

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

IECC Board of Trustees Meeting

Tuesday, July 18, 2023



Location:

**Frontier Community College, Bob Boyles Hall
2 Frontier Drive
Fairfield, IL 62837**

**Dinner – 5:30 p.m.
Meeting – 6:15 p.m.**

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**

Tuesday, July 18, 2023

6:15 p.m.

Frontier Community College, Bob Boyles Hall

2 Frontier Drive

Fairfield, IL 62837

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| 1. Call to Order & Roll Call | Chairman Carter |
| 2. Welcome from the Chair | Chairman Carter |
| 3. Recognition of Visitors and Guests | President Edgren |
| 3.A. Visitors and Guests | |
| 3.B. IECEA Representative | |
| 4. Public Comments | |
| 5. Reports | |
| 5.A. Trustees | |
| 5.B. Chancellor | |
| 5.C. Presidents | |
| 6. Approval of Consent Agenda | Chancellor Gower |
| 6.A. Disposition of Minutes | |
| 6.B. Policy 100.14 Board of Trustees Mailing List | |
| 6.C. Policy 100.33 Board Member Leadership Training | |
| 6.D. CAISA/SAFE Memorandum of Understanding | |
| 6.E. Affiliation Agreement- Memorial Health System PTA | |
| 7. Action on Items Removed from Consent Agenda | Chancellor Gower |
| 8. Policy First Reading (and Possible Approval) | Chancellor Gower |
| 8.A. Policy 500.39 Ethical Recruitment and Admission of Students | |

- | | |
|---|------------------|
| 9. Policy Second Reading | Chancellor Gower |
| 10. Staff Recommendations for Approval | |
| 10.A. CDB Trust Agreement | Mr. Hawkins |
| 10.B. RAMP FY25 | Mr. Hawkins |
| 11. Bid Committee Report | Chancellor Gower |
| 11.A. WVC Science Building | |
| 11.B. LTC New Storage Building | |
| 12. District Finance | |
| 12.A. Financial Report | Mr. Hawkins |
| 12.B. Approval of Financial Obligations | Mr. Hawkins |
| 13. Executive Session | Chancellor Gower |
| 14. Approval of Executive Session Minutes | Chancellor Gower |
| 15. Approval of Personnel Report | Ms. McDowell |
| 16. Collective Bargaining | Chancellor Gower |
| 17. Litigation | Chancellor Gower |
| 18. Other Items | |
| 19. Adjournment | |

IECC Board of Trustees Meeting
Tuesday, June 20, 2023 6:15 PM Central

Wabash Valley College, Main Hall 101
2200 College Drive
Mt. Carmel, IL 62863

Guadalupe Amicone: Present (via Zoom)
Susan Batchelor: Present
John Brooks: Present
Roger Browning: Present
Gary Carter: Present
Brenda Culver: Present (via Zoom)
Jan Ridgely: Present
Barbara Shimer: Present
Present: 8. Absent: 0.

Also present at the 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 Holtz, Board Secretary

(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.)

1. Call to Order & Roll Call – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Board Secretary Sonja Holtz to call the roll.

2. Welcome from the Chair – Chairman Carter welcomed all who were present for the meeting.

3. Recognition of Visitors and Guests

3.A. Visitors and Guests - None

3.B. IECEA Representative – Rob Mason was present and reported that negotiation matters are going well.

4. Public Comments - None

5. Reports

5.A. Trustees – None

5.B. Chancellor – Chancellor Gower reviewed current issues and opportunities facing the District.

5.C. Presidents – Reports were presented from the Presidents.

5.D. Division Report: WVC Baseball Championships – The Board recognized the Wabash Valley College Men’s Baseball team for finishing in second place in the NJCA World Series Championship.

6. Approval of Consent Agenda

6.A. Disposition of Minutes – Open meeting minutes as prepared for the regular meeting held Tuesday, May 16, 2023 were presented for disposition.

6.B. 2023-2024 IECC Catalog – The catalog lists all courses, programs, degrees and certificates, along with the district policy that applies to operation of the district and its students. Throughout the year, the Board of Trustees is asked to approve changes to the catalog.

6.C. Policy 100.21 Gramm Leach Bliley GLB Act – Changes to the policy and Information Security Program to comply with the new GLBA requirements.

7. Action on Items Removed from Consent Agenda - None

8. Policy First Reading (and Possible Approval) - None

9. Policy Second Reading – None

Motion to approve the consent agenda as presented. This motion, made by Susan Batchelor and seconded by Roger Browning, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea
Yea: 7, Nay: 0

10. Staff Recommendations for Approval

10.A. Renewal of Property, Casualty & Liability Insurance Coverage

Motion to approve the District's property, casualty, and liability insurance coverage with Wright Specialty for period July 1, 2023 to June 30, 2024. This motion, made by John Brooks and seconded by Jan Ridgely, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea
Yea: 7, Nay: 0

10.B. Building and Maintenance Fund Resolution - State statute requires that the Board of Trustees approve by a resolution granting authority to budget and expend funds collected from tax revenues for the purpose of operations and maintenance of the district campuses and properties.

WHEREAS, expenses payable from taxes levied for operations, building and maintenance purposes and for the purchase of school grounds are subject to 110 ILCS 805/3-20.3.

WHEREAS, funds expended for obligations incurred for the improvement, maintenance, repair or benefit of buildings and property, including cost of interior decorating and the

installation, improvement, repair, replacement and maintenance of building fixtures, for the rental of buildings and property for community college purposes or for the payment of all premiums for insurance upon buildings and building fixtures shall be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds,

WHEREAS, payment of all salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment, or the cost of a professional survey of the conditions of school building, or any one or more of the preceding items may not be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds without resolution of the Board of Trustees,

SO BE IT RESOLVED, that the Board of Trustees of the Illinois Eastern Community College District No. 529 by resolution authorizes the Chancellor of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes for the payment of salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

Motion to adopt the foregoing Building and Maintenance Fund Resolution as recommended.

This motion, made by Roger Browning and seconded by Susan Batchelor, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 7, Nay: 0

10.C. Inter-Fund Loans Resolution - During each fiscal year, transfers are required to be made between existing designated funds to meet obligations of the District.

Each fiscal year the Board of Trustees is asked to approve a resolution authorizing these inter-fund loans and transfers. These inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of meeting the ordinary and necessary expenditures of the district.

The CFO recommended that the Board adopt the following resolution which authorizes the Treasurer of the District to make inter-fund loans as required during fiscal year 2024, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2024.

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for Fiscal Year 2024, pursuant to 110 ILCS 805/3-34, and

WHEREAS, these inter-fun loans, from any fund to any other fund maintained by the Board, are for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the District.

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for Fiscal Year 2024, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fun loan must be repaid and retransferred to the proper fund no later than June 30, 2024.

Motion to approve the Inter-Funds Loan Resolution, as presented. This motion, made by Roger Browning and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea
Yea: 7, Nay: 0

10.D. Working Cash Fund Resolution - CFO Ryan Hawkins presented the following resolution. The Board of Trustees is required to approve a resolution authorizing the permanent transfer of interest earned on the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District.

The Treasurer of the District has or will transfer approximately \$143,000 from the Working Cash Fund to the General Fund prior to June 30, 2023.

Only interest is transferred and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum. As of June 30, 2023, the Working Cash Fund principal is \$6,315,000.

The CFO recommended the Board adopt the following resolution authorizing the Treasurer to permanently transfer approximately \$143,000 Working Cash Fund interest to the General Fund on or before June 30, 2023.

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General Fund on or before June 30, 2023;

WHEREAS, the Board of Trustees initiated this transfer pursuant to 110 ILCS 805/3-33.6 for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the district;

WHEREAS, the Board used these funds for aforesaid purposes and no repayment of this money is required;

SO BE IT RESOLVED that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$143,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2023.

Motion to approve the Working Cash Fund Resolution as presented. This motion, made by Susan Batchelor and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea
Yea: 7, Nay: 0

10.E. Payment of Accrued Bills - The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills incurred in June, but invoiced in July, as expenses for Fiscal Year 2023. By July 30 all accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

At each regular Board meeting, the Board receives an electronic copy of bills for review and payment. At the August Board meeting, that electronic report will include current bills for approval plus the bills that were paid in the accrual period.

The Chancellor recommended approval to pay the FY2023 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting

Motion to pay the FY2023 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting, as recommended. This motion, made by Jan Ridgely and seconded by Roger Browning, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea
Yea: 7, Nay: 0

10.F. Lease Agreements – The following IECC leases were presented for Board information and for Board of trustees approval as indicated:

1. IECC/LTC Storybrooke Pre-K (Regional Office of Education #12) Lease – The lease began on September 18, 2019, and is for approximately 4,200 square feet in the Industrial Annex of LTC for classroom facilities for a pre-k program. The lease term is being extended to May 31, 2024, at \$2,160 per month rent, with an annual auto renewal if mutually agreed to in writing.
2. IECC/Twin Rivers Lease – The lease began January 2018 and is for approximately 560 square feet of office space for the facilitation of the Twin Rivers Regional Vocational System. The lease term is being extended to June 30, 2024, at the monthly rent of \$225.
3. IECC Rise Broadband – The lease is for the placement of broadband equipment on the District radio station tower located at 15511 River Road, Mt. Carmel, Illinois. Lease term is for one (1) year from October 6, 2023, to October 5, 2024. Additionally the agreement automatically renews for three (3) additional terms of one (1) year unless Landlord notifies tenant within 30 days of lease term. The lease provides monthly rent at \$150.
4. IECC/Buckeroo Early Education Center – This lease is for the use of two (2) classrooms (4,200 sq. ft.) in Wattleworth Hall to be used as classroom facilities of the facilitation of a childcare program to allow local residents to have access to educational opportunities for children aged 2-5. The lease commences October 1, 2023 through June 30, 2024, with an option to renew in one year increments. The total monthly rent is \$1,500.
5. IECC/JAL Lease – The lease is for approximately 2,519 square feet in West Frankfort, Illinois to be used by IECC for the Workforce Education Department. The lease commences May 15, 2023, and shall extend for a term of three (3) years to be reviewed annually on July 1 ending at midnight on June 30, 2026, unless earlier terminated or extended. There is no rent but rather equalization produced through classes and training shall be shared with Lessor and more specifically defined through a separate agreement.

The following leases are submitted as informational review of outstanding commitments of the District:

1. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive, Mt. Carmel, Illinois. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. This lease period is being renewed for five years, commencing July 1, 2020, and will expire June 30, 2025.
2. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas, and electric service to the Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2025, under the current lease agreement.
3. IECC and Prairie State Generating Company – Lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days' notice of either party. No monthly rental charge is paid.
4. IECC/WVC WVJC Radio Tower – Lease of Property – The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976, to September 30, 2006. The current owner has agreed to extend the lease from July 1, 2013, for thirty years to June 30, 2043, at a cost of \$30 for the thirty-year period.
5. IECC/OCC Oil Derrick Lease of Property – The District leases an approximate 2,209 square feet piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009, for twenty years to August 17, 2029.
6. IECC/WRC – The lease is for the softball field and baseball field and is leased to Britton's Bullpen in exchange for mowing and maintenance of the two fields and two adjoining buildings. Lease term from July 1, 2019, through June 30, 2024.
7. IECC/Wabash Telephone Cooperative – The lease is for the placement of an upright communications cabinet and communications equipment on approximately 25 square feet of space inside the Telecommunications Switch Room. The lease also provides approximately 100 square feet of ground on the property for an antennae tower structure. Wabash Telephone Cooperative is responsible for maintenance and repair of the property placed at the site. This agreement shall commence on August 1, 2019, and shall continue thereafter for an initial term of ten (10) years. This agreement shall automatically renew for three (3) five (5) year terms.
8. IECC/FCC and Fairfield Park District of Fairfield, Illinois – Intergovernmental Agreement between IECC/FCC and Fairfield Park District of Fairfield, Illinois, as amended by Board action on January 14, 2015, for the Lease, Operation and Use of a certain softball diamond at Southwest Park, Fairfield, Illinois through the duration of the existing leaseholds of the Park District and any extension or renewal thereof through and including July 1, 2040, unless sooner terminated by the Lessors.
9. IECC/C.E.F.S. Economic Opportunity Corporation WIA – This lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office and common space which includes break room, restrooms, and conference room for facilitation of the

Workforce Investment Act. The lease period is July 1, 2022, through June 30, 2024, at the current monthly rent of \$225.

