|

| Company | Bid |
|--|------------|
| Central Illinois X-ray Bloomington, IL | \$112,500 |
| Electromek Diagnostic Systems #1 Troy, IL | \$99,126 |
| Electromek Diagnostic Systems #2 Troy, IL | \$74,046 |
| Electromek Diagnostic Systems #3 Troy, IL | \$65,046 |
| Interstate Imaging Evansville, IN | \$35,990 |
| Radiation Services of Indiana Greenwood, IN | \$68,480 |

Board Action: Trustee Brenda Culver made a motion to approve the Bid Committee Report as recommended. Trustee Roger Browning seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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 – “District Finance” – The following District financial matters were presented.

#12-A. Financial Reports: The monthly financial reports were presented, including the treasurer’s report, showing the balance in all funds as of November 31, 2022.

#12-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for December 2022 totaling \$2,552,745.64 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Brady Waldrop made a motion to approve payment of district financial obligations for December 2022, in the amounts listed. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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 #13 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #14 – “Approval of Executive Session Minutes” –

#14-A. Written Executive Session Minutes: No executive session was held during the regular meeting, Tuesday, November 15, 2022.

#14-B. Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, November 15, 2022.

#14-C. Semi-Annual Review of Executive Session Minutes: The Board of Trustees having conducted a semi-annual review of executive session minutes as mandated by Section 2.06 of the Open Meetings Act, the Chairman presented the following report and recommendations:

MEMORANDUM

TO: Chancellor and Board of Trustees
FROM: Sheryl Childers, Executive Assistant to the Chancellor
DATE: December 13, 2022
SUBJECT: Semi-Annual Review of Executive Session Minutes

A. The following written executive session minutes were reviewed in July 2022 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995.
2. Tuesday, August 15, 1995.
3. Tuesday, September 19, 1995.
4. Friday, August 2, 1996.
5. Tuesday, January 17, 2012.
6. February 19, 2019.
7. October 15, 2019.
8. December 10, 2019.

9. January 21, 2020.
10. February 18, 2020.
11. July 21, 2021.

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in December 2022:

1. July 19, 2022
2. August 16, 2022
3. September 20, 2022
4. October 18, 2022

C. The following written executive session minutes have been approved and opened to the public record:

1. None.

D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. July 21, 2021.
2. February 15, 2022
3. March 15, 2022.
4. April 19, 2022.

E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the audio tape recordings of the following meetings have been held by the Secretary for more than the 18 months required, and the Secretary is directed to destroy these recordings after this meeting:

1. February 16, 2021.
2. June 15, 2021.

F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were not held on the following dates:

1. Tuesday, June 21, 2022
2. Tuesday, November 15, 2022

G. It is recommended that the following previously approved closed meeting minutes be open to the public record:

1. August 16, 2022
2. September 20, 2022

Board Action: Student Trustee Raechel Hnetkovsky made a motion to adopt the foregoing report and recommendations as outlined, for minutes of executive sessions held on the dates listed. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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. Personnel Report: Andrea McDowell presented the following personnel report and the Chancellor recommended approval.

400.1. Employment of Personnel

A. Faculty

1. Joseph Young, Industrial Maintenance, OCC/IECC, effective January 3, 2023.
2. Danielle Trapp, Early Childhood, WVC/IECC, effective January 3, 2023.

B. Classified

1. Erick Schmitt, Maintenance Worker, WVC, effective January 3, 2023 (*Amended 2-21-2023*)

400.2. Temporary Employment

A. Faculty

1. Mari Yamato, Art Instructor, OCC/IECC, effective January 3, 2023.

400.3. Special Assignment (Attachment)

400.4. Resignation Ratification

A. Professional, Non-Faculty, Exempt

3. Courtney Meadows, Program Director, Cosmetology, December 16th
4. Sarah Holtz, Assistant Program Director, Cosmetology, December 16th

400.1. Resignation Ratification

1. Mark Smith, Building Manager, January 31, 2023

Board Action: Trustee Jan Ridgely made a motion to amend the personnel report as recommended by Director Andrea McDowell. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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.

Board Action: Trustee Roger Browning made a motion to approve the amended personnel report. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, 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 #16– Collective Bargaining – None.

AGENDA #17 – Litigation – An update on current litigation was provided.

AGENDA #18 – Other Items – None.

AGENDA #19 – Adjournment – Trustee Brady Waldrop made a motion to adjourn. Student Trustee Raechel Hnetkovsky 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 7:48 p.m.

Approved: Chairman: _____

Secretary: _____

MEMORANDUM

TO: IECC Board of Trustees
FROM: Ryan Gower; Chancellor
DATE: February 21, 2023
RE: Policy 200.1; Administrative Organization

Every month, Mrs. Lori Barger reviews IECC policies to ensure they are current, in compliance with legislative or other regulatory requirements, and consistent with IECC practices. In a review of Policy 200.1 – Administrative Organization – Mrs. Barger recognized the document still referenced a ‘Chief Executive Officer’ instead of a ‘Chancellor.’ Mrs. Barger has made minor editorial changes which are redlined in the supporting document.

I ask that the Board waive the second reading of Policy 200.1 and approve the policy revisions as presented.

RG/rg

Attachment

ADMINISTRATION - 200

Administrative Organization (200.1)

Date Adopted: December 19, 1989

Revised: February 21, 2023 (Pending Board Approval)

The administrative organization of Illinois Eastern Community Colleges is outlined in the administrative charts adopted by the Board of Trustees ~~for the District and each of the four colleges.~~ The ~~Chief Executive Officer~~ Chancellor serves as Chief Administrative Officer ~~of the District and of each college,~~ and as Executive Officer of the Board of Trustees. It is the responsibility of the ~~Chief Executive Officer~~ Chancellor to recommend the administrative structure ~~of the District~~ to the Board of Trustees.

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 21, 2023
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 standard clinical affiliation agreement with the following organizations:

- Wayne City Ambulance Service

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

RG/sc

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

Frontier Community College | Lincoln Trail College | Olney Central College |
Wabash Valley College

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter

referred to as DISTRICT #529) and _____

_____ (hereinafter referred to as AGENCY): of _____
(city)

(state)

_____.

WITNESSETH THAT:

WHEREAS, DISTRICT #529 desires to make use of the AGENCY'S facilities for clinical laboratory practice by students of the DISTRICT, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and IECC Faculty of DISTRICT #529 for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of patient care which are appropriate for educational experiences for observation and participation by the students and IECC Faculty and/or staff of the DISTRICT #529, subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the designated employee(s) on behalf of DISTRICT #529 and the Administrator, and the

Director of Nursing Service or Department Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical laboratory experience and will be available to the students.

The specific assignment of learning experiences to specific students will be made and arranged by the IECC Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Department Supervisor, or Coordinator on behalf of the AGENCY. IECC Faculty assumes full responsibility and supervision of the students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the IECC Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of patient care and safeguard of patients assigned to students. The AGENCY professional personnel will retain full and final decisions for patient care assigned to students.

5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529 and will comply with the policies of the health AGENCY.

IECC Faculty and students assigned to or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

This agreement forbids discrimination against any student on the basis of race,

color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

Prior to the use of any AGENCY facilities, under the contemplated program, DISTRICT #529 will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY.

6. The IECC Faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new IECC Faculty member of DISTRICT #529 participating in the program will arrange with the appropriate department director or supervisor, on behalf of the AGENCY, for an orientation prior to the assignment of the new IECC Faculty member to any clinical area.

7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the department director, supervisor, or Director of Nursing Service on behalf of the AGENCY, and by the IECC Faculty, Department Head, and/or Associate Dean, on behalf of DISTRICT #529.

9. The students and IECC Faculty will respect the confidential nature of all

information which may come to them with regard to patients and AGENCY records.

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

11. IECC Faculty and students shall be covered by occurrence type professional liability insurance in the amount of one million (\$1,000,000) per occurrence and five million (\$5,000,000) annual aggregate prior to any assignment for practice at the AGENCY.

12. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of IECC Faculty and students.

13. This agreement will remain in effect until July 1, 2025 at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

Signature: _____
 Chair, IECC Board of Trustees

Name: _____

Date: _____

Title: _____

Date: _____

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon requests.

Agenda Item #7

Action on Items Removed from Consent Agenda

Agenda Item #8

Policy First Reading (and Possible Approval)

Agenda Item #9

Policy Second Reading

Agenda Item #10

Staff Recommendations for Approval

Agenda Item #10A

IECC Meta Majors

MEMORANDUM

TO: IECC Board of Trustees
FROM: Ryan Gower; Chancellor
DATE: 2/21/2023
RE: IECC Meta-Majors

As a part of the strategic engagement planning process we engaged last year, stakeholders from all levels in each college recognized the importance of transitioning to a Guided Pathways institution. One of the first steps was to map our program pathways.

Under the leadership of President Edgren and Dean Bruinsma, a committee studied the proposed structure, made modest changes, and has now submitted a final recommendation that has cleared Cabinet and is now ready for IECC Trustee approval. As presented, IECC will have five meta-majors and 18 departments.