10. IECC/OCC ROE Lease – The lease is for three classrooms at OCC on the second floor of Wattleworth Hall, and two office spaces on the second floor of Wattleworth Hall to be used exclusively as classroom facilities and office facilities for the facilitation of the ASSIST program. The lease period is August 1, 2023, through May 31, 2024, at the current monthly rate of \$4,800.
11. IECC/FCC First Brands Group, LLC Lease – The lease is for IECC and FCC to use the parking lot located at the former Airtex facility located at 810 Leininger Road, Fairfield, Illinois for IECC/FCC training and instruction of the College’s truck driving training and related instruction. The lease is in effect from October 2022 through October 2024. At the end of the contracted period this Agreement can be extended upon agreement of both parties. There is no fee for use of this facility.
12. IECC/ICN Intergovernmental Agreement – The agreement provides the Illinois Century Network (ICN) with approximately 294 sq. ft. to install and maintain data equipment for the operation of an Intermediate Light Amplification for interconnecting high-speed data connections. The term of the lease began June 18, 2013, and runs through June 18, 2033. In consideration IECC receives high-speed internet service at no charge.

Motion to approve the lease agreements as recommended. This motion, made by Barbara Shimer and seconded by Susan Batchelor, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 7, Nay: 0

10.G. Naming Rights

Motion to approve a resolution to honor and appreciate the service of Terry Bruce by renaming the West Richland Center as The Terry L. Bruce West Richland Center. This motion, made by Roger Browning and seconded by Brenda Culver, Carried.

John Brooks: Abstain, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Abstain: 1

11. Bid Committee Report – The following bid recommendations are based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

Radio Station Transmitter for WVC	
Company	Bid
BSW Tacoma, WA	\$72,687.22
Gates Air, Inc. Mason, OH	\$66,605.50
Nautel Marine, Inc. Bangor, ME	\$73,443.42
WVC Science Building East Canopy Replacement	
Company	Bid
Homes by Schuetz	

Olney, IL \$62,822.41

WVC Main Hall Roof Replacement

Company	Bid
Joiner Sheet Metal & Roofing Highland, IL	\$253,800
Lehman Roofing Evansville, IN	\$357,500
Martin Roofing Mascoutah, IL	\$408,500

Flatbed Trailer (FCC)

Company	Bid
Vaughn Equipment, Inc. Fairfield, IL	\$40,750
W & W Truck & Trailer Sales Carmi, IL	\$50,000

Motion to approve the acceptance of the bid received from GatesAir, Inc. in the amount of \$66,605.50 for the Radio Station Transmitter at Wabash Valley College; rejection of the bid received from Homes by Schuetz in the amount of \$62,822.41 for the Wabash Valley College Science Building East Canopy Replacement; acceptance of the bid received from Joiner Sheet Metal & Roofing in the amount of \$253,800 for the Wabash Valley College Main Hall Roof Replacement; and acceptance of the bid received from Vaughan Equipment, Inc. in the amount of \$40,750 for a flatbed trailer for Frontier Community College. This motion, made by Jan Ridgely and seconded by Susan Batchelor, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea
Yea: 7, Nay: 0

12. District Finance

Motion to approve payment of district financial obligations for June 2023 in the total amount of \$1,770,234.50. This motion, made by Jan Ridgely and seconded by Roger Browning, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea
Yea: 7, Nay: 0

13. Executive Session - None

14. Approval of Executive Session Minutes

14.A. Written Executive Session Minutes – It was recommended that the written minutes of the executive session held on May 16, 2023 be approved and remain closed.

14.B. Audio Executive Session Minutes – It was recommended that the recorded audio minutes of the May 16, 2023 executive session meeting be approved and remain closed.

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 Chancellor presented the following report and recommendations:

A. The following written executive session minutes were reviewed in December 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, 2023
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 June 2023:

1. February 21, 2023
2. May 16, 2023

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. February 15, 2022
2. March 15, 2022
3. April 19, 2022
4. July 19, 2022
5. August 16, 2022
6. September 20, 2022
7. October 18, 2022
8. February 21, 2023
9. May 16, 2023

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. June 15, 2021
2. July 20, 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. November 15, 2022
2. December 13, 2022
3. January 17, 2023
4. March 21, 2023
5. April 3, 2023
6. April 25, 2023

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

1. April 19, 2022
2. August 16, 2022
3. September 20, 2022

Motion to approve the minutes of the executive session held on May 16, 2023 and accept the report on the Semi-Annual Review of Executive Session Minutes as outlined and as recommended. This motion, made by Barbara Shimer and seconded by Susan Batchelor, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea.

Yea: 7, Nay: 0

15. Approval of Personnel Report

400.1. Employment of Personnel

A. Professional, Non-Faculty, Exempt

1. Michelle Brooks, Director of Small Business Development Center, IECC effective June 26, 2023
2. Rachel Refenes, Head Volleyball Coach & Student Life Coordinator, WVC effective June 26, 2023

B. Classified

1. Russell Foerster, TRIO Upward Bound Counselor, OCC effective June 26, 2023
2. Rachel Carter, TRIO Upward Bound Counselor, LTC effective June 26, 2023
3. William Lamb, Maintenance/Groundskeeper, OCC effective June 26, 2023

400.2 Approval of Contracts for Chancellor and College Presidents/Vice Chancellors

400.3 Change in Status

1. Paul Bruinsma, Dean of Instruction, FCC to Chief Academic Officer, IECC effective July 1, 2023

2. Teresa Baker, Part-time Food Service Manager to Full-time Food Service Manager, OCC effective August 1, 2023
3. Tim Zimmer, Director of Academic Advisement, WVC to Director of Instructional Services, WVC effective July 5, 2023
4. Aaron Biddle, Temporary Head Baseball Coach, WVC to Full-time Head Baseball Coach, WVC effective June 26, 2023
5. Jon Wright, Part-time Coordinator, OCC to Theater Director, OCC effective June 26, 2023
6. Stephanie Corley, Part-time Office Assistant, OCC to Student Services Specialist, OCC effective June 26, 2023

400.4 Special Assignments (attachment)

400.5 Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Hours per Academic Year</u>
Amie Mayhall	McGraw-Hill Education Mayhall Tax Prep	120

400.6 Resignation Ratification

1. Leticia Avila, Custodian, WVC effective June 6, 2023

Motion to approve the foregoing Personnel Report as presented. This motion, made by Susan Batchelor and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea
Yea: 7, Nay: 0

16. Collective Bargaining - None

17. Litigation - None

18. Other Items - None

19. Adjournment

Motion to adjourn at 7:52 p.m. This motion, made by Barbara Shimer and seconded by Roger Browning, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea
Yea: 7, Nay: 0

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: July 18, 2023

RE: Withdrawal of Board of Trustees Mailing List Policy 100.14

This policy, based on its last revision date, was targeted for review via the policy and procedure monitoring process formalized in the Chancellor's Office earlier this year. Upon review, it was determined the mailing list requirement, previously found within the Public Community College Act, has been repealed. Considering this, and the outdated practice described within the document, a withdrawal of the policy was recommended.

The withdrawal of this policy has been approved by Cabinet. I would ask the Board to waive the second reading and approve the withdrawal of Policy 100.14.

RG/lb

Attachment

BOARD OF TRUSTEES - 100

Board of Trustees Mailing List (100.14)

Date Adopted: December 19, 1989

Revised: September 15, 2015

Deleted by Board Action on July 18, 2023 (pending Board approval). This requirement was repealed effective 1-1-2019.

~~Pursuant to the Illinois Public Community College Act, ILCS Paragraph 103-22.3, the Board of Trustees shall establish and maintain a mailing list of names and addresses of persons who each year request inclusion thereon, and to mail to those persons copies of board agenda, budgets or audits as requested within 7 working days after copies of such become available, and to mail to those persons who so request within 7 working days after each subsequent Board meeting a copy of the previous meeting minutes as approved.~~

~~Annual subscription fees approximating the costs of assembling, reproducing and mailing the materials may be charged to the subscribers at the beginning of the subscription period.~~

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 18, 2023
RE: Board Member Leadership Training Policy 100.33

This policy, based on its last revision date, was targeted for review via the policy and procedure monitoring process formalized earlier this year. Upon review, the policy remains accurate and only minor clarifying additions were recommended.

The proposed revisions have been approved by Cabinet. I would ask the Board to waive the second reading and approve Policy 100.33 as presented.

RG/lb

Attachment

Board Member Leadership Training (100.33)

Date Adopted: September 20, 2016

Revised: July 18, 2023 (Pending Board Approval)

~~Effective January 1, 2017;~~ In accordance with The Public Community College Act ([110 ILCS 805/3-8.5](#)), ~~during the first, third, and fifth year of his/her term,~~ every voting member of the Board shall complete a minimum of 4 hours of professional development leadership training covering topics that shall include, but are not limited to:

- open meetings law;
- community college and labor law;
- freedom of information law;
- contract law;
- ethics;
- sexual violence on campus;
- financial oversight and accountability;
- audits;
- fiduciary responsibilities of a community college trustee. ~~during the first, third, and fifth year of his or her term.~~

The training required may be provided by an association established by Statute for the purpose of training community college district board trustees or by other qualified providers approved by the State Board, in consultation with an association so established.

~~The Secretary of the Board will coordinate the training to ensure it is completed within the time constraints mandated.~~ The Board member shall certify completion of the training required to the Secretary of the Board. If a Board member does not satisfy all requirements or the certification indicates that a Board member has not completed the training, the Secretary ~~of the Board~~ shall send a notice to all elected or appointed members serving on the Board and the ~~Chancellor Chief Executive Officer of the District~~ of that fact.

~~The Secretary of the Board will ensure the IECC The District shall maintain on its Internet~~ website ~~contains~~ the names of all elected or appointed voting trustees of the Board who have successfully completed the training, as well as the names of all elected or appointed voting trustees of the Board who have not successfully completed the training as required.

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 18, 2023
RE: CAISA and SAFE Memoranda of Understanding

As required by the Preventing Sexual Violence in Higher Education Act, and referenced in IECC Policy and Procedure 100.31, IECC must have confidential advisors available to a student or employee who experiences sexual violence, should they choose to seek their services. A confidential advisor is a person who has received 40 hours of training previously and 6 hours of ongoing training annually to provide emergency and ongoing support to student survivors of sexual violence.

IECC wishes to continue its partnership with the following organizations by renewing the Memoranda of Understanding:

Counseling & Information for Sexual Assault/Abuse (CAISA), a not-for-profit corporation, Robinson, Illinois

Sexual Assault and Family Emergencies (SAFE) a not-for-profit corporation, Vandalia, Illinois

I ask the Board's approval of these Memoranda of Understanding.

RG

Attachments

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNSELING & INFORMATION FOR SEXUAL ASSAULT/ABUSE

and

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Counseling & Information for Sexual Assault/Abuse (herein after called CAISA) a not-for-profit corporation, with primary offices located at 10499 N. State Highway 1 Robinson, Illinois 62454 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2023 through July 31, 2024. Said parties respectively do hereby agree as follows:

Section I: Definitions

Survivor: a student who has experienced sexual violence, dating violence, or stalking while enrolled in higher education.

Confidential Advisor: a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

Comprehensive Policy: a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

Section II: Description of Services

All services to survivors, provided by CAISA will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of CAISA (when necessary) and information on protective orders. CAISA will provide this service in a manner that protects the student's privacy and rights under the law. Note: CAISA does not directly provide services for domestic violence; however, CAISA will refer any survivors of such to the appropriate community-based domestic violence support agency.