Meta-Majors:

1. Business & Advanced Technologies
2. Arts & Social Sciences
3. STEM
4. Education & Public Service
5. Health Professions

Meta-Majors & Departments:

1. Business & Advanced Technologies
 - a. Agriculture & Animal Sciences
 - b. Business Management & Administration
 - c. Skilled Trades
 - d. Manufacturing
 - e. Transportation, Distribution, & Logistics
2. Arts & Social Sciences
 - a. Visual & Performing Arts
 - b. Communications
 - c. Humanities
 - d. Social Sciences
3. STEM
 - a. Computing and Information Sciences
 - b. Life Sciences
 - c. Physical Sciences
 - d. Engineering
4. Education & Public Service
 - a. Education
 - b. Law, Corrections & Public Safety
5. Health Professions
 - a. Nursing
 - b. Allied Health
 - c. Healthcare Administration

The committee also placed programs within these departments. A document outlining these programs will be sent to the Board under separate cover. At the SEPC meeting on 1/25, it was recognized that two additional steps need to take place:

1. Our CTE programs need to be revisited with the purpose of determining if there are areas of duplication (i.e. AAS in office administration and AAS in office management), and
2. Looking specifically at the transfer pathways that are proposed, we will need to examine their viability. We can do this by examining our APES data set, and by looking at the Student Clearinghouse to see what degrees/programs students from District 529 have earned over the past 5-10 years. Some of these proposed pathways may need to be removed, and others added. Brandon Weger and Alyssa Maglone are working to develop criteria through which these pathways can be evaluated for viability.

If IECC is being nimble and responsive to student and industry demand, the specific programs housed within our departments should never be static. Recognizing that current programs might change prior to launch, it is still appropriate for the IECC Board of Trustees to review and approve the document as presented so we can begin the next steps of implementation.

I ask that the Board to approve the IECC Meta-Majors as presented.

RG/rg

Agenda Item #10B
LRC/ASC Reorganization

MEMORANDUM

TO: IECC Board of Trustees
FROM: Ryan Gower; Chancellor
DATE: February 21, 2023
RE: LRC/ASC Reorganization

In 2020, IECC learned that two of our Learning Resource Center Directors (librarians) would be retiring. District leadership, including College Presidents and the Cabinet, felt that over the past fifteen years there had been dramatic changes in the way students accessed information, and that these changes should be reflected in our operations. A decision was made to place a hiring freeze on the two vacancies and move to a new “district librarian” approach upon the retirement of the Director of the Learning Resource Center at Wabash Valley College. Last fall, IECC hired Andy Cougill to serve in this capacity.

The Directors of the Academic Success Centers have been managing the physical space in the libraries, and it became clear that there were real opportunities to think differently about how IECC approaches student support services.

Over the past six months, I have worked with Mr. Cougill and the Directors of Academic Success to challenge them to think differently about how we can address gaps in student services. The group brought forward many recommendation (including TutorMe and TimelyCare) but the most significant recommendation was that they be reorganized into a “team or division” working collaboratively across college silos. The work with this team has been some of the most gratifying that I have been a part of over the past two years.

I’ve attached an organization chart that shows how this new division would be structured. The most significant changes include:

- Our Directors of the Academic Success Center would report to Andy Cougill instead of the College President. Andy’s job title will need to be revisited.
- Each Director will assume an area of specialization related to student services and monitor/champion those efforts across the entire district.
- We are exploring the future addition of retention/mental health and Transition Center (Career/four- year) to this team.

I would ask for the Board’s acceptance of this reorganization of student services at IECC.

RG/rg

Attachments

LRC/ASC Proposed Reorganization
 Proposed Effective Date 2/22/2023

1. Accommodations & Accessibility
2. Tutoring & Study Skills
3. Library & Information Literacy
4. Testing & Placement



Agenda Item #10C

IECC AY24 Tuition Rates

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 21, 2023
RE: Fiscal Year 2024 Tuition and Fee Rates

The Cabinet has reviewed current tuition rates, enrollment, future strategic initiatives, and peer institution tuition rates. Based on this review, it is the recommendation of the Cabinet that tuition and fees be increased for Fiscal Year 2024 as outlined on the following attachment.

These rates represent a \$10 or 10% increase to In-District tuition. This same percentage increase will be applied to the Out-of-District, Out-of-State, Allied Health, and On-Line tuition assessment. These charges are summarized in the following attachment.

These rates will allow the District to remain competitive with peer institutions, and current projections are that IECC will continue to rank among the lowest tuition and required fees of any of the 48 community colleges in Illinois.

The proposed changes, absent any tuition discounting strategies applied through admissions, would generate approximately \$800,000 in net revenue and will continue the District’s effort to become less reliant on state and local funding. Below is the percentage of Operating Fund revenues by source for the last ten (10) years:

| | <u>State Government</u> | <u>Tuition & Fees</u> | <u>Local Property Taxes</u> | <u>Other</u> |
|--------------------|-------------------------|---------------------------|-----------------------------|--------------|
| FY2013 | 57.0% | 26.1% | 15.2% | 1.7% |
| FY2014 | 56.7% | 25.5% | 15.9% | 1.9% |
| FY2015 | 55.3% | 25.3% | 17.3% | 2.1% |
| FY2016 | 30.2% | 39.9% | 27.1% | 2.8% |
| FY2017 | 48.0% | 30.7% | 19.3% | 2.0% |
| FY2018 | 48.5% | 32.4% | 18.6% | 0.5% |
| FY2019 | 49.3% | 29.7% | 18.3% | 2.7% |
| FY2020 | 51.4% | 27.4% | 18.7% | 2.5% |
| FY2021 | 42.7% | 21.0% | 17.0% | 19.3% |
| FY2022 | 43.8% | 23.3% | 21.9% | 11.0% |
| FY2023 (projected) | 45.6% | 24.8% | 25.5% | 4.1% |

I ask the Board’s approval of these proposed Fiscal Year 2024 tuition and fee rates, to be effective with the Summer 2023 term.

RG/akb - Attachment

IECC - Recommended Tuition / Fee Increases for FY 2024
February 21, 2023

1. Tuition (Per Credit Hour):

| | FY 2024 Recommendation | FY 2023 Actual | Per Cr. Hr. Increase |
|-------------------------|-----------------------------------|---------------------------|---------------------------------|
| In-District | \$ 110.00 | \$ 100.00 | \$ 10.00 |
| Out-of-District | \$ 306.00 | \$ 278.18 | \$ 27.82 |
| Out-of-State | \$ 375.00 | \$ 341.51 | \$ 33.49 |
| Special Out-of-District | \$ 116.00 | \$ 105.00 | \$ 11.00 |
| Special Indiana Rate | \$ 149.00 | \$ 135.00 | \$ 14.00 |

2. Online Tuition (Per Credit Hour):

| | FY 2024 Recommendation | FY 2023 Actual | Per Cr. Hr. Increase |
|-------------------------|-----------------------------------|---------------------------|---------------------------------|
| In-District | \$ 110.00 | \$ 100.00 | \$ 10.00 |
| Special Out-of-District | \$ 116.00 | \$ 105.00 | \$ 11.00 |
| Out-of-District | \$ 149.00 | \$ 135.00 | \$ 14.00 |
| Out-of-State | \$ 175.00 | \$ 135.00 | \$ 40.00 |

3. Allied Health Tuition (Per Credit Hour):

| | FY 2024 Recommendation | FY 2023 Actual | Per Cr. Hr. Increase |
|-------------------------|-----------------------------------|---------------------------|---------------------------------|
| In-District | \$ 162.00 | \$ 140.00 | \$ 22.00 |
| Out-of-District | \$ 450.00 | \$ 450.00 | \$ - |
| Out-of-State | \$ 555.00 | \$ 555.00 | \$ - |
| Special Out-of-District | \$ 177.00 | \$ 160.00 | \$ 17.00 |
| Special Indiana Rate | \$ 220.00 | \$ 190.00 | \$ 30.00 |

Agenda Item #10D

OCC Theater Addition

Agenda Item #10D

MEMORANDUM

TO: IECC Board of Trustees
 FROM: Ryan Gower; Chancellor
 DATE: February 21, 2023
 RE: OCC Theater Addition

The theaters at OCC, LTC, and WVC continue to be sources of community pride, and vehicles through which our colleges contribute to the arts in our area. Part of our mission is to strengthen our local communities, and investing in our theaters and our arts programs and initiatives is an important way we achieve this mission.

Three years ago, thanks to generous donations from Gladys Jones and Margaret Dement, Lincoln Trail College added a beautiful new addition to its theater. The origin of this project was the lack of a production area to build props and sets for theatrical productions. Jon Wright, who is the Performing Arts Director at Olney Central College, has identified a similar need at that campus.

Because of the quality of his work, and his excellent relationship with the arts community in Richland County, donors have come forward to express an interest in helping to construct a production area for Olney Central College's theater. President Eddy and Mr. Wright have secured at least \$40,000 toward a project that Nick Knapp estimates would cost \$150,000 to complete. See below:

OCC Proposed 20' x 30' Theatre Storage Addition Estimated Costs

December 6, 2022

| Scope | Quantity | Dimensions/Comments | Quantity | Units | Unit Cost | Est. Const. Cost |
|--|----------|--|----------|----------|-----------|------------------|
| Remove existing tree | | Roots of large tree likely in bldg. footprint | 1 | ea | \$2,000 | \$2,000 |
| Demo concrete drive | | Approximately 20'x15' | 300 | sf | \$12 | \$3,600 |
| Excavation (footings/slab) and Site Prep | | Excavate depth of footings and underslab | 13 | cu yd | \$150 | \$1,950 |
| Footings | | 24"x12" concrete spread footing | 70 | lf | \$20 | \$1,400 |
| Foundation | | CMU wall w/addition grout and anchoring | 185 | sf | \$25 | \$4,625 |
| 12" H Split Face CMU Walls | | Approximately 70'L x 12'H w/o doors | 800 | sf | \$20 | \$16,000 |
| Cold-Formed Metal Trusses | | | 800 | sf | \$10 | \$8,000 |
| Metal Roofing | | | 800 | sf | \$25 | \$20,000 |
| Aluminum Fascia | | | 74 | lf | \$12 | \$888 |
| Aluminum Soffit | | | 74 | lf | \$15 | \$1,110 |
| Aluminum Gutters and Downspouts | | | 30 | lf | \$12 | \$360 |
| 4" Concrete Slab on Grade and Base Layer | | Approximately 20'x 30' | 600 | sf | \$13 | \$7,800 |
| Metal Ceiling | | Approximately 20'x 30' | 600 | sf | \$8 | \$4,800 |
| 3'x7' Commercial Grade Exterior Door/Frame | | | 1 | ea | \$2,500 | \$2,500 |
| 3'x7' Commercial Grade Interior Door/Frame | | incl. removal of exist, cmu/brick & install lintel | 1 | ea | \$3,500 | \$3,500 |
| 10'x10' Commercial Grade Overhead Door | | | 1 | ea | \$5,000 | \$5,000 |
| 10'x20' Loft and stairs | | Allowance | 1 | lump sum | \$5,000 | \$5,000 |
| Lighting scope | | | 1 | lump sum | \$15,000 | \$15,000 |
| Receptacles - 16 duplex locations | | Assumed 16 duplex distributed throughout | 16 | ea | \$500 | \$8,000 |
| Fire Alarm Modifications | | Scope unknown. Providing an allowance | 1 | lump sum | \$2,000 | \$2,000 |
| Sprinkler System Modification | | Scope unknown. Providing an allowance | 1 | lump sum | \$5,000 | \$5,000 |
| SUBTOTAL BASE BID | | | | | | \$110,983 |
| CONTINGENCY @ 20% | | | | | | \$22,197 |
| CONSTRUCTION COST ESTIMATE (assuming GC OH&P included in costs above) | | | | | | \$133,180 |
| A/E FEES (estimated A/E and other consultant fees) | | | | | | \$15,982 |
| ESTIMATED PROJECT TOTAL | | | | | | \$149,161 |

Before President Eddy and Mr. Wright begin fundraising in earnest, I wanted the Board to be aware of the effort and to consider financial support of the project in line with our General Gift Policy (100.38). While the local share is typically expected to be between 100% and 65% of the project, I recommend that the Board pledge to support 57% of the cost of construction not to exceed \$85,000. IECC's contribution would be added to our FY24 budget, but a vote of affirmation tonight allows OCC to engage fundraising and for architecture and engineering services to commence.

I ask for the Board's acceptance of this recommendation.

RG/rg

Agenda Item #10E

Electric Supplier Contract

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 21, 2023
RE: Electricity Supplier Contract

During 2022, the electricity energy market saw a lot of volatility that drove pricing on the supply market upward. Unfortunately, this volatility impacted the energy markets all year long preventing a normal late summer/early fall drop in pricing that was originally expected. As a result, the District entered a twelve-month contract at 12.734 cents per kWh, which represented a 193% increase in supply costs for the Ameren territory. The District immediately set out to identify a window of time to execute a contract for future periods to bring this cost back in-line with historic expectations.

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

| | |
|-------------------|----------------------|
| Prior to Contract | 7.223 cents per kWh |
| 2009-2011 | 5.502 cents per kWh |
| 2011-2013 | 4.813 cents per kWh |
| 2013-2016 | 4.395 cents per kWh |
| 2016-2018 | 5.798 cents per kWh |
| 2018-2020 | 4.519 cents per kWh |
| 2020-2022 | 4.340 cents per kWh |
| 2022-2023 | 12.734 cents per kWh |

The current proposals for contract terms are as follows:

| | |
|-------------------------------|-------------------|
| November 2023 – November 2024 | \$0.09738 per kWh |
| November 2023 – November 2025 | \$0.09910 per kWh |
| November 2023 – November 2026 | \$0.09896 per kWh |

Because the electric power market changes on a day-to-day basis, the suppliers will not lock in these rates for the time between the date of this memo (02-14-2023) and the February 21st board meeting. Therefore, the District may receive a revised offer at the board meeting and the actual rate could change by up to .01 of a cent per kWh, up or down. Other term options may be available at that time as well. It is not anticipated that there will be any substantial changes in electrical power rates in the next week. Rates available on February 21st will be valid up to midnight February 21, 2023.

With the on-going scheduled closures of coal power plants in the MISO grid area, it is expected we will continue to see upward pressure on rates. Accordingly, I would recommend that the Board approve a 24-month contract or 36-month contract for the time period November 2023 through November 2025 or 2026 for electric power service.

RG/akb

Agenda Item #10F

TimelyCare Agreement

MEMORANDUM

TO: IECC Board of Trustees
FROM: Ryan Gower; Chancellor
DATE: February 21, 2023
RE: TimelyCare

On February 3, I notified the Board of Trustees that the State of Illinois had made a supplemental appropriation for Illinois Community Colleges to be used for mental health services on campus. IECC has \$196,630 to spend prior to June 30, 2023. We have been told that IECC's future allocation will be in excess of \$500,000 annually through 2026. Prior to this announcement, IECC had already been in conversation with TimelyCare – an organization that would enable online counseling services to be available to all IECC students and employees.

While I wish it were not the case, mental health is a real and growing challenge that we confront at each of our four Colleges. A few key statistics (nationwide) will demonstrate the scope of the challenge:

- 64% of students who drop out of college do so because of mental health problems.
- 75% of mental health illnesses appear by the age of 24.
- An estimated 41% of college students in the United States have depression.

Beyond having staff members who are mental health first aid trained, IECC currently has no mental health resources available for its students. The supplemental allocation from the State will allow us to bring two layers of support:

1. Retention Counselors (MSW) at all four colleges to identify, advise, and direct students in need of care.
2. TimelyCare allows for up to six free virtual counseling sessions to assist or serve as a stop-gap measure until students can get an appointment with a local licensed counselor. Students could elect to continue services beyond the sixth visit at a self-cost of \$85 per visit.

The cost of the contract is \$52,000 annually subject to change based on IECC's FTE, but the fee is subject to a 5% annual cost escalator. This dollar amount includes services available to IECC employees. This cost is 100% covered by the supplemental appropriation by the State of Illinois.

I ask that the Board accept our recommendation to enter into contractual services with TimelyCare

Attachments

CLIENT AGREEMENT

THIS CLIENT AGREEMENT (this “Agreement”) is made as of 3/1/2023 (the “Effective Date”) by and between **TIMELY TELEHEALTH, LLC**, a Texas limited liability company having its principal place of business at 1315 S. Adams St., Fort Worth, Texas 76104 (“TimelyCare”), and **ILLINOIS EASTERN COMMUNITY COLLEGE SYSTEM** having its principal place of business at 233 E Chestnut St, Olney, Illinois, 62450-2227, United States (the “Client”). TimelyCare and Client may hereinafter be referred to, individually, as a “Party” and collectively, as the “Parties”.

W I T N E S S E T H:

WHEREAS, TimelyCare provides access to individuals to remote telehealth consultations provided via telephone and/or video by, therapists, counselors and/or health coaches (each, a “Provider”) under contract with one or more professional entities (collectively, the “Professional Entities”) for which TimelyCare provides administrative services (as hereinafter further defined, collectively the “Telehealth Consultations,” and the services provided by TimelyCare to its clients, the “Services”); and

WHEREAS, the Client desires to retain TimelyCare to provide Services.

WHEREAS, the terms and conditions of the Client Agreement between Illinois Public Higher Education Cooperative, Bulletin #IPHEC2312 and Timely Telehealth, LLC shall be deemed incorporated into and made a part of this Client Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. All capitalized terms used herein, except as otherwise defined, shall have the respective meanings ascribed to them in Exhibit A attached hereto and made a part hereof.

2. SERVICES. Pursuant to the terms and conditions of this Agreement, the Client and TimelyCare agree that TimelyCare shall provide the Services as more fully set forth and described in Exhibit A attached hereto and made a part hereof.