Section III: CAISA Services and Responsibilities

1. A CAISA advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24-

hour CAISA hotline. Upon receiving a request for CAISA services through the hotline a call is made to the CAISA advocate on call. Upon receiving the call, the CAISA advocate will respond to the request over the phone within 15 minutes.

2. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
3. If the student is within the 6-county area CAISA serves the CAISA advocate can assist with accompaniment to a police station, administrative hearings, or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
4. CAISA will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
5. Provide the Institution with brochures and literature on how to contact CAISA in addition to CAISA services and their role as Confidential Advisors to the Institution.
6. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
7. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

Section IV: The Institution's Services and Responsibilities

Regarding linkage to crisis intervention services for student survivors, the Institution will:

1. Ensure students have knowledge of CAISA hotline number and how to call immediately for assistance. CAISA will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
2. Provide CAISA with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.
3. Provide CAISA with information on campus support services such as counseling and onsite medical services, if applicable.

4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing CAISA to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

Section V: Additional Considerations

Both the Institution and CAISA will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors and be in a position to make decisions should there be a question about policy, procedure, or clarification regarding the roles of CAISA or the Institution.

The liaison for the Institution is:

Name: Libby McVicker
 Title: Program Director of Grants & Compliance
 Phone: 618-393-3491
 Email: mcvickero@iecc.edu

The Liaison for CAISA is:

Name: Mickie Owens
 Title: Director of Advocacy Services
 Phone: 618-544-9379
 Email: mickie.caisa@sacis.org

Agreed:

CAISA	Institution
By: <u>Mickie Owens</u>	By: _____
Name: <u>Mickie Owens</u>	Name: _____
Title: <u>Director of Advocacy Services</u>	Title: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

SEXUAL ASSAULT AND FAMILY EMERGENCIES

and

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Sexual Assault and Family Emergencies (herein after called SAFE) a not-for-profit corporation, with primary offices located at 1410 Sunset Drive, Suite G, Vandalia, Illinois 62471 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2023 through July 31, 2024. Said parties respectively do hereby agree as follows:

Section I: Definitions

Survivor: a student who has experienced sexual violence, dating violence or stalking while enrolled in higher education.

Confidential Advisor: a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

Comprehensive Policy: a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

Section II: Description of Services

All services to survivors, provided by SAFE will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of SAFE (when necessary) and information on protective orders. SAFE will provide this service in a manner that protects the student's privacy and rights under the law. Note: SAFE does not directly provide services for domestic violence; however, SAFE will refer any survivors of such to the appropriate community-based domestic violence support agency.

Section III: SAFE Services and Responsibilities

1. A SAFE advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to

provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24-hour SAFE hotline. Upon receiving a request for SAFE services through the hotline a call is made to the SAFE advocate on call. Upon receiving the call, the SAFE advocate will respond to the request over the phone within 15 minutes.

2. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
3. If the student is within the 11-county area SAFE serves the SAFE advocate can assist with accompaniment to a police station, administrative hearings, or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
4. SAFE will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
5. Provide the Institution with brochures and literature on how to contact SAFE in addition to SAFE services and their role as Confidential Advisors to the Institution.
6. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
7. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

Section IV: The Institution's Services and Responsibilities

Regarding linkage to crisis intervention services for student survivors, the Institution will:

1. Ensure students have knowledge of SAFE hotline number and how to call immediately for assistance. SAFE will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
2. Provide SAFE with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures,

accommodations, complaint resolution procedures and Title IX Coordinator contact information.

3. Provide SAFE with information on campus support services such as counseling and onsite medical services, if applicable.
4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing SAFE to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

Section V: Additional Considerations

Both the Institution and SAFE will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors and be in a position to make decisions should there be a question about policy, procedure, or clarification regarding the roles of SAFE or the Institution.


The liaison for the Institution is:

Name: Libby McVicker
Title: Program Director of Grants & Compliance
Phone: 618-393-3491
Email: mcvickero@iecc.edu

The Liaison for SAFE is:

Name: Carleta D Trout
Title: SAFE Executive Director
Phone: 618-283-1414
Email: ctrout@safecrisiscenter.org

Agreed:

SAFE
By: 
Name: Carleta D. Trout
Title: Executive Director

Institution
By: _____
Name: _____
Title: _____

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 18, 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 non-standard clinical affiliation agreement with the following organizations:

- Memorial Health System (PTA Only)

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

RG/sc

**AFFILIATION AGREEMENT
BETWEEN
MEMORIAL HEALTH SYSTEM D/B/A MEMORIAL HEALTH
AND
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, ON BEHALF OF
FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY
CENTRAL COLLEGE, AND WABASH VALLEY COLLEGE**

THIS AGREEMENT (the “**Agreement**”) is entered into on the date of the last signature at the end of this Agreement, by and between MEMORIAL HEALTH SYSTEM (“**the Facility**”) and **ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, ON BEHALF OF FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE, AND WABASH VALLEY COLLEGE** (“**the School**”).

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences (see Exhibit B for a list of programs and Exhibit C for program-specific requirements) in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. Student professional liability insurance. Unless otherwise specified in Exhibit C, the School shall require students participating in the practicum to maintain and the School shall provide proof to the Facility of a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student. If the School is required to furnish professional liability insurance coverage under this Agreement, the School, concurrently with the execution and delivery of this Agreement, will deliver to the Facility the certificates of insurance, signed, respectively, by authorized agents of the School’s commercial carriers, or, if self-insured, by the plan’s administrator, which have issued the School’s insurance policies, or guaranteed the existence of the coverages, evidencing the maintenance by the School of the insurance which is specified in this Agreement.

3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students

participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. Evidence of student certifications, vaccinations, etc. Where applicable, the School shall provide evidence that student has met all requirements of CPR certification and proof of immunization (seasonal influenza (flu) vaccination; Hepatitis B vaccination; Measles, Mumps, and Rubella vaccination; Tuberculosis testing; and Varicella vaccine or history of Varicella).

5. Criminal background check and drug screen compliance. Where applicable, a criminal background check and drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by policy.

6. School notices to students. The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the standards and practices established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
- (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of The Joint Commission and/or other relevant accrediting or regulatory bodies.

(h) Complete Facility's annual safety community based learning ("CBLs"), including, but not limited to, OSHA Compliance for Prevention of Transmission of Bloodborne Pathogens and Tuberculosis.

B. FACILITY RESPONSIBILITIES:

1. Provision of facilities for supervised clinical experiences. Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.

2. Facility rules applicable to students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

3. Patient care. While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

4. Emergency treatment of students. Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

5. Designation of liaison to School; communications relating to clinical placements. The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

6. Identity and credentials of Facility supervising personnel. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

7. School tour of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives

of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

8. Provision of relevant Facility policies. The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.

9. FERPA compliance. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

10. OSHA training. Where applicable, the Facility shall provide students annual safety CBLs to ensure, among other things, OSHA compliance for prevention of transmission of blood borne pathogens and TB.

C. OTHER RESPONSIBILITIES:

1. Compliance with patient privacy laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("**Business Associate**"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the parties, abide by the conditions and requirements as stated in Exhibit D through the remainder of the term of this Agreement.

2. Determination of instructional period. The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

3. Determination of number of participating students. The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly

displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

4. Evaluation of students' clinical experiences. Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.

5. Removal of students.

(a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a clinical education program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years, to commence on the date of the last signature at the end of this Agreement and will terminate at the end of the five-year period. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

1. Stipulations as to liability. Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

2. Additional insurance coverage. Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.

3. Qualifications of School faculty. The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

4. Assignment of Agreement. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

5. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

6. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

7. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

8. Employment status. No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

9. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Memorial Health
Workforce Development
701 North First Street
Springfield, IL 62781
Attention: Program Facilitator

Facsimile: (217) 788-5539
Telephone: (217) 788-3580
Email: workforcedevelopment@mhsil.com

If to the School:

Illinois Eastern Community Colleges
233 East Chestnut Street
Olney, IL 62450
Attention: Alyssa Maglone, Assistant Dean of Academic Services
Telephone: 618-879-9443
Email: maglonea@iecc.edu

or to such other addresses as the parties may specify in writing from time to time.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. No Third-Party Beneficiaries. This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. Agreement binding on parties successors and assigns. This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

14. Captions for reference only. The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

15. Incident/Accident Investigation.

(a) Cooperation. In the event of the occurrence of any incident, claim, lawsuit, arbitration or other event (collectively, "Occurrence") involving any of the School's students, the School will fully cooperate with the Facility to conduct a prompt investigation of such Occurrence and will participate, as requested by the Facility, in any

subsequent litigation, actions or proceedings involving or related to that Occurrence, or the adjudication of that Occurrence.

(b) **Release of Information.** The School agrees to release to the Facility any incident reports or other records relating to patient care, and any other experiences at the Facility involving any of the School's students, and the School agrees that such reports and records may be utilized by the Facility in any legal, administrative or regulatory proceedings which may affect the School, any of the School's students, the Facility or this Agreement, subject, however, to the provisions of all applicable state or federal laws, including the Family Educational Rights and Privacy Act of 1974.

16. Records Access. As and to the extent prescribed by applicable federal law, or as periodically requested by the Facility, the School agrees to allow the Comptroller General of the United States and the Department of Health and Human Services, and their duly authorized representatives, access to this Agreement, and the books, documents and records of the School which are related to the operation of the educational program encompassed by this Agreement, until the expiration of at least five (5) years after the termination of this Agreement.

17. Continuing Legal Compliance. If the Facility determines that any of the terms of this Agreement materially violate any state or federal law which, if enforced, would jeopardize the ability of the Facility to continue to participate in the Medicare and the Medicaid health care programs, or in any other federal or state health care programs, or would jeopardize the continued federal tax-exempt status of the Facility, or any entities which are affiliated with the Facility, or would result in the imposition of any excise taxes under federal income tax laws, or would potentially subject the Facility to any civil monetary penalties or criminal prosecution, then the parties agree to immediately endeavor to renegotiate terms which would result in the Facility being in appropriate legal compliance, in the Facility's opinion. If the parties are unable to timely agree on such terms, however, the Facility may terminate this Agreement by delivering at least a thirty (30) day notice to the School, subject, however, to the preceding provisions of Section D relating to the students' ability to complete their then current assignments.

18. No Required Referrals. This Agreement is to be strictly interpreted and construed so as to comply with all of the provisions of and the referral restrictions which are contained within the federal statutes and laws which are commonly referred to as the Medicare Fraud and Abuse or the Anti-Kickback Statute and The Ethics in Patient Referrals Act (collectively, the "Stark Laws"), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting, such statutes and laws, as well as any other state statutes or laws which may be applicable to the relationship between the parties created by this Agreement. As a consequence, the School is not being obligated or required to refer any patients to the Facility, or any affiliate of the Facility, to obtain or receive any medical diagnosis, care or treatment from the Facility, or to purchase any health care related services or products from the Facility. Neither the School nor the Facility is entering into this Agreement with an expectation that such patient referrals will occur or develop between the School and the Facility by virtue of this Agreement or the Facility's participation in the educational program which is encompassed by this Agreement.

Affiliation Agreement


ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

Page 9

19. No Compensation. Neither party to this Agreement is paying the other party to this Agreement any compensation or other remuneration in connection with that party's participation pursuant to this Agreement in the educational program which is encompassed by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

**MEMORIAL HEALTH SYSTEM D/B/A
MEMORIAL HEALTH**

DocuSigned by:

87EDDCDF101A40E
Printed Name: Elisabeth Klar, PhD, CPC,
SPHR
Title: Senior Vice President and Chief
Human Resources Officer
Date: 6/13/2023 | 14:25:32 PDT

**ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, ON BEHALF
OF FRONTIER COMMUNITY
COLLEGE, LINCOLN TRAIL COLLEGE,
OLNEY CENTRAL COLLEGE, AND
WABASH VALLEY COLLEGE**

Printed Name: Gary Carter
Title: Chairman, IECC Board of Trustees
Date: _____

This Contract Template Has Been
Reviewed By MHS Legal Counsel

Meghan Gripp
CR#11409

EXHIBIT A - FACILITY SITES

Please note that all facilities listed below may not be applicable for every rotation.