3. CLIENT’S OBLIGATIONS. To assist TimelyCare in providing the Services, the Client agrees to:

- (a) Provide a description of the Services to the Enrollees as approved by TimelyCare;
- (b) Cooperate with TimelyCare in implementing the Services;
- (c) Commence detailed outreach marketing, as approved by TimelyCare, to which outreach and marketing plan shall include providing the Services to all Enrollees;
- (d) Provide TimelyCare with SAML or oAuth2 based Single Sign On access to the platform. If SAML or oAuth2 Single Sign On (SSO) is not feasible with the Client, Client will deliver an eligibility file in TimelyCare's Eligibility Format to TimelyCare's SFTP server containing a list of eligible enrollees sixty (60) days subsequent to the Effective Date for the initial launch of the platform. The eligibility file must be provided within (two) 2 weeks prior to the start of the academic period during the Term (as such term is defined in Section 5(a) hereof).

In addition, Client will deliver files at each interval as set forth in Exhibit A, attached hereto and made a part hereof during the Term. Client agrees that only eligible Enrollees as defined in Exhibit A shall have access to the Services. Client shall configure SSO for only Client's eligible Enrollees, the failure of which will result in TimelyMD charging the Client for the cost for any visit of a non-eligible Enrollee, as solely determined by TimelyMD.

(e) Complete required forms in accordance with Exhibit B, attached hereto and made a part hereof.

4. FEE FOR SERVICE; PAYMENT TERMS.

(a) TimelyMD shall issue to the Client invoices for the Enrollment Fee with respect to the Services, as set forth in, and calculated in accordance with, Exhibit A attached hereto and made a part hereof. Following the Initial Term and upon each anniversary of the Effective Date thereafter, the Enrollment Fee shall be subject to a 5% annual rate increase.

(b) Failure by Client to pay TimelyMD's invoices within ten (10) of the invoice due date shall permit TimelyCare to charge Client a 5.00% monthly interest on any amounts due and owed by Client to TimelyCare. The fees payable pursuant to this Section 4 are in addition to the fees charged for visits that exceed the outlined Telehealth Consultation limits provided in Exhibit A, where applicable.

5. TERM; TERMINATION.

(a) General. This Agreement shall commence as of the 3/1/2023 and continue until 2/28/2026 (the "Initial Term") and will automatically renew thereafter for additional one-year terms on the anniversary of the Effective Date (each, a "Renewal Term"), unless one Party delivers to the other written notice of termination (a "Termination Notice") at least thirty (30) days before expiration of the Term then in effect or unless earlier terminated as set forth below. At least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, TimelyMD shall deliver to the Client pursuant to Section 9 hereof notice of the Enrollment Fee for the upcoming Renewal Term, which Enrollment Fee as set forth in such notice shall amend and replace the Enrollment Fee as set forth in Exhibit A for the upcoming Renewal Term, unless this Agreement is otherwise terminated as set forth in this Section. The Initial Term and any and all renewal terms are referred to in this Agreement, collectively, as the "Term."

(b) With Cause. Either Party may terminate this Agreement with Cause by delivery of a Termination Notice. "Cause" shall mean: (i) a breach of the terms of this Agreement, including, without limitation, failure by the Client to pay in full any outstanding invoices issued by TimelyCare on the due date thereof, that continues after thirty (30) days from the date that the non-breaching Party provides to the breaching Party written notice of such breach; (ii) the commission of a criminal offense under any applicable United States federal, state or local health care law, rule or regulation by a Party; (iii) a violation by a Party or any person employed or engaged by a Party of any civil or administrative law, rule or regulation, federal, state or local, which could reasonably be expected to subject any Professional Entity or any Providers to a fine, to civil monetary penalties, and/or to suspension or exclusion from any federal or state health care program; (iv) any action which causes TimelyCare to violate any health care federal, state or local law, rule or regulation; (v) failure by TimelyCare to provide the Services pursuant to the requirements of this Agreement.

(c) Suspension of Services. In addition to its rights of termination as set forth in Section 5(b) hereof, if the Client fails to make any payment in full within thirty (30) days of the date of TimelyCare's invoice, TimelyCare shall have the right to suspend the Services unless and until TimelyCare receives payment in full of any invoices due and owing as well as any and all accrued interest thereon. Suspension of services does not relieve any party of its obligation to pay Enrollment Fees incurred in accordance with Exhibit A during the suspension period.

(d) Effect of Termination. Within ten (10) days of the date of termination, the Client shall pay to TimelyCare any unpaid amounts owed to TimelyCare pursuant to Section 4 for services already provided. Except as otherwise set forth in this Agreement, all obligations of the Parties hereto shall cease upon termination. Upon termination of this Agreement, the Client shall immediately return to TimelyCare any and all materials received or copied from TimelyCare with respect to the Services.

6. TIMELYCARE INTELLECTUAL PROPERTY/CLIENT MARKS.

(a) TimelyCare Intellectual Property. TimelyCare grants to the Client, throughout the Term, the non-exclusive right and license to use TimelyCare's Intellectual Property solely in connection with the Services. The Client acknowledges TimelyCare's ownership of the TimelyCare Intellectual Property and agrees that it will not contest such ownership or the validity of the TimelyCare Intellectual Property. All proprietary rights, ownership and goodwill in the TimelyCare Intellectual Property will inure and belong to TimelyCare. Neither the license granted under this Agreement nor the use by the Client and its agents of the TimelyCare Intellectual Property creates any interest or right, express or implied, in the TimelyCare Intellectual Property with respect to the Client beyond such limited license and right to use. The Client hereby covenants not to assert any claim to any TimelyCare Intellectual Property and will cooperate fully with TimelyCare in protecting all rights and interests of TimelyCare in, and to, the TimelyCare Intellectual Property. The Client will not use or permit the use of any TimelyCare Intellectual Property in a manner that may contravene applicable law or impair the validity or enforceability of any rights or interests in the TimelyCare Intellectual Property.

(b) For purposes of this Agreement, "TimelyCare Intellectual Property" is defined to be any intellectual property relating to TimelyCare's proprietary IT platform, mobile application, and electronic medical record application, together with any improvement thereto, as well as all proprietary documentation, software, techniques, knowhow, methods of business, tools, financial information, schematics, requirements, configuration information, research papers, projections, routines, processes, formulas, trade secrets, innovations, inventions, discoveries, research or development and test results, specifications, data, know-how, formats, plans, sketches, drawings, models, customer lists, customer and supplier identities and characteristics, agreements, marketing knowledge and information, strategies, forecasts, and any other information stored or created on any media or in any form whether or not protectable under specific intellectual property laws.

(c) Client Marks. The Client grants to TimelyCare, throughout the Term, the non-exclusive right and license to use the common law and/or registered trademarks of the Client (the "Client Marks") solely in connection with the Services, which shall include, without limitation, use of the Client's logo on (i) TimelyCare's promotional materials; and (ii) TimelyCare's website. TimelyCare acknowledges the Client's ownership of the Client Marks and agrees that it will not contest such ownership or the validity of the Client Marks. All trademark and service mark rights arising from the use of the Client Marks hereunder by TimelyCare shall inure to the benefit of the Client. TimelyCare agrees that its right to use the Client Marks under this Agreement is conditioned upon TimelyCare taking steps to assure that the nature and quality of its activities carried out under

the Client Marks are consistent with standards that will be established by Client from time to time during the Term.

7. INDEMNIFICATION.

(a) Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party and its respective shareholders, members, directors, officers, employees, agents, consultants and contractors (collectively, the “Indemnified Parties”), from and against any and all losses (whether joint or several), liabilities (including settlements and judgments), damages, fines, deficiencies, and related costs and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings) (the “Losses”), and shall defend the Indemnified Parties against any third party claim or threatened third party claim for Losses, arising out of or in connection with the Indemnifying Party’s negligent performance of, or failure to perform, any of its obligations under this Agreement.

(b) The Indemnified Parties shall give the Indemnifying Party prompt written notice of any event or assertion of which Indemnified Parties obtains knowledge concerning any claims and as to which Indemnified Parties may request indemnification hereunder, provided that any delay in providing written notice shall not serve as a bar to indemnification hereunder except to the extent that Indemnifying Party’s ability to defend against or avoid claims has been prejudiced by such delay. The Parties shall cooperate in determining the validity of any claim or assertion requiring indemnity hereunder and in defending against third parties with respect to the same, at Indemnifying Party’s cost and expense. Indemnifying Party shall promptly (and in no event later than thirty (30) days after receiving notice of a claim) decide whether to assume control of the defense of a claim, and if Indemnifying Party does not elect to control such defense, then Indemnified Parties shall assume such control of the defense. The Party that is not controlling the defense of a claim may have its own counsel present at its own cost to monitor proceedings related to the claim. In the event that the Indemnifying Party elects to control the defense of a claim, Indemnifying Party’s choice of counsel shall be reasonably satisfactory to Indemnified Parties, and Indemnified Parties shall be entitled to participate in such defense and shall cooperate fully in connection therewith. Indemnifying Party hereby agrees not to settle or compromise any claim without prior written consent of Indemnified Parties.

(c) Neither Party shall have liability to the other Party for indirect, special, incidental, or consequential damages arising out of this Agreement.

(d) TimelyCare shall, throughout the duration of this Agreement, at its expense, carry and from time to time renew, the following insurance with respect to itself and the Providers:

(i) Medical Malpractice Insurance in the minimum amount of \$1,000,000 per occurrence/ \$3,000,000 in the aggregate; and

(ii) Comprehensive General Liability Insurance in the minimum amount of \$1,000,000 combined single limit covering both Bodily Injury and Property Damage including broad form contractual liability coverage for TimelyCare's indemnification as provided for in this Agreement.

8. CONFIDENTIALITY.

(a) Neither Party, except as required by law or court or arbitrator of competent jurisdiction, shall divulge, furnish or make available to any third party, or without the other Party's prior written consent any confidential or proprietary information of or concerning the other Party ("Confidential Information") or use the Confidential Information except in connection with performance of its obligations under this Agreement. Confidential Information includes methods of operation and organization, lists of clients or suppliers, business plans, expansion plans, pricing schedules or any other such information or data, and specific information that is designated by a Party as confidential or proprietary. Confidential Information does not include information that (i) is already public knowledge or has become a part of the public domain through no breach of this Agreement; (ii) a Party develops without any use of or reference to the other Party's information; or (iii) a Party subsequently acquires by lawful means from a third party without any obligation of confidentiality to that third party.

(b) The Parties acknowledge that monetary damages for breach of this Section 8 will be inadequate and that, in addition to any other remedy the non-breaching Party or parties may have, the non-breaching Party or parties will be entitled to injunctive or other equitable relief to restrain any such breach or threatened breach, without any bond or other security being required. This Section 8 shall survive termination of this Agreement for any reason.

(c) The extent the services are regulated by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") or involve information that is Protected Health Information ("PHI") as that term is defined by HIPAA, the parties agree to use, disclose, and secure PHI in accordance with the HIPAA rules and other applicable requirements and to execute such other documents or amendments hereto and take such other actions as may be necessary to comply with HIPAA and other related laws.

(d) If Client provides TimelyCare with any legally confidential information, including but not limited to, confidential personnel information or "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations, TimelyCare hereby certifies that collection of this information from Client is necessary for the performance of TimelyCare's duties and responsibilities on behalf of Client under this Agreement.

9. NOTICES. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed duly given when delivered to a Party at the address set forth on the signature page for such party. Delivery of notices or other communications may be made by courier, registered mail, telecopy or electronically.

10. COMMUNICATIONS. TimelyCare will provide a description of the Services for use by the Client. Any changes or modifications to such description of services, and any and all materials used by the Client or its agents to describe the Services must be approved in advance in writing by TimelyCare prior to distribution.

11. WAIVER. Each Party's obligations under this Agreement may be waived in writing by such other Party to the extent permitted by applicable law. Any delay or failure to exercise any remedy or right under this Agreement shall not be construed as a waiver of a remedy or right, or an acquiescence in a default.

12. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the rules of conflicts of law. Each Party to this Agreement hereby agrees and consents that any legal action or proceedings with

respect to this Agreement shall only be brought in the courts of the State of Illinois, in Richland County, Illinois. By execution and delivery of this Agreement, each such party hereby (i) accepts the jurisdiction of the aforesaid courts; (ii) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; and (iii) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

13. ENTIRE AGREEMENT. This Agreement (including the exhibits hereto) is the entire agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, memoranda, and other such communications, whether written or oral.

14. PRESS RELEASE. The Parties acknowledge and agree that TimelyCare may use the name of the Client in any and all promotional and marketing material which TimelyCare may distribute and disseminate in all social and paper media, without the prior approval of the Client.

15. MISCELLANEOUS. The Client may not assign any of its rights or duties under this Agreement without the prior written consent of TimelyCare. This Agreement shall be binding upon and insure to the benefit of TimelyCare and its successors and assigns and to the benefit of the Client and the Client's permitted assigns. This Agreement may be amended only by a written instrument signed by both Parties. If any provision of this Agreement is held to be invalid, the remainder of this Agreement will not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement. This Agreement may be executed in one or more counterparts.

16. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first below written.

TIMELY TELEHEALTH, LLC

By:

Name:

Title:

Date:

Address / Email Address for Notices:

TimelyMD Legal Department

Attn: Kelsey Cunningham, CFO

1315 S. Adams Street

Fort Worth, TX 76104

Legal@timely.md

**ILLINOIS EASTERN COMMUNITY
COLLEGE SYSTEM**

By:

Name:

Title:

Date:

Address / Email Address for Notices:

233 E Chestnut St, Olney, Illinois, 62450-2227,
United States

EXHIBIT A
DEFINITIONS, SERVICES AND FEES

1. **DEFINITIONS.** For purposes of this Agreement, the following capitalized terms have the following meaning:

- (a) “Academic Year” shall mean the annual period of sessions of a Client’s institution.
- (b) “Enrollee(s)” shall mean all of the Client’s then currently enrolled full and part-time students, faculty, and employees, as applicable.
- (c) “Enrollment Fee” shall have the meaning ascribed to such term in Section 5 of this Exhibit A.
- (d) “Enrollee Verification Form” shall mean the form representing the number of Enrollees eligible to utilize TimelyCare services as set forth in Exhibit B attached hereto and made a part hereof.
- (e) “Faculty and Staff Support” shall mean, if available for the Client, on demand, non-diagnostic personal coaching for faculty and staff on the health and wellbeing of students, provided by a qualified mental health practitioner.
- (f) “Health Coaching Consultations” shall mean, if available for the Client, scheduled, non-diagnostic coaching with a healthcare professional.
- (g) “Psychiatric Consultations” shall mean, if available for the Client, scheduled psychiatric Telehealth Consultations based on availability, provided by a licensed psychiatric Provider.
- (h) “Remote Medical Consultations” shall mean, if available for the Client, on demand, medical diagnostic remote Telehealth Consultations by a licensed healthcare Provider.
- (i) “Scheduled Consultations” shall mean, if available for the Client, scheduled mental health Telehealth Consultations provided by a licensed Provider.
- (j) “Talk Now Consultations” shall mean, if available for the Client, on demand, non-diagnostic coaching by a qualified mental health practitioner.
- (k) “Basic Needs Assistance” shall mean, if available for the Client, connecting Enrollees with free or reduced-cost programs that provide support for services such as food, housing, transit, and childcare assistance.
- (l) “Telehealth Consultations” shall mean any contact between an Enrollee and a Provider, relating to, as applicable and appropriate, the care and personal coaching of a patient with the use of telehealth technology. Telehealth Consultations shall include [Talk Now Consultations, Scheduled Consultations, Health Coaching Consultations, Basic Needs Assistance]

2. SERVICES

For purposes of this Agreement, “Services” shall constitute the following:

(a) TimelyCare shall facilitate access by the Enrollees to Telehealth Consultations. TimelyCare will provide the Enrollees with access to Telehealth Consultations 24 hours per day, 365 days per year during the Term (as such term is defined in Section 5(a) of the Agreement).

(b) The following are applicable to TimelyCare’s provision of Services:

(i) In order to request a Telehealth Consultation, an Enrollee will navigate to TimelyCare’s web portal, mobile application, or otherwise contact TimelyCare to request a Telehealth Consultation.

(ii) TimelyCare will collect from the Enrollee information TimelyCare requires to facilitate the Telehealth Consultation, and then will facilitate a Telehealth Consultation.

(iii) The “Service Area” for Telehealth Consultations provided shall be the state where the Client is located, plus any state in which the Professional Entities have a licensed healthcare provider or qualified practitioner available, as applicable.

(iv) Where applicable, TimelyCare will use its best efforts to facilitate the commencement of Telehealth Consultations as follows: (x) a Remote Medical Telehealth Consultation, within one hundred twenty (120) minutes of an Enrollee’s successful completion of a request for a Telehealth Consultation; (y) a first-available Talk Now Consultation within twenty-four (24) hours of an Enrollee’s successful completion of a request for a Telehealth Consultation; provided; however, that if the Enrollee is in crisis, TimelyCare will use its best efforts to commence the mental health Telehealth Consultation immediately at the time such consultation is requested; and (z) a self-scheduled mental health counseling, health coaching or psychiatric counseling session based on availability of licensed counselors, health coaches or psychiatrists.

(v) The Telehealth Consultation will be conducted by, and the responsibility of the Provider. As part of the Telehealth Consultation, the Provider will initially request the Enrollee to verify their identity after which the Provider will consult with the Enrollee and diagnose and counsel the Enrollee and, if applicable and medically necessary, issue a prescription, as the Provider deems medically necessary.

(c) TimelyCare will provide twice-annual metrics reports to the Client during the Term, which reports shall include, but not be limited to the following metrics with respect to the Enrollees:

- Total Registrations
- Total Engagement
- Average provider response time
- Prescription/Diagnosis metrics
- Demographics
- Service Utilization

3. DATES FOR DELIVERY OF SECURE FILE TRANSFER BY CLIENT TO TIMELYCARE:

[December and June]/NOT APPLICABLE.

4. ESTIMATED ENROLLEE POPULATION OF THE CLIENT: 3,500

5. ENROLLMENT FEES

"Enrollment Fee" is calculated as follows:

Upon the Effective Date, an invoice of \$0.00 as a one-time set-up fee is to be paid by the Client to TimelyCare for the Services.