Memorial Medical Center d/b/a Springfield Memorial Hospital
The Abraham Lincoln Memorial Hospital d/b/a Lincoln Memorial Hospital
Taylorville Memorial Hospital
Mental Health Centers of Central Illinois d/b/a Memorial Behavioral Health
Memorial Home Services, NFP d/b/a Memorial Home Care
Memorial Home Services of Central Illinois, Inc. d/b/a Memorial Home Medical Supply
Memorial Physician Services d/b/a Memorial Medical Group
Memorial Express Care, LLC d/b/a Memorial Care Urgent Care
The Passavant Memorial Area Hospital Association d/b/a Jacksonville Memorial Hospital
Decatur Memorial Hospital

EXHIBIT B - LIST OF PROGRAMS

Associate of Applied Science in Physical Therapist Assistant

EXHIBIT C
PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Memorial Health System d/b/a Memorial Health
 School: **ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, ON BEHALF OF FRONTIER, LINCOLN TRAIL, OLNEY CENTRAL, AND WABASH VALLEY COLLEGES**
 Program: Associate of Applied Science in Physical Therapist Assistant

Facility requires:	Yes	No
1. Proof of student professional liability insurance (paragraph A.2)	X	<input type="checkbox"/>
2. Verification that students have met requirements for: (paragraph A.4 and A.6.h)		
a. Current CPR health care provider card	X	<input type="checkbox"/>
b. Proof of Immunization (seasonal influenza (flu) vaccination; Hepatitis B vaccination; Measles, Mumps, and Rubella vaccination; Tuberculosis testing; and Varicella vaccine or history of Varicella)	X	<input type="checkbox"/>
c. OSHA compliance for prevention of transmission of blood borne pathogens and TB	X	<input type="checkbox"/>
d. Other: Vaccination against COVID19_____	X	<input type="checkbox"/>
3. Criminal background check (paragraph A.5) If yes, type of check <u>Per University/School</u>	X	<input type="checkbox"/>
4. Drug screen (paragraph A.5) If yes, type of screening <u>Per University/School</u>	X	<input type="checkbox"/>
5. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	X
6. Evidence of relevant faculties' certifications or licensures (paragraph E.3)	X	<input type="checkbox"/>
7. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required _____	<input type="checkbox"/>	X
8. Other _____	<input type="checkbox"/>	X

School requires:

1. Copy of relevant Facility policies (paragraph B.8)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input type="checkbox"/>	<input type="checkbox"/>
3. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (this “**BA Agreement**”) is made by and between **MEMORIAL HEALTH SYSTEM D/B/A MEMORIAL HEALTH** (“**Company**”) and **ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, ON BEHALF OF FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE, AND WABASH VALLEY COLLEGE** (“**Business Associate**”) and is effective as of _____, 20__ (“**Effective Date**”). Capitalized terms used in this BA Agreement without definition shall have the respective meanings assigned to such terms by the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time (collectively, “**HIPAA**”).

RECITALS

WHEREAS, Company and Business Associate are parties to an agreement setting forth services that require Company to have access to Protected Health Information (the “**Services Agreement**”); and

WHEREAS, it is the intent of Company and Business Associate to amend the Services Agreement, as described in this BA Agreement, for the parties to comply with HIPAA.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Business Associate agree as follows:

AGREEMENT

I. GENERAL PROVISIONS

Section 1.1. Effect. The provisions of this BA Agreement shall control with respect to Protected Health Information that Business Associate receives from or on behalf of Company, and the terms and provisions of this BA Agreement shall supersede any conflicting or inconsistent terms and provisions of the Services Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference, to the extent of such conflict or inconsistency. This BA Agreement shall not modify or supersede any other provision of the Services Agreement.

Section 1.2. No Third Party Beneficiaries. The parties have not created and do not intend to create by this BA Agreement any third party rights, including, but not limited to, third party rights for Company’s patients.

Section 1.3. HIPAA Amendments. The parties acknowledge and agree that the Health Information Technology for Economic and Clinical Health Act and its implementing

regulations impose requirements with respect to privacy, security and breach notification applicable to Business Associates (collectively, the “**HITECH BA Provisions**”). The HITECH BA Provisions and any other future amendments to HIPAA affecting Business Associate agreements are hereby incorporated by reference into this BA Agreement as if set forth in this BA Agreement in their entirety, effective on the later of the effective date of this BA Agreement or such subsequent date as may be specified by HIPAA.

Section 1.4. Regulatory References. A reference in this BA Agreement to a section in HIPAA means the section as it may be amended from time-to-time.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Section 2.1. Use and Disclosure of Protected Health Information. Business Associate may use and disclose Protected Health Information as permitted or required under this BA Agreement or as Required by Law, but shall not otherwise use or disclose any Protected Health Information. Business Associate shall not and shall assure that its employees, other agents and contractors do not use or disclose Protected Health Information received from Company in any manner that would constitute a violation of HIPAA if so used or disclosed by Company (except as set forth in Sections 2.1(a), (b) and (c) of this BA Agreement). To the extent Business Associate carries out any of Company’s obligations under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Company in the performance of such obligations. Without limiting the generality of the foregoing, Business Associate is permitted to use or disclose Protected Health Information as set forth below:

(a) Business Associate may use Protected Health Information internally for Business Associate’s proper management and administrative services or to carry out its legal responsibilities.

(b) Business Associate may disclose Protected Health Information to a third party for Business Associate’s proper management and administration, provided that (1) the disclosure is Required by Law, (2) Business Associate makes the disclosure pursuant to an agreement consistent with Section 2.6 of this BA Agreement or (3) Business Associate makes the disclosure pursuant to a written confidentiality agreement under which the third party is required to (i) protect the confidentiality of the Protected Health Information, (ii) only use or further disclose the Protected Health Information as Required by Law or for the purpose for which it was disclosed to the third party and (iii) notify Company of any acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the confidentiality agreement.

(c) Business Associate may use Protected Health Information to provide Data Aggregation services relating to the Health Care Operations of Company if required or permitted under the Services Agreement or this BA Agreement.

Section 2.2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted or required by this BA Agreement. In addition, Business Associate shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately

protect the Confidentiality, Integrity and Availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Company. Business Associate shall comply with the HIPAA Security Rule with respect to Electronic Protected Health Information.

Section 2.3. Minimum Necessary Standard. To the extent required by the “minimum necessary” requirements of HIPAA, Business Associate shall only request, use and disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure. Business Associate shall comply with the minimum necessary guidance to be issued by the Secretary pursuant to HIPAA and, to the extent practicable, shall not request, use or disclose any Direct Identifiers (as defined in the limited data set standard of HIPAA).

Section 2.4. Mitigation. Business Associate shall take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to Business Associate) of a use or disclosure of Protected Health Information by Business Associate in violation of this BA Agreement or HIPAA.

Section 2.5. Subcontractors. Business Associate shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate. Business Associate shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Business Associate under this BA Agreement.

Section 2.6. Reporting Requirements.

(a) Business Associate shall, without unreasonable delay, but in no event later than five business days after becoming aware of any acquisition, access, use, or disclosure of Protected Health Information in violation of this BA Agreement by Business Associate, its employees, other agents or contractors or by a third party to which Business Associate disclosed Protected Health Information (each, an “**Unauthorized Use or Disclosure**”), report such Unauthorized Use or Disclosure to Company.

(b) Business Associate shall, without unreasonable delay, but in no event later than five business days after becoming aware of any Security Incident, report it to Company.

(c) Business Associate shall, without unreasonable delay, but in no event later than five business days after discovery of a Breach of Protected Health Information (whether secure or unsecured), report such Breach to Company in accordance with 45 C.F.R. § 164.410.

(d) Business Associate shall reimburse Company for all costs, expenses (including reasonable attorneys fees), damages and other losses resulting from any breach of this BA Agreement, Unauthorized Use or Disclosure, Security Incident or Breach

involving Protected Health Information maintained by Business Associate, including, without limitation: fines or settlement amounts owed to a state or federal government agency; the cost of any notifications to Individuals or government agencies; credit monitoring for affected Individuals; or other mitigation steps taken by Company to comply with HIPAA or state law. This reimbursement obligation shall survive the expiration or earlier termination of the Services Agreement and this BA Agreement.

Section 2.7. Access to Protected Health Information. Within ten business days of a request by Company for access to Protected Health Information about an Individual contained in any Designated Record Set of Company maintained by Business Associate, Business Associate shall make available to Company such Protected Health Information for so long as Business Associate maintains such information in the Designated Record Set. If Business Associate receives a request for access to Protected Health Information directly from an Individual, Business Associate shall forward such request to Company within five business days.

Section 2.8. Availability of Protected Health Information for Amendment. Within ten business days of receipt of a request from Company for the amendment of an Individual's Protected Health Information contained in any Designated Record Set of Company maintained by Business Associate, Business Associate shall provide such Protected Health Information to Company for amendment and incorporate any such amendments in the Protected Health Information (for so long as Business Associate maintains such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If Business Associate receives a request for amendment to Protected Health Information directly from an Individual, Business Associate shall forward such request to Company within five business days.

Section 2.9. Accounting of Disclosures. Within ten business days of notice by Company to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information (other than disclosures to which an exception to the accounting requirement applies), Business Associate shall make available to Company such information as is in Business Associate's possession and is required for Company to make the accounting required by 45 C.F.R. § 164.528.

Section 2.10. Availability of Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Company available to the Secretary for purposes of determining Company's and Business Associate's compliance with HIPAA.

Section 2.11. Restrictions; Limitations in Notice of Privacy Practices. Business Associate shall comply with any reasonable limitation in Company's notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate shall comply with any reasonable restriction on the use or disclosure of Protected Health Information that Company has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

III. TERMINATION OF AGREEMENT

Section 3.1. Termination Upon Breach of this BA Agreement. Any other provision of the Services Agreement notwithstanding, Company may terminate the Services Agreement and this BA Agreement upon 30 days advance written notice to Business Associate in the event that Business Associate breaches this BA Agreement in any material respect and such breach is not cured to the reasonable satisfaction of Company within such 30-day period provided, however, that in the event that termination of this BA Agreement is not feasible, in Company's sole discretion, Company may report the breach to the Secretary.

Section 3.2. Return or Destruction of Protected Health Information upon Termination. Upon expiration or earlier termination of the Services Agreement or this BA Agreement, Business Associate shall either return or destroy all Protected Health Information received from Company or created or received by Business Associate on behalf of Company and which Business Associate still maintains in any form. Notwithstanding the foregoing, to the extent that Company reasonably determines that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this BA Agreement shall survive termination and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

IV. COUNTERPARTS

This BA Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile transmission or scanned and sent by email are deemed to be originals for purposes of execution and proof of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

**MEMORIAL HEALTH SYSTEM D/B/A
MEMORIAL HEALTH**

**ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, ON BEHALF
OF FRONTIER COMMUNITY
COLLEGE, LINCOLN TRAIL COLLEGE,
OLNEY CENTRAL COLLEGE, AND
WABASH VALLEY COLLEGE**

DocuSigned by:
Elisabeth Klar
By: _____
Name: Elisabeth Klar
Title: SVP and Chief HR Officer

By: _____
Name: Gary Carter
Title: Chairman, IECC Board of Trustees

Address: 233 East Chestnut Street
Olney, IL 62450

In event of a breach, please contact:

Second Point of Contact for Business
Associate:

Name: Jennifer Vorreyer

Name: _____

Title: Privacy Officer

Title: _____

Address: 701 North First Street
Springfield, IL 62781

Address: _____

Phone Number: (217) 788-4083

Phone Number: _____

Email: vorreyer.jennifer@mhsil.com

Email: _____

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 18, 2023
RE: Ethical Recruitment and Admission of Students Policy 500.39

Federal regulations and IECC's Memorandum of Understanding with the Department of Defense require a formal policy related to ethical behaviors related to the marketing, recruiting, and admission of students. The provided guidelines proved to be minimum standards by which IECC and representative personnel conduct business pertaining to these activities; the newly created policy simply documents the fact and satisfies the requirement.