On the first day of the Term of the Agreement, based on an approximate Enrollee count of up to 3,500 the Client shall pay \$52,500.00 per year for Services. The Client will be billed one time per year for Services.

The Enrollment Fee shall entitle each Enrollee to unlimited, on-demand TalkNow Consultations and Health Coaching Consultations with no visit fee for each academic semester or term, as applicable, such Enrollee is enrolled at one of the Client's campuses and for which the Enrollment Fee has been paid by the Client.

In addition, the Enrollment Fee shall entitle each Enrollee up to six (6) Scheduled Consultations with no visit fee for each academic year such Enrollee is enrolled at the Client and for which the Enrollment Fee has been paid by the Client. Any Scheduled Consultations by an Enrollee in excess of six (6) Scheduled Consultations during an academic year will be charged at Eighty-Five (\$85) Dollars per Scheduled Consultation payable by the Enrollee at the time of such consultation.

If a Purchase Order is required, Client agrees to provide the Purchase Order to accountsreceivable@timely.md within (ten) 10 days of the effective date of the contract.

TimelyMD shall issue invoices to the Client's payment processing department using the contact information as follows:

Client Billing Information:

Contact Name: Maria Michels

Email Address: michelsm@iecc.edu

Mailing Address: 233 E. Chestnut Street, Olney, IL 62450

Phone Number: 618-393-2982

Client will notify TimelyMD at accountsreceivable@timely.md if this point of contact changes within (ten) 10 days of the change.

In order for TimelyCare to provide the Services, Client must complete and execute an enrollment verification form (see Exhibit B) within the number of days outlined on the form. Failure to provide the

information on this form may result in suspension of Services until the information is provided by the Client.

The appropriate contact to send the enrollment verification form to is as follows:

Client Name: Brandon Weger

Client Email Address: wegerb@iecc.edu

Client Mailing Address: 11220 State Hwy, Robinson, IL 62454

Client Phone Number: 618-393-2982

Client will notify TimelyMD if this point of contact changes within (ten) 10 days of the change. Refer to Exhibit B for an example of this form (TimelyMD reserves the right to change this form as needed).

EXHIBIT B

EXAMPLE FORMS

Enrollee Verification Form:

TimelyMD Enrollee Verification Form

Per the terms of the agreement with TimelyMD, this represents the number of students eligible to utilize TimelyMD services and is necessary for data reporting purposes.

Email *

Your email

School Name *

Your answer

Semester Count *

Your answer

Name (Person Filling Out Form)

Your answer

Title

Your answer

Billing Contact - Name

Your answer

Billing Contact - Email

Your answer

Agenda Item #11

Bid Committee Report

BID COMMITTEE REPORT

February 21, 2023

Olney Central College

1. Virtual Paint Station

MEMORANDUM

TO: Board of Trustees

FROM: Bid Committee

DATE: February 21, 2023

RE: Virtual Paint Station

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 accepting the bid from Virtual Paint Products for a total of \$31,000.

| Virtual Paint Station OCC | |
|---|------------|
| Company | Bid |
| Virtual Paint Products Dike, IA | \$31,000 |
| Williams Crow Inc. dba Aidex Corp. Rossville, IN | \$31,695 |

Respectfully submitted,
Ryan Gower
Ryan Hawkins

Department: Olney Central College’s Automotive Collision Repair Program.

Source of Funds: Collision Repair Ed Fund.

Rationale for Purchase: Virtual Paint Products, 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 Virtual Paint Station for Olney Central College's Automotive Collision Repair Program shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 2:00 p.m. local time, on Monday, February 13, 2023, 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:

- Classroom Virtual Reality Training Station
- TV display- No less than 55"
- 24" or greater touch screen operator control panel
- Control panel extension arm & headset hanger
- Adjustable extension arms
- 25" spray gun connector hose reel
- VR training area floor mats no less than 4'x6'
- Magnetic gun hanger
- Lockable cabinet with power strips and storage shelf
- Alienware R13 w/Windows 11, 12th Gen Intel I9, Nvidia 30 series, no less than 32 GB memory, no less than 1TB hard drive
- Dell premium 2-year warranty
- VR headset 1600x 1440 per eye, refresh rate of no less than 80 Hz
- Motion detection w/lighthouse tracking and steam VR sensors
- Hand controllers
- Spray gun controller
- Spray finishing software simulation package
- Auto career path software simulation package
- Onsite installation
- One day training
- Remote training, customer support, software maintenance

Bids should include all items bid as one contract price. All bids should include photos of the item 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 Virtual Paint Sprayer

Unit Costs Bids will be received for the following:

- Classroom Virtual Reality Training Station
- TV display- No less than 55"
- 24" or greater touch screen operator control panel
- Control panel extension arm & headset hanger
- Adjustable extension arms
- 25" spray gun connector hose reel
- VR training area floor mats no less than 4' x6'
- Magnetic gun hanger
- Lockable cabinet with power strips and storage shelf
- Alienware R13 w/Windows 11, 12th Gen Intel I9, Nvidia 30 series, no less than 32 GB memory, no less than 1TB hard drive
- Dell premium 2-year warranty
- VR headset 1600x 1440 per eye, refresh rate of no less than 80 Hz
- Motion detection w/lighthouse tracking and steam VR sensors
- Hand controllers
- Spray gun controller
- Spray finishing software simulation package
- Auto career path software simulation package
- Onsite installation
- One day training
- Remote training, customer support, software maintenance

Note: Following Board approval, bids will be awarded on February 22, 2023.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO OLNEY CENTRAL COLLEGE, 305 N WEST ST, OLNEY, IL 62450. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR THIRTY 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, Veterans and Persons with Disabilities Act: Yes No If yes, you must attach a copy of the current letter of certification.

Agenda Item #12

District Finance

A. Financial Report

B. Approval of Financial Obligations

| ILLINOIS EASTERN COMMUNITY COLLEGES | |
|--|--------------------------------|
| DISTRICT #529 | |
| TREASURER'S REPORT | |
| January 31, 2023 | |
| FUND | BALANCE |
| Educational | \$ 9,209,421.97 |
| Operations & Maintenance | 3,070,398.23 |
| Operations & Maintenance (Restricted) | 1,451,616.63 |
| Bond & Interest | 203,117.85 |
| Auxiliary | 3,531,416.35 |
| Restricted Purposes | (351,015.93) |
| Working Cash | 92,220.62 |
| Trust & Agency | 594,853.26 |
| Audit | 24,776.94 |
| Liability, Protection & Settlement | 541,950.36 |
| TOTAL ALL FUNDS | <u>\$ 18,368,756.28</u> |
| Respectfully submitted, | |
| Ryan Hawkins, Treasurer | |

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)

January 31, 2023

| | Educational Fund | Operations & Maintenance Fund | Operations & Maintenance (Restricted) Fund | Bond & Interest Fund | Auxiliaries Fund | Restricted Purposes Fund |
|--|----------------------|-------------------------------------|---|-------------------------|---------------------|-----------------------------|
| ASSETS | | | | | | |
| Cash | \$ 9,224,722 | \$ 3,070,398 | \$ 1,451,617 | \$ 203,118 | \$ 3,551,916 | \$ (351,016) |
| Investments | 8,001,000 | 1,500,001 | - | - | 3,400,182 | - |
| Accounts Receivable | 1,805,348 | 197,264 | - | - | 352,409 | - |
| Other Receivables | 609,268 | - | 224,959 | - | - | 72,339 |
| Restricted Cash | - | - | 3,909,022 | - | - | - |
| Inventory | - | - | - | - | 610,360 | - |
| Other Assets | 84,758 | - | - | - | - | 438,300 |
| Due From Other Funds | - | - | - | - | - | - |
| Total Assets | \$ 19,725,096 | \$ 4,767,663 | \$ 5,585,598 | \$ 203,118 | \$ 7,914,867 | \$ 159,623 |
| LIABILITIES | | | | | | |
| Accounts Payable | \$ 46,754 | \$ 45,873 | \$ 51,571 | \$ - | \$ 17,091 | \$ 5,979 |
| Accrued Payroll Liabilities | (18,152) | - | - | - | - | - |
| Other Accrued Liabilities | 127,125 | - | 32,998 | - | 52,281 | 130 |
| Due to Other Funds | - | - | - | - | - | - |
| Total Liabilities | 155,727 | 45,873 | 84,569 | - | 69,372 | 6,109 |
| FUND BALANCES | | | | | | |
| Non-Spendable | - | - | - | - | 610,360 | - |
| Restricted | | | | | | |
| Board Designated | 9,936,184 | 1,200,316 | - | - | - | - |
| Other Purposes | - | 2,779,697 | 2,038,448 | 203,118 | - | - |
| Encumbered | 7,799,208 | 741,777 | 3,462,581 | - | 1,037,455 | 1,146,506 |
| Unassigned | 1,833,977 | - | - | - | 6,197,680 | (992,992) |
| Total Fund Balances | 19,569,369 | 4,721,790 | 5,501,029 | 203,118 | 7,845,495 | 153,514 |
| Total Liabilities and Fund Balances | \$ 19,725,096 | \$ 4,767,663 | \$ 5,585,598 | \$ 203,118 | \$ 7,914,867 | \$ 159,623 |