The proposed new policy has been approved by Cabinet. I would ask the Board to waive the second reading and approve Policy 500.39 as presented.

RG/am

Attachment

Ethical Recruitment and Admission of Students Policy (500.39)

Date Adopted: July 18, 2023 (Pending Board Approval)

In accordance with the U.S. Higher Education Act of 1965, as amended, and regulations defined in 34 CFR 668.71 – 668.74 and 34 CFR 668.14 (22), as well as the requirements set forth in our Department of Defense Voluntary Education Partnership Memorandum of Understanding (MOU), Illinois Eastern Community Colleges (IECC) ensures ethical standards are upheld in the recruitment and admission of students. IECC treats students ethically, respectfully, and professionally in the marketing, recruiting, and admissions process so that students can make informed decisions without being subjected to high-pressure tactics.

1. With the exception of the International Program, IECC does not use a third party or agents for the purpose of recruiting. Only appointed and trained personnel serve this function and are authorized to make direct contact with the student, their parents or legal guardians, a spouse, or a school counselor.
2. IECC does not offer an inducement (including a gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other items) to any individual or entity for the purpose of securing enrollment of students or obtaining access to federal financial aid or tuition assistance funds.
3. With the exception of the International Program, IECC prohibits the award of incentives, commission, or any other type of inducement based in any part, directly or indirectly, upon success in securing enrollments or the awarding of financial aid to any personnel engaged in student recruitment, admission activities, or making the decisions regarding the awarding of financial assistance.
4. IECC does not use high-pressure tactics to recruit or secure enrollments.
5. In compliance with the MOU and Service Members specifically, IECC will not make multiple unsolicited contacts (3 or more) including contacts by phone, email, or in-person, nor engage in same-day recruitment and registration for the purpose of securing enrollments.
6. IECC prohibits substantial misrepresentation (such as false, erroneous, or misleading information) of its educational programs, costs, or employability of graduates in any form of advertising, marketing, or in recruitment activities.

Allowable Exception

An exception in the regulations applies to the use of agents for the recruitment of foreign students in foreign countries who may be provided commission, bonus, or other incentive payment. IECC's International Program uses commissioned agents who are completely transparent to students and families and conduct recruitment activities with integrity and accountability.

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: July 18, 2023

RE: CDB Project 810-040-009

On March 31, 2023, the Harry Crisp Center at Lincoln Trail College (Crisp Center) was destroyed by a tornado. In the days following this event, the State of Illinois offered its assistance through the Capital Development Board (CDB) to provide a temporary mobile trailer for the Broadband Telecom Program, which was housed at the Crisp Center.

As with all other projects managed by the CDB, there is a statutorily required 25% local match. This match requires funds of the District to be placed into trust pending completion of the overall project. For the coordination of this project and cost estimation, the CDB engaged the services of Graham & Hyde Architects who have been on site at Lincoln Trail College designing the Technology Center.

The District has worked with First National Bank in Olney to place the local share in trust for a one-time fee of \$1,500. The agreement authorizes the CDB to request funds or make payment on account. IECC has right to all interest earned on the account while it is held in trust. The local share commitment for the project will be \$82,025. IECC will be reimbursed through its business interruption expenses policy for this local share.

I ask the Board's approval of the Trust Agreement with First National Bank in Olney and authorize the placement of the local share.

RG/akb

TRUST AGREEMENT

This Agreement is made and entered into by and between Illinois Eastern Community College
(college)
whose address is 233 East Chestnut, Olney, IL 62450 hereinafter called the USING
(college address)
EDUCATIONAL AGENCY, and a Bank First National Bank of Olney
(bank name)
whose address is 191 East Main, Olney, IL 62450
(bank address)
hereinafter called BANK.

WITNESSETH

WHEREAS the USING EDUCATIONAL AGENCY is required by law to pay a contribution to
that certain project, known as Capital Development Board Project Number 810-040-009
in the amount of eighty-two thousand twenty-five (\$82,025) (dollars).

WHEREAS the USING EDUCATIONAL AGENCY may elect to deposit the contribution under a Trust Agreement, with an Illinois Bank of the USING EDUCATIONAL AGENCY'S choice, pursuant to 71 Illinois Administrative Code 30.110, as amended October 1, 1984.

NOW THEREFORE, the parties do hereby agree:

1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with BANK funds totaling eighty-two thousand twenty-five dollars (\$82,025).
2. That the funds so deposited with the BANK shall be described as the "contribution" and shall be held by the Bank in trust according to the terms of this Agreement.
3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.
4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.
5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.
6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so directed shall be made payable only to: "The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund".

7. That the BANK shall pay such funds within two (2) working days upon the receipt of the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.
8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A “safekeeping receipt” for such deposits shall be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term “securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois” means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated “A” or better by Moody’s; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.
9. That the USING EDUCATIONAL AGENCY shall be responsible for obtaining the written execution of the Trust Agreement by the BANK. Any costs or service fees of the BANK shall be borne by the USING EDUCATIONAL AGENCY.
10. That when the total amount of the contribution has been paid from the account in accordance with the directions of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, this Agreement shall be terminated, and any accumulated interest or earnings thereon shall be paid over to the USING EDUCATIONAL AGENCY.

IN WITNESS WHEREOF the parties have hereunder set their hand and seals this _____ day of _____, 20__ .

USING EDUCATIONAL AGENCY

_____		_____
Printed Name of College		Phone Number
_____		_____
By: Printed Name		Title
_____	ATTEST	_____
Signature		Title

BANK

_____		_____
Printed Name of Bank		Phone Number
_____		_____
By: Printed Name		Title
_____	ATTEST	_____
Signature		Title

Acknowledgement of Receipt of Funds in the Amount of \$ _____

_____	_____
By: Bank Representative Printed Name & Signature	Title

CAPITAL DEVELOPMENT BOARD

By Paula Sorensen, Administrator of Fiscal Management

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: July 18, 2023

RE: Ramp Fiscal Year 2025

The mission of Illinois Eastern Community Colleges District #529 (the District) is to deliver exceptional education and services to improve the lives of our students and strengthen our communities. It is the belief of the District, that in order to fulfill this mission, all individuals attending should have access to all features and facilities that the District maintains. Unfortunately, funding has not been available to accomplish any improvements or updates to existing restroom space to bring it into compliance with existing regulations. It is the desire of the District to meet this requirement. Restrooms selected for this project will primarily target those used by students and guests of the District. Access to facilities, such as restrooms, improves the student and visitor experience.

The current RAMP has been developed with compliance with the Americans with Disabilities Act in mind. The project is estimated to cost approximately \$8,400,000 to complete. If funded by the State of Illinois, the district would be required to provide a 25% local match to the project totaling \$2,100,000.

I ask the Board's approval of the RAMP Fiscal Year 2025 project as described.

RG/akb



Capital Project Application

Complete one application for each project.

District/College: Illinois Eastern Community Colleges

District #: 52901
5 Digit Code (e.g., 50101)

ICCB Project # Identifier: 529-01R2025-1
District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: Remodel
(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: ADA Improvements to Public Restrooms and Other Capital Improvements

District Project Rank # (1 of 3): 1
(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds: \$2,100,000
(25% minimum)

Estimated State Funds: \$6,300,000

Estimated Total Funds: \$8,400,000

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES: _____

LAND: _____

EQUIPMENT: _____

UTILITIES: _____

REMODELING & REHABILITATION: \$8,400,000

SITE IMPROVEMENTS: _____

PLANNING: _____

Other: _____

TOTAL Funds Requested: \$8,400,000

Project Scope:

The mission of Illinois Eastern Community Colleges District #529 (the District) is to deliver exceptional education and services to improve the lives of our students and strengthen our communities. It is the belief of the District, that in order to fulfill this mission, all individuals attending our campus for any reason should have access to all features and facilities that the District maintains. Unfortunately, funding has not been available to accomplish any improvements or updates to existing restroom space to bring it into compliance with existing regulations. Additionally, under 28 CFR Section 35, a public entity shall maintain facilities in a manner that allow individuals with disabilities to use and access features that are required to be readily accessible. It is the desire of the District to meet this requirement.

The District has an estimated 19,500 square feet of restroom space at its existing locations. However, the District has a limited number of ADA compliant restrooms on its campuses. This remodel project will take our current restroom space located on each campus and ensure accessibility exists in every building. The work necessary to accomplish this would consist of a re-design of the current floor plan(s) of the existing restrooms. This re-design would include the removal and reduction of commode stalls to accommodate individuals in wheelchairs and other physical limitations. Washing sinks would require adjustment to necessary minimum heights to ensure proper access. A number of the existing wash sinks currently have exposed plumbing that require insulation or other protective barriers. Entryways to restrooms would require reconfiguration to allow for minimum width and clearance requirements as well as purchase and installation of automatic door openers to accommodate entrance to the restrooms.

Restrooms selected for this project will primarily target those used by students and guests of the District. Access to facilities, such as restrooms, improves the student and visitor experience.

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Structural Considerations - 1501.603(h)(1)(A)(iv):

Project as submitted contains structural considerations in bringing facilities available to students, visitors, staff, and faculty into compliance with the accessibility requirements. Currently, facilities are accessible, but not necessarily compliant. The proposed project would bring the facilities into compliance.

Structural Considerations - 1501.603(h)(7):

As part of the overall remodel of facilities, updated commodes, sinks, and lighting would all result in energy conservation due to reduced gallons per flush, reduced leaking faucets, and motion sensor lighting.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?

Yes No

Does this project have the approval of your local governing board?

Yes No **Date of Board Meeting** July 18, 2023

District Contact Name: Ryan Hawkins

District Contact Email Address: hawkinsr@iecc.edu

District Contact Phone Number: 618-393-2982

Signature _____ *Date* _____

BID COMMITTEE REPORT

July 18, 2023

Wabash Valley College

1. WVC Science Building East Canopy Replacement

Lincoln Trail College

1. New Storage Building

TO: Board of Trustees
FROM: Bid Committee
DATE: July 18, 2023
RE: Science Building East Canopy Replacement for WVC

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 \$58,040.65.

Science Building East Canopy Replacement for WVC	
Company	Bid
Homes by Schuetz	\$58,040.65

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Sonja Holtz

Department: WVC O&M

Source of Funds: WVC Foundation

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.

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for Wabash Valley College Science Building East Canopy Replacement shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 10:00 a.m. local time, on Monday, July 10, 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.

SITE VISIT

The project site is located at Wabash Valley College, 2200 College Drive, Mount Carmel, IL 62863, East Entrance of Brubeck Arts Center/Science Building.

Performing a site visit is not a requirement of submitting a bid proposal, but it is the responsibility of the contractor to field verify measurements of the installation areas as well as to provide all labor, materials, equipment, and tools necessary for the complete project. If a site visit is desired prior to submitting a bid, schedule a visit with Ernie Majors, WVC O&M Team Leader, to determine an acceptable date and time. Ernie can be contacted at (618) 240-3525. Any questions concerning anything contained herein should be directed, in writing, to Nicholas Knapp, Construction Project Manager, at 233 E. Chestnut, Olney, IL 62450. Questions may also be submitted to bids@iecc.edu. Please include WABASH VALLEY COLLEGE SCIENCE BUILDING EAST CANOPY REPLACEMENT in the subject line of any inquiry. The deadline for questions is 2:00 p.m., Thursday, June 29, 2023.

ADDENDUM

If it becomes necessary to revise any part of the RFP, an official written addendum will be issued by Illinois Eastern Community Colleges to all bidders of record.

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between vendor's representative and any Illinois Eastern Community Colleges personnel is not binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

METHOD OF BIDDING

Bids should include all items bid as one contract price. Bidders shall examine all documents contained herein. Failure to do so will not relieve a successful bidder of his obligation to provide all labor, materials, training, and support necessary to carry out the provision of his contract for the sum stated thereon. Each bidder, by submitting a bid represents that they have received, read, and understand the bidding documents.

SCOPE OF WORK

The scope of this bid is to include all materials, labor, and equipment required to perform work described within this request for proposal to install a new flat, wall hanger rod supported, 55’ wide x 7’ deep projection from the building (Alternate 1 – 8’ deep canopy in lieu of 7’) x 8” tall canopy face profile metal canopy. The proposal shall include all required engineering/design, including but not limited to engineering associated with the canopy as well as engineering specific to building connection details, fabrication, and installation.

All work shall comply with all applicable Federal, State, and local codes. The contractor shall provide all safeguards, safety devices, protective equipment, and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project, the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

See attached project location maps, scope narrative, existing pictures, specifications, and drawings associated with the scope of this project.

ALTERNATES

ALTERNATE 1:

This alternate includes all material, labor, and equipment associated with providing the scheduled canopy with an 8’ depth from the face of the building in lieu of the 7’ depth scheduled in the base bid.

PREPARATION OF BIDS

All bids must be submitted on the bid form contained herein. Bids shall be delivered in a sealed opaque envelope showing the bidders’ name and address and the name of the project.

Bid submissions should detail all materials included as part of bid.

METHOD OF BID EVALUATION

The IECC Board of Trustees reserves the right to reject all bids or parts of bids, and to waive informalities therein. Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

INSURANCE

The successful bidder will be required to furnish a certificate of insurance, naming Illinois Eastern Community Colleges as an additional insured, in the following amounts:

1. Workers’ Compensation	Statutory Limits
2. Employer’s Liability	\$500,000
3. Comprehensive General Liability & Property Damage including: a. Personal Injury Liability b. Blanket Broad Form Contractual Liability c. Independent Contractors d. Products and Completed Operations	\$500,000 combined single limit

4. Automobile Liability	\$1,000,000 combined and single limit
5. Owner's and Contractor's Protective Liability Insurance to protect the Owner and Architect, their agents, consultants, and employees from contingent responsibility and liability arising from work performed under the contract.	\$1,000,000

SALES TAX

Retailers Occupational Sales Taxes **are not** applicable for this project.

PREVAILING WAGE

Illinois Eastern Community Colleges is a unit of local government, and as such, any contract for public works is subject to the Illinois Prevailing Wage Act. The Prevailing Wage Act regulates wages of laborers, mechanics, and other workers employed under contract for public work. It is the bidder's responsibility to bid all work pursuant to laws and regulations outlined in the Illinois Prevailing Wage Act.

With each Application for Payment the Contractor shall submit certified payrolls for the period covered by the present Application for Payment to the Owner to demonstrate prevailing wage payrolls for each worker that works on 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.

Illinois Eastern Community Colleges has an aspirational goal that **20%** of this project's material and/or labor will involve small, minority-owned, veteran-owned, and/or women-owned businesses in the procurement process. Prime contractors that do not meet the eligibility criteria as a Business Enterprise Program, are encouraged to utilize sub-contractors who do qualify or to utilize material vendors that qualify. To qualify as a Business Enterprise Program entity, prime or subcontractors must be certified by the Department of Central Management Services of the State of Illinois as BEP vendors prior to contract award. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

Bids submitted with small, minority-owned, veteran-owned, and/or women-owned (BEP) business participation; whether as primary contractor, sub-contractor, material vendor, etc.; should indicate the percentage of work associated with the BEP businesses.

BID FORM

Following Board approval, bids will be awarded on July 19, 2023.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DRIVE, MOUNT CARMEL, IL 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

BASE BID ENGINEERING \$ _____

BASE BID MATERIALS \$ _____

BASE BID LABOR \$ _____

TOTAL BASE BID \$ _____

(ENGINEERING, MATERIALS, AND LABOR)

ALTERNATE 1 BID (Cost **ADD difference** between Alternate 8' deep canopy in lieu of scheduled 7' deep canopy scheduled in base bid)

ALTERNATE 1 BID MATERIALS \$ _____

ALTERNATE 1 BID LABOR \$ _____

TOTAL ALTERNATE 1 BID \$ _____

(MATERIALS, AND LABOR)

ESTIMATED TIME TO COMPLETE IN DAYS _____

ESTIMATED START DATE IF AWARDED ON OR ABOUT JULY 19, 2023 _____

ACKNOWLEDGEMENT OF ADDENDUM RECEIVED _____

(IF APPLICABLE)

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

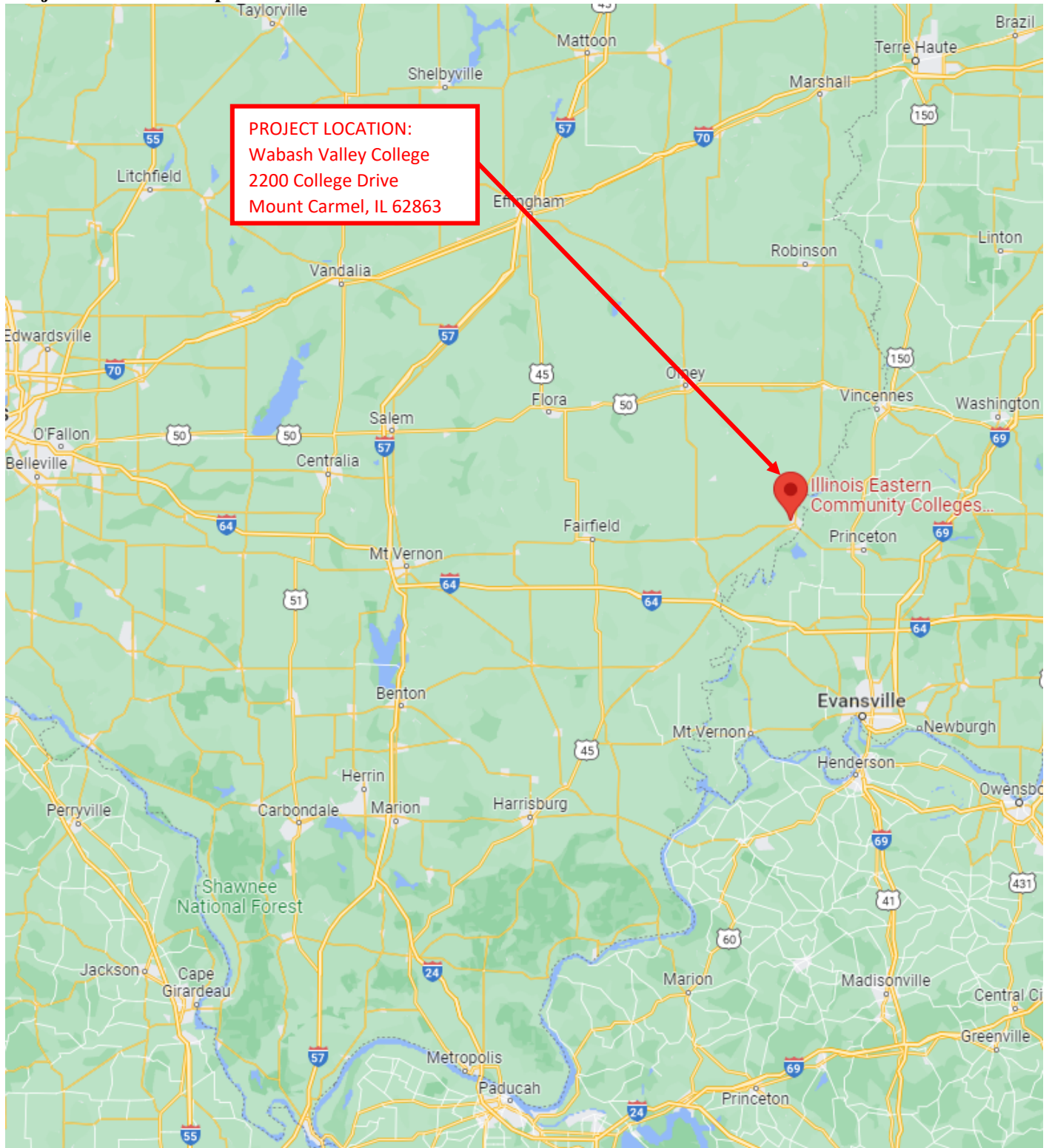
Any Certified Vendor (Primary Contractor, Sub-Contractors, or Procurement/Material Vendors) in accordance with the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities Act:

Yes No If yes, you must attach a copy of the current letter of certification.

Percentage of overall work (material and/or labor) being provided by BEP Certified Vendor(s) % _____

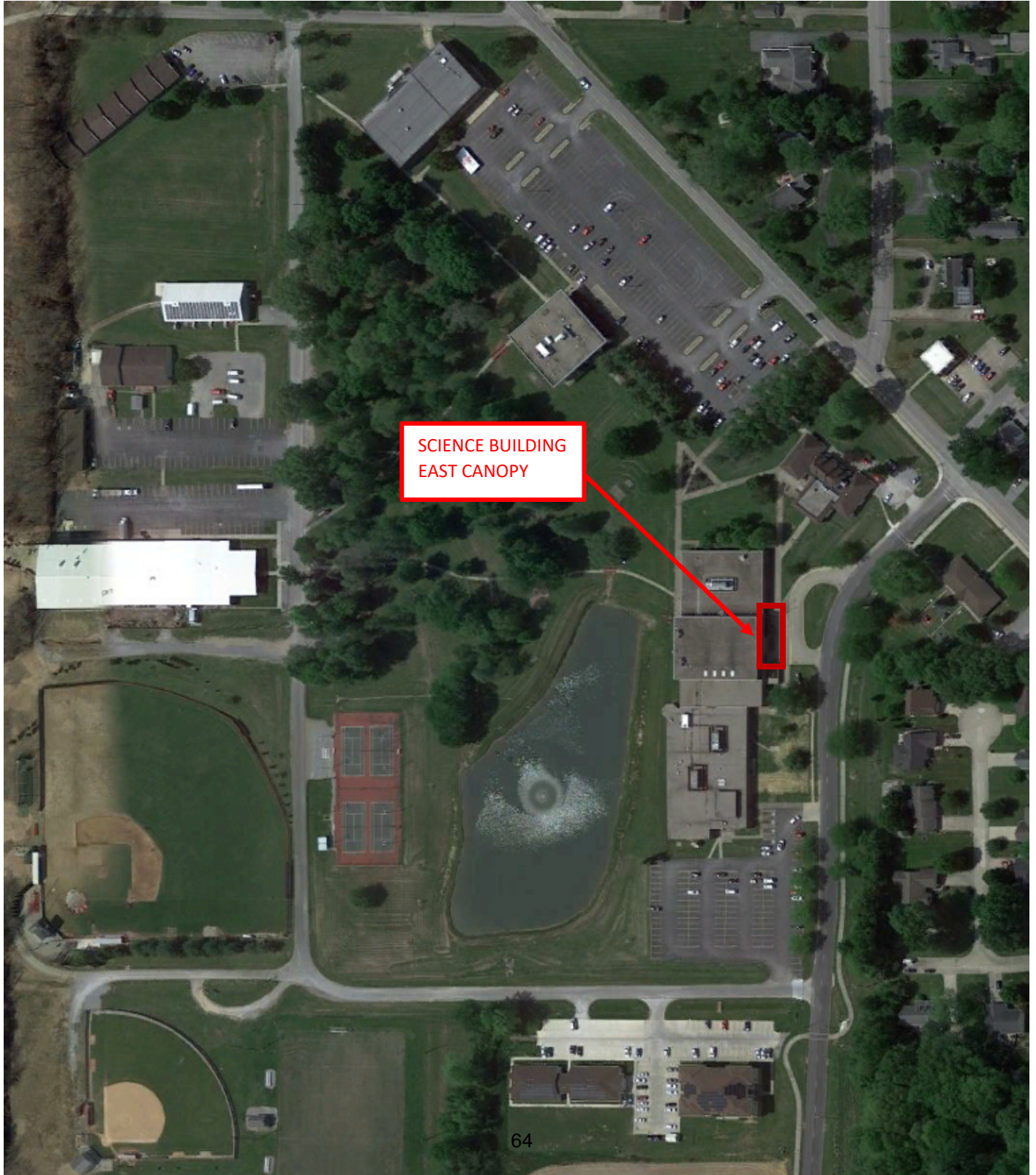
**Illinois Eastern Community Colleges
Wabash Valley College
Science Building East Canopy Replacement**