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
January 31, 2023

| | Working Cash Fund | Trust & Agency Fund | Audit Fund | Liability, Protection and Settlement Fund | Total Funds |
|--|----------------------|------------------------|------------------|---|----------------------|
| ASSETS | | | | | |
| Cash | \$ 92,221 | \$ 594,853 | \$ 24,777 | \$ 541,950 | \$ 18,404,556 |
| Investments | 6,251,688 | - | - | 500,000 | 19,652,871 |
| Accounts Receivable | - | - | - | - | 2,355,021 |
| Other Receivables | 5,029 | 107,337 | - | - | 1,018,932 |
| Restricted Cash | - | - | - | - | 3,909,022 |
| Inventory | - | - | - | - | 610,360 |
| Other Assets | - | - | - | - | 523,058 |
| Due From Other Funds | - | - | - | - | - |
| Total Assets | \$ 6,348,938 | \$ 702,190 | \$ 24,777 | \$ 1,041,950 | \$ 46,473,820 |
| LIABILITIES | | | | | |
| Accounts Payable | \$ - | \$ - | \$ - | \$ - | \$ 167,268 |
| Accrued Payroll Liabilities | - | - | - | - | (18,152) |
| Other Accrued Liabilities | - | 5,058 | - | - | 217,592 |
| Due to Other Funds | - | - | - | - | - |
| Total Liabilities | - | 5,058 | - | - | 366,708 |
| FUND BALANCES | | | | | |
| Non-Spendable | 6,315,000 | - | - | - | 6,925,360 |
| Restricted | | | | | |
| Board Designated | - | - | - | - | 11,136,500 |
| Other Purposes | 33,938 | 692,090 | 24,777 | 943,813 | 6,715,881 |
| Encumbered | - | 5,042 | - | 98,137 | 14,290,706 |
| Unassigned | - | - | - | - | 7,038,665 |
| Total Fund Balances | 6,348,938 | 697,132 | 24,777 | 1,041,950 | 46,107,112 |
| Total Liabilities and Fund Balances | \$ 6,348,938 | \$ 702,190 | \$ 24,777 | \$ 1,041,950 | \$ 46,473,820 |

| Illinois Eastern Community Colleges | | | | | | | | | | | | |
|---|----|---------------------|-------------------------------------|---|-------------------------|------------------|-----------------------------|------------------|----|------------------|----|------------------|
| Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited) | | | | | | | | | | | | |
| For the Period Ended January 31, 2023 | | | | | | | | | | | | |
| | | Educational Fund | Operations & Maintenance Fund | Operations & Maintenance (Restricted) Fund | Bond & Interest Fund | Auxiliaries Fund | Restricted Purposes Fund | | | | | |
| REVENUES | | | | | | | | | | | | |
| Property Taxes | \$ | 2,967,819 | \$ | 1,359,003 | \$ | 245,903 | \$ | 1,817,649 | \$ | - | \$ | - |
| Replacement Taxes | | 511,052 | | 511,052 | | - | | - | | - | | - |
| ICCB Grants | | 7,883,234 | | - | | 272,287 | | - | | - | | 611,617 |
| Federal Grants | | - | | - | | - | | - | | - | | 5,796,733 |
| Tuition & Fees | | 10,033,884 | | 941,640 | | - | | - | | 412,281 | | - |
| Charges for Services | | 25,091 | | 21,618 | | - | | - | | 1,731,281 | | - |
| Interest | | 137,515 | | 30,231 | | 35,835 | | 5,604 | | 43,963 | | 5,439 |
| Other Revenues | | 87,946 | | 20,078 | | 500,001 | | - | | 95,109 | | 109,435 |
| Total Revenues | | 21,646,541 | | 2,883,622 | | 1,054,026 | | 1,823,253 | | 2,282,634 | | 6,523,224 |
| EXPENDITURES | | | | | | | | | | | | |
| Payroll | | 8,172,012 | | 637,464 | | - | | - | | 1,082,161 | | 1,088,255 |
| Benefits | | 1,483,579 | | 156,888 | | - | | - | | 110,565 | | 276,407 |
| Contractual Services | | 1,044,492 | | 344,985 | | 365,876 | | - | | 180,618 | | 157,875 |
| Supplies | | 1,124,567 | | 189,251 | | 20,659 | | - | | 1,400,181 | | 311,489 |
| Travel | | 106,511 | | 175 | | - | | - | | 195,271 | | 42,692 |
| Fixed | | 24,434 | | - | | - | | 2,138,218 | | 147,640 | | 4 |
| Utilities | | 29,607 | | 711,456 | | - | | - | | 390 | | - |
| Capital Outlay | | 468,642 | | 124,729 | | 1,433,401 | | - | | 108,925 | | 697,349 |
| Other | | 99,148 | | 365 | | - | | - | | 52,573 | | 793,177 |
| Scholarships, Student Grants, & Waivers | | 3,974,566 | | - | | - | | - | | 285,202 | | 3,525,780 |
| Total Expenditures | | 16,527,558 | | 2,165,313 | | 1,819,936 | | 2,138,218 | | 3,563,526 | | 6,893,028 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | | 5,118,983 | | 718,309 | | (765,910) | | (314,965) | | (1,280,892) | | (369,804) |
| TRANSFERS | | | | | | | | | | | | |
| Net Transfers | | (3,733,516) | | 100,000 | | 1,900,000 | | - | | 1,733,516 | | - |
| Total Transfers | | (3,733,516) | | 100,000 | | 1,900,000 | | - | | 1,733,516 | | - |
| Net Change in Fund Balance | | 1,385,467 | | 818,309 | | 1,134,090 | | (314,965) | | 452,624 | | (369,804) |
| Fund Balance - Beginning | | 18,183,902 | | 3,903,481 | | 82 4,366,939 | | 518,083 | | 7,392,871 | | 523,318 |
| Fund Balance - Ending | \$ | 19,569,369 | \$ | 4,721,790 | \$ | 5,501,029 | \$ | 203,118 | \$ | 7,845,495 | \$ | 153,514 |

| Illinois Eastern Community Colleges | | | | | | | |
|---|----|-------------------|---------------------|------------------|---|--|----------------------|
| Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited) | | | | | | | |
| For the Period Ended January 31, 2023 | | | | | | | |
| | | | | | | | |
| | | Working Cash Fund | Trust & Agency Fund | Audit Fund | Liability, Protection and Settlement Fund | | Total Funds |
| REVENUES | | | | | | | |
| Property Taxes | \$ | - | \$ - | \$ 66,711 | \$ 977,601 | | \$ 7,434,686 |
| Replacement Taxes | | - | - | - | - | | 1,022,104 |
| ICCB Grants | | - | - | - | - | | 8,767,138 |
| Federal Grants | | - | - | - | - | | 5,796,733 |
| Tuition & Fees | | - | - | - | - | | 11,387,805 |
| Charges for Services | | - | 15,335 | - | - | | 1,793,325 |
| Interest | | 34,250 | 4,748 | 146 | 6,284 | | 304,015 |
| Other Revenues | | - | 506,844 | - | 2,737 | | 1,322,150 |
| Total Revenues | | <u>34,250</u> | <u>526,927</u> | <u>66,857</u> | <u>986,622</u> | | <u>37,827,956</u> |
| EXPENDITURES | | | | | | | |
| Payroll | | - | - | - | - | | 10,979,892 |
| Benefits | | - | - | - | 78,900 | | 2,106,339 |
| Contractual Services | | - | 8,920 | 62,000 | 473,925 | | 2,638,691 |
| Supplies | | - | 16,600 | - | - | | 3,062,747 |
| Travel | | - | 9,164 | - | - | | 353,813 |
| Fixed | | - | - | - | 255,907 | | 2,566,203 |
| Utilities | | - | - | - | - | | 741,453 |
| Capital Outlay | | - | - | - | - | | 2,833,046 |
| Other | | - | (74,820) | - | - | | 870,443 |
| Scholarships, Student Grants, & Waivers | | - | 415,657 | - | - | | - |
| Total Expenditures | | <u>-</u> | <u>375,521</u> | <u>62,000</u> | <u>808,732</u> | | <u>34,353,832</u> |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | | <u>34,250</u> | <u>151,406</u> | <u>4,857</u> | <u>177,890</u> | | <u>3,474,124</u> |
| TRANSFERS | | | | | | | |
| Net Transfers | | - | - | - | - | | - |
| Total Transfers | | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | | <u>-</u> |
| Net Change in Fund Balance | | <u>34,250</u> | <u>151,406</u> | <u>4,857</u> | <u>177,890</u> | | <u>3,474,124</u> |
| Fund Balance - Beginning | | 6,314,688 | 545,726 | 83 19,920 | 864,060 | | 42,632,988 |
| Fund Balance - Ending | \$ | <u>6,348,938</u> | <u>\$ 697,132</u> | <u>\$ 24,777</u> | <u>\$ 1,041,950</u> | | <u>\$ 46,107,112</u> |