Project Location Map



**Illinois Eastern Community Colleges
Wabash Valley College
Science Building East Canopy Replacement**

Campus Building Location



SCIENCE BUILDING
EAST CANOPY

**Illinois Eastern Community Colleges
Wabash Valley College
Science Building East Canopy Replacement**

Roof Replacement Scope Narrative

1. **Demolition Work:** Owner will remove existing lightweight metal framed fabric arched canopy, approximately 10' x 9'-4", and associated support posts and wall fasteners in its entirety. Owner will also remove existing light poles, and associated electrical circuit, located approximately 7' from the face of the building and just outside the 55' width of the new canopy. Contractor shall coordinate contractor's onsite work schedule with the owner so as to provide adequate time for Owner to remove scope noted above.
2. **Execution of Work:** The contractor shall coordinate the performance of all work 10 working days in advance. The contractor shall be responsible for protection of adjacent surfaces and areas not to receive work. The contractor will be responsible for providing and furnishing all equipment needed to perform the work and access all areas of the project. The contractor is responsible for designing, providing, and installing required building connection details/modifications. The building within this project scope is currently utilized and will continue with normal operations throughout the work associated with this project. The contractor shall provide signage necessary for clear way finding and monitor the building entrance to maintain a safe area at the building entrance/exit.
3. **Disposal of Materials:** The contractor shall be responsible for disposal of all materials and removal from the property.
4. **Clean-up:** The contractor shall keep worksite clear of debris and/or material during the work and shall accomplish clean-up of the worksite at the end of each day. Materials removed or demolished shall not be allowed to accumulate on the jobsite.
5. **Standard of Workmanship:** The contractor shall perform all work in accordance with applicable codes and manufacturers' recommendations. Contractor is responsible for any/all permits required. Contact City of Mount Carmel for local license and permit requirements. Workmanship shall be of the highest grade throughout this project. The contractor shall take precautions to protect the building being worked on from damage. Any building damage, due to the contractor's operations and failure to adequately protect the building, shall be corrected to original condition by the contractor at no cost to IECC.
6. **Safety:** All work shall comply with all applicable Federal, State, and local codes. All work shall be accomplished in strict compliance with OSHA Safety Standards. The contractor shall provide all safeguards, safety devices, protective equipment, and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project, the safety of the public, and to protect property in connection with the performance of the work covered by the contract. Please note that code compliant emergency egress shall be maintained throughout the project.
7. **Point of Contact:** Nicholas Knapp, Illinois Eastern Community Colleges, Construction Project Manager.
8. **Measurements:** It shall be the responsibility of the contractor to field-verify measurements and necessary material quantities prior to bid of this project. The metal flat canopy shall be 55' wide x 7' deep projection from the building (Alternate 1 – 8' Deep Canopy) x 8" tall canopy face profile. See drawings for additional information.
9. **Basis of Design:** Lawrence Fabric & Metal Structures, Inc. 55' LFS FLA - Metal flat interlocking aluminum deck with rod assembly supports.

Science Building East Canopy - Existing Canopy Location





SECTION 10 73 16
METAL CANOPIES

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Building supported, pre-engineered metal canopies including fascia channels, decking, tension rods, and attachment hardware

1.2. PERFORMANCE REQUIREMENTS

- A. Design: Design canopy, including comprehensive engineering analysis by a qualified engineer, using structural performance requirements and design criteria required to meet applicable Federal, State, and Local codes.
- B. Structural Performance: Canopy shall withstand the effects of gravity, wind, and snow loads and stresses within limits and under conditions specified by applicable codes without permanent deformation of awning components and mounting brackets, or permanent damage to fasteners and anchors.
- C. Thermal Movements: Provide awning system that allows for thermal movements resulting from a maximum change in ambient and surface temperature as specified by applicable codes without buckling, overstressing of components, failure of connections, or other detrimental effects.

1.3. SUBMITTALS

- A. Product Data:
 - 1. Manufacturer's data sheets on each product to be used.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Typical installation methods.
- B. Verification Samples: Two representative units of each type, size, pattern, and color.
- C. Shop Drawings: Include details of materials, mounting and fastening methods, construction details, dimensions, and finishes. Include flashing and connection details illustrating relationship with adjacent construction.

1.4. QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with a minimum ten years documented experience.
- B. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience with projects of similar scope and complexity, and approved by Manufacturer.
- C. Source Limitations: Provide each type of product from a single manufacturing source to ensure uniformity.

1.5. PRE-INSTALLATION CONFERENCE

- A. Convene a conference approximately two weeks before scheduled commencement of the Work. Agenda shall include schedule, responsibilities, critical path items and approvals.

1.6. DELIVERY, STORAGE, AND HANDLING

- A. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
- B. Protect from damage due to weather, excessive temperature, and construction operations.

1.7. PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8. WARRANTY

- A. Manufacturer's Warranty: Aluminum frames are warranted against defects in workmanship for five (5) years from date of installation.

PART 2 PRODUCTS

2.1. MANUFACTURERS

- A. Basis of Design: Lawrence Fabric and Metal Structures Inc.; System: 55' LFS FLA - Metal flat interlocking aluminum deck with stainless steel rod assembly supports.
- B. Acceptable Manufacturer:
 - 1. Americana Outdoors, 2 Industrial Drive, Salem, IL 62881; 800-851-0865; Fax: 618-548-2890; Sales@Americana.com; www.Americana.com
 - a. System: Imperial Canopy Hanger Rod Supported
 - 2. Lawrence Fabric and Metal Structures Inc., 3509 Tree Court Industrial Blvd., St. Louis, MO 63122; 636-861-0100; sales@lawrencefabric.com; www.lawrencefabric.com
 - a. System: LFS-FLA Hanger Rod Supported
 - 3. Mapes Industries, Inc., 7748 North 56th Street, Lincoln, NE 68514; 888-273-1132; canopy@mapes.com; www.mapescanopies.com
 - a. System: Super Lumideck Flat Soffit
 - 4. MASA Architectural Canopies, 250 Stelton Rd, Suite 1, Piscataway, NJ 08854; 800-761-7446; Fax: 732-453-6126; salesupport@architecturalcanopies.com; www.architecturalcanopies.com
 - a. System: Extrudeck Series Hanger Rod Supported
 - 5. Substitutions:
 - a. Requests for substitutions may be submitted in writing no later than seven (7) days prior to bid date. With each substitution request provide adequate information comparing substitution request product to basis of design product for Owner to determine acceptability of proposed products. Requests without sufficient information will be rejected without review. Approved substitutions will be identified by addenda.

2.2. METAL AWNINGS AND CANOPIES

- A. Performance and Design Requirements:
 - 1. Standards Compliance: Comply with local building codes.
- B. Basis of Design: LFS-FLA canopy as manufactured by Lawrence Fabric and Metal Structures Inc.
 - 1. Material: Extruded aluminum, alloy 6063-T6.
 - 2. Fabrication Method: Welded and mechanically fastened.
 - 3. Fascia: G-style perimeter gutter fascia
 - a. Welded as one piece or in sections as required for width of canopy.
 - b. Profile: 4 inch x 8 inch tall x 0.160 inch thick wall
 - 4. Decking: Aluminum Interlocking Pan.
 - a. Profile: Profile: 3 inch x 6 inch x 0.065 inch thick wall

5. Water Dispersal:
 - a. Include Sleeve to Accommodate Downspout.
 - b. (1) sleeve at each end of canopy. Sleeves shall be adjacent to building side of canopy.
6. Support: Hanger rods:
 - a. 0.750 Inches Stainless Steel Rod with Clevis Assembly
 - b. The canopy will be supported via the building structure at the rear and seven upper stainless steel rod support assemblies with wall flange plates and attachment tabs.
7. Finishes
 - a. AAMA 2604 Compliant Powder Coat Finish: 5-Year Warranty
 - b. All exposed aluminum surfaces will be finished with powder coat meeting AAMA 2604 compliance.
 - c. Basis of Design: Black Finish. Owner to select final color from manufacturer's standard AAMA 2604 Compliant colors.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly constructed and prepared.
- B. Confirm dimensions and elevations.
- C. Verify that wall structure can support canopy loads.

3.2 PREPARATION

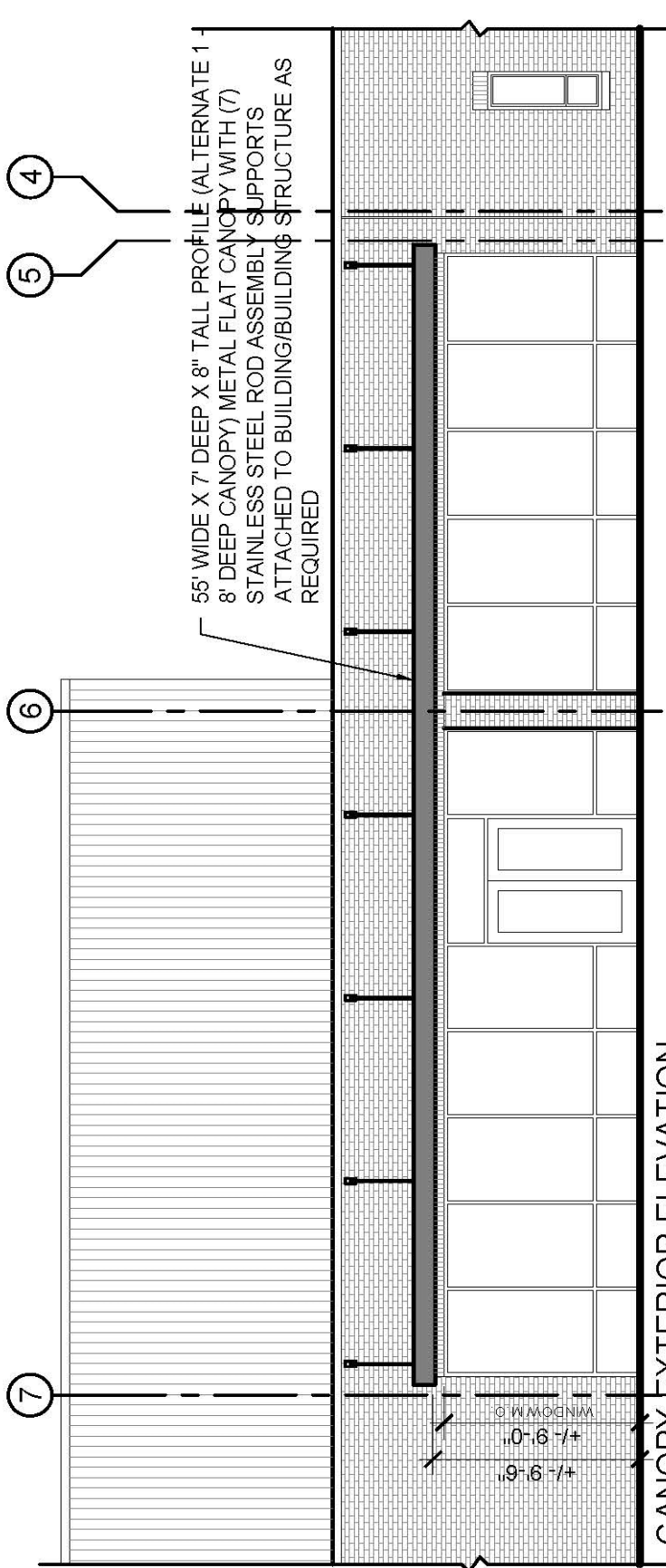
- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.

3.4 CLEANING AND PROTECTION

- A. Clean products in accordance with the manufacturer's recommendations.
- B. Touch-up, repair or replace damaged products before Substantial Completion.