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2021-2023**

| College | Category | FISCAL YEAR 2021 | | | FISCAL YEAR 2022 | | | FISCAL YEAR 2023 | | | % of Year |
|---------------------|----------|---------------------|---------------------|-------------|----------------------|----------------------|-------------|---------------------|----------------------|-------------|------------|
| | | Budget | Spent Thru January | % of Budget | Budget | Spent Thru January | % of Budget | Budget | Spent Thru January | % of Budget | |
| Frontier | Bills | | \$ 343,178 | | | \$ 357,732 | | | \$ 462,379 | | |
| | Payroll | | 1,034,325 | | | 1,020,534 | | | 1,159,661 | | |
| | Waivers | | 600,181 | | | 553,250 | | | 557,531 | | |
| | Totals | \$ 3,899,789 | 1,977,684 | 51% | \$ 3,688,586 | 1,931,516 | 52% | \$ 3,873,183 | 2,179,571 | 56% | 58% |
| Lincoln Trail | Bills | | \$ 764,760 | | | \$ 707,440 | | | \$ 619,245 | | |
| | Payroll | | 1,239,868 | | | 1,256,751 | | | 1,242,185 | | |
| | Waivers | | 906,043 | | | 744,492 | | | 762,811 | | |
| | Totals | \$ 4,943,901 | 2,910,671 | 59% | \$ 4,977,953 | 2,708,683 | 54% | \$ 4,727,391 | 2,624,241 | 56% | 58% |
| Olney Central | Bills | | \$ 802,473 | | | \$ 878,888 | | | \$ 1,115,791 | | |
| | Payroll | | 2,302,582 | | | 2,287,337 | | | 2,483,437 | | |
| | Waivers | | 706,685 | | | 589,310 | | | 604,151 | | |
| | Totals | \$ 7,047,772 | 3,811,740 | 54% | \$ 7,367,058 | 3,755,535 | 51% | \$ 7,402,072 | 4,203,379 | 57% | 58% |
| Wabash Valley | Bills | | \$ 648,740 | | | \$ 709,566 | | | \$ 810,005 | | |
| | Payroll | | 1,605,479 | | | 1,653,955 | | | 1,709,521 | | |
| | Waivers | | 1,138,122 | | | 1,139,490 | | | 1,111,332 | | |
| | Totals | \$ 5,988,433 | 3,392,341 | 57% | \$ 5,775,220 | 3,503,011 | 61% | \$ 6,271,689 | 3,630,858 | 58% | 58% |
| Workforce Educ. | Bills | | \$ 103,936 | | | \$ 136,309 | | | \$ 108,561 | | |
| | Payroll | | 441,331 | | | 416,520 | | | 336,963 | | |
| | Waivers | | 572,632 | | | 638,038 | | | 903,046 | | |
| | Totals | \$ 3,349,386 | 1,117,899 | 33% | \$ 3,378,641 | 1,190,867 | 35% | \$ 2,761,446 | 1,348,570 | 49% | 58% |
| District Office | Bills | | \$ 158,407 | | | \$ 315,588 | | | \$ 433,876 | | |
| | Payroll | | 550,955 | | | 729,317 | | | 802,160 | | |
| | Waivers | | - | | | - | | | - | | |
| | Totals | \$ 1,410,117 | 709,362 | 50% | \$ 1,991,105 | 1,044,905 | 52% | \$ 2,334,026 | 1,236,036 | 53% | 58% |
| District Wide | Bills | | \$ 1,167,362 | | | \$ 2,319,544 | | | \$ 2,358,970 | | |
| | Payroll | | 442,926 | | | 700,946 | | | 1,075,550 | | |
| | Waivers | | 121,661 | | | 166,904 | | | 35,696 | | |
| | Totals | \$ 3,576,315 | 1,731,949 | 48% | \$ 7,148,722 | 3,187,394 | 45% | \$ 7,711,317 | 3,470,216 | 45% | 58% |
| GRAND TOTALS | | \$30,215,713 | \$15,651,646 | 52% | \$ 34,327,285 | \$ 17,321,911 | 50% | \$35,081,124 | \$ 18,692,871 | 53% | 58% |

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Revenues & Expenditures Report
January 31, 2023

| REVENUES | FY 2023 | | FY 2022 | | Increase (Decrease) | |
|----------------------------|----------------------|-----------------------|----------------------|-----------------------|--------------------------------|---------------|
| | Amount | % of Total | Amount | % of Total | \$ | % |
| | Property Taxes | \$ 4,326,822 | 17.64% | \$ 4,034,459 | 16.45% | \$ 292,363 |
| Replacement Taxes | 1,022,105 | 4.17% | 639,771 | 2.61% | 382,334 | 59.761% |
| ICCB Grants | 7,883,234 | 32.14% | 7,801,067 | 31.80% | 82,167 | 1.053% |
| Federal Grants | - | 0.00% | - | 0.00% | - | #DIV/0! |
| Tuition & Fees | 10,975,524 | 44.74% | 10,982,353 | 44.77% | (6,829) | -0.062% |
| Charges for Services | 46,709 | 0.19% | 41,872 | 0.17% | 4,837 | 11.552% |
| Interest | 167,747 | 0.68% | 66,966 | 0.27% | 100,781 | 150.496% |
| Other Revenues | 108,019 | 0.44% | 163,837 | 0.67% | (55,818) | -34.069% |
| | \$ 24,530,160 | 100.00% | \$ 23,730,325 | 96.74% | \$ 799,835 | 3.371% |
| | | | | | | |
| EXPENDITURES | FY 2023 | | FY 2022 | | Increase (Decrease) | |
| | Amount | % of Total | Amount | % of Total | \$ | % |
| Salaries | \$ 8,809,477 | 47.13% | \$ 8,065,360 | 46.56% | \$ 744,117 | 9.226% |
| Employee Benefits | 1,640,467 | 8.78% | 1,454,353 | 8.40% | 186,114 | 12.797% |
| Contractual Services | 1,389,477 | 7.43% | 1,025,719 | 5.92% | 363,758 | 35.464% |
| Materials | 1,313,817 | 7.03% | 1,433,185 | 8.27% | (119,368) | -8.329% |
| Travel & Staff Development | 106,686 | 0.57% | 98,862 | 0.57% | 7,824 | 7.914% |
| Fixed Charges | 24,434 | 0.13% | 34,753 | 0.20% | (10,319) | -29.692% |
| Utilities | 741,063 | 3.96% | 626,726 | 3.62% | 114,337 | 18.244% |
| Capital Outlay | 593,371 | 3.17% | 676,257 | 3.90% | (82,886) | -12.257% |
| Other | 4,074,079 | 21.79% | 3,906,696 | 22.55% | 167,383 | 4.285% |
| | \$ 18,692,871 | 100.00% | \$ 17,321,911 | 100.00% | \$ 1,370,960 | 7.915% |

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

| | Funding Source | Estimated Budget | | | | | | | | | | |
|---|----------------|---------------------|-----------------------|---------------------------|------------------|---------------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|--|
| 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 - Crawford County Recreational Center | Local | \$4,700,000 | _____ | | | | | | | | | |
| OCC - Wattlewroth Hall Door Repairs | DM | \$110,175 | _____ | | | | | | | | | |
| GRAND TOTAL | | \$20,559,967 | Board Approval | Preliminary Design | Materials | Begin Construction | 30% Completed | 60% Completed | 80% Completed | 100% Completed | Fully Accepted | |

Agenda Item #13

Executive Session

A. 2(c) (1) Employment/Appointment Matters

B. 2(c) (11) Litigation

Agenda Item #14

Approval of Executive Session Minutes

A. Written Executive Session Minutes

B. Audio Executive Session Minutes

Agenda Item #15

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 21, 2023
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the February Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.4, and 400.5 have been sent under separate cover.

INDEX

- 400.2. Employment of Personnel**
- 400.3. Change in Status (Attachment)**
- 400.4. Special Assignment**
- 400.5. Resignation Ratification**

- 400.5. Termination**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional, Non-Faculty, Exempt

- 1. Jordan Higgason, Success Coach, FCC & WVC, effective February 27, 2023**
- 2. Devin Hilfirty, Success Coach, OCC & LTC, effective February 27, 2023**

400.2. Change in Status

- 1. Lori Barger, Administrative Assistant, DO, to Information Specialist, DO, effective February 27, 2023**

400.3. Special Assignment (Attachment)

400.4. Resignation Ratification

- 1. Rachel Doan, TRIO Upward Bound Counselor, DO, effective January 30, 2023**
- 2. Trudy Hemrich, Bookkeeper, DO, effective March 1, 2023**
- 3. Marty Fatheree, Maintenance, WRC, effective February 22, 2023**
- 4. Fawna Forrest, HR Coordinator, DO, effective February 20, 2023**

400.6. Termination

- 1. Erick Schmitt, Maintenance/Custodian, WVC, effective February 21, 2023**
- 2. Shane Meeks, Custodian, OCC, effective February 21, 2023**

Agenda Item #16
Collective Bargaining

Agenda Item #17

Litigation

Agenda Item #18

Other Items

Agenda Item #19

Adjournment