CANOPY EXTERIOR ELEVATION

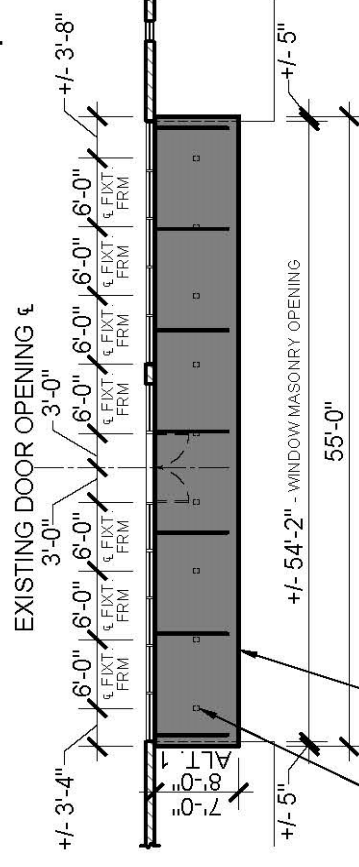
SCALE: 1/8" = 1'-0"

FACE OF EXISTING BRICK FACADE TO REMAIN

55' WIDE X 7' DEEP X 8" TALL PROFILE (ALTERNATE 1 - 8' DEEP CANOPY) METAL FLAT CANOPY WITH (7) STAINLESS STEEL ROD ASSEMBLY SUPPORTS ATTACHED TO BUILDING/BUILDING STRUCTURE AS REQUIRED

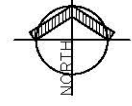
CANOPY SECTION

SCALE: 1/8" = 1'-0"



55' WIDE X 7' DEEP X 8" TALL PROFILE (ALTERNATE 1 - 8' DEEP CANOPY) METAL FLAT CANOPY WITH (7) STAINLESS STEEL ROD ASSEMBLY SUPPORTS ATTACHED TO BUILDING/BUILDING STRUCTURE AS REQUIRED

CANOPY SHALL INCLUDE FRAMING REQUIRED FOR FUTURE OWNER INSTALLED LIGHT FIXTURES (TYPICAL 9 FIXTURE LOCATIONS).

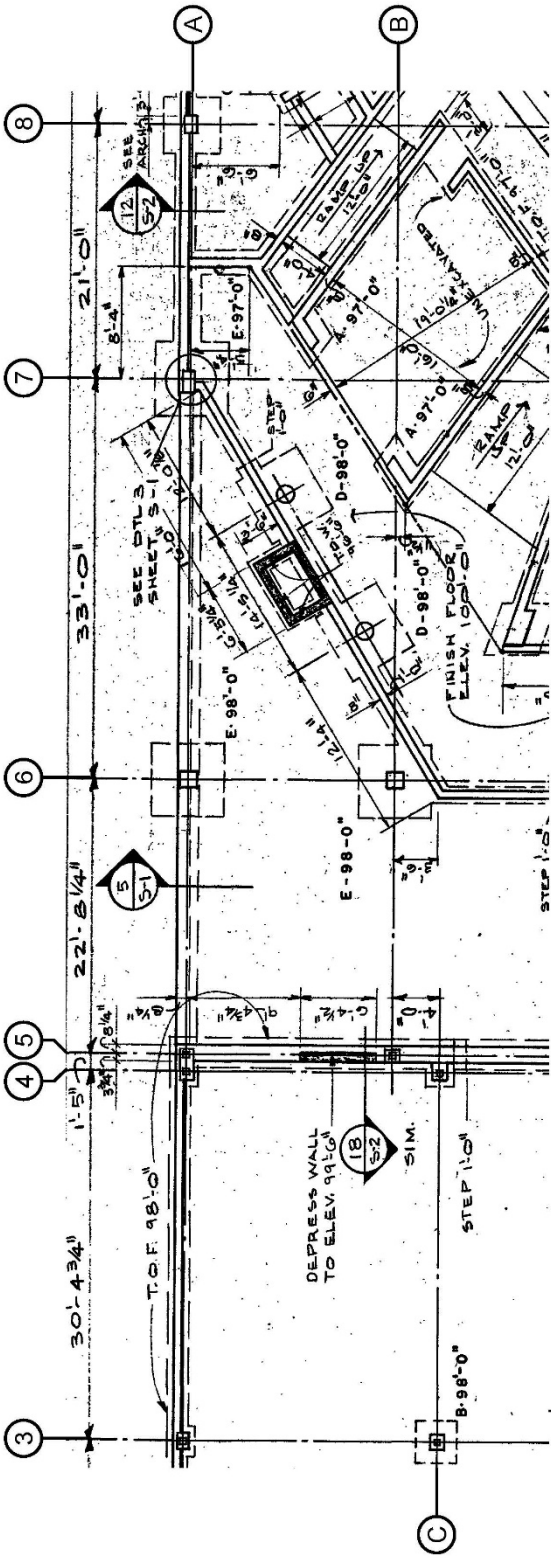


CANOPY PLAN
SCALE: 1/16" = 1'-0"

WABASH VALLEY COLLEGE

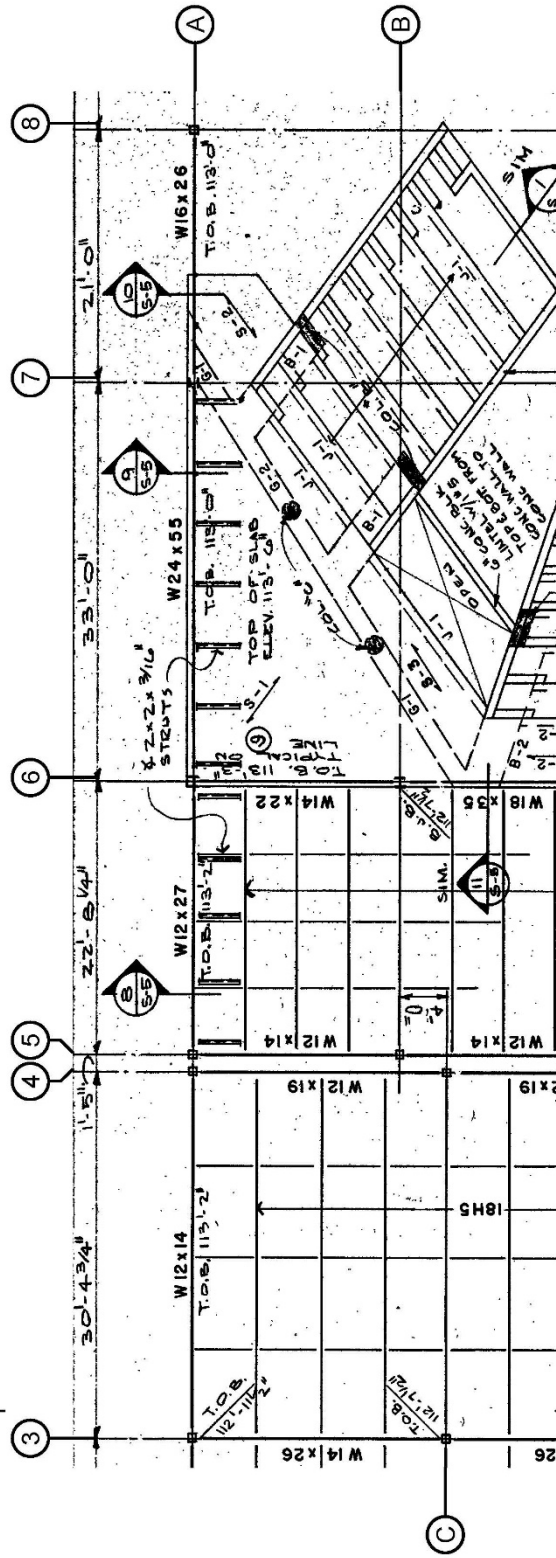
SCIENCE BUILDING - BRUBECK ARTS CENTER EAST ENTRANCE CANOPY

JUNE 16, 2023



EXISTING STRUCTURAL FOUNDATION PLAN

SCALE: 1/16" = 1'-0"



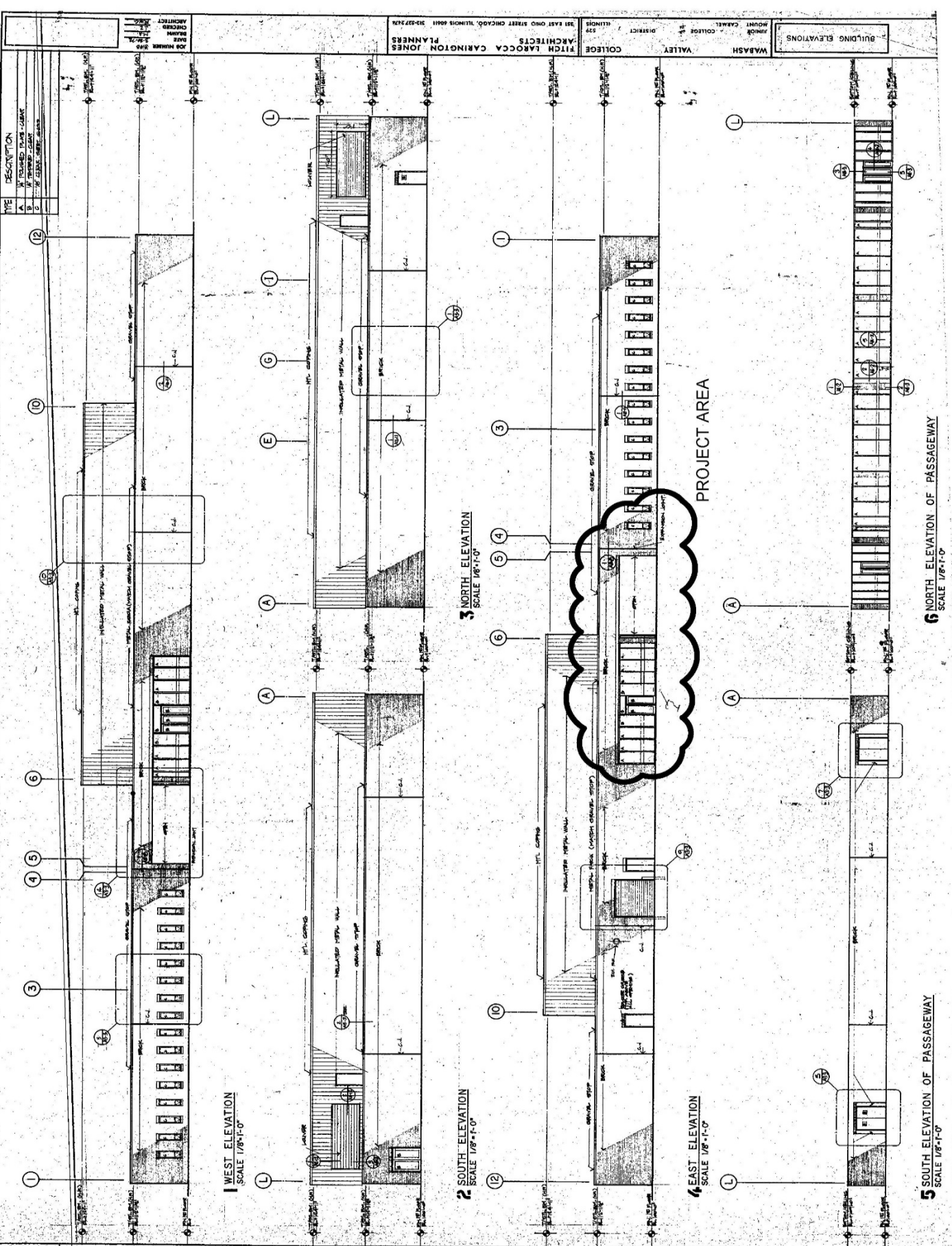
EXISTING STRUCTURAL LOW ROOF FRAMING PLAN

SCALE: 1/16" = 1'-0"

WABASH VALLEY COLLEGE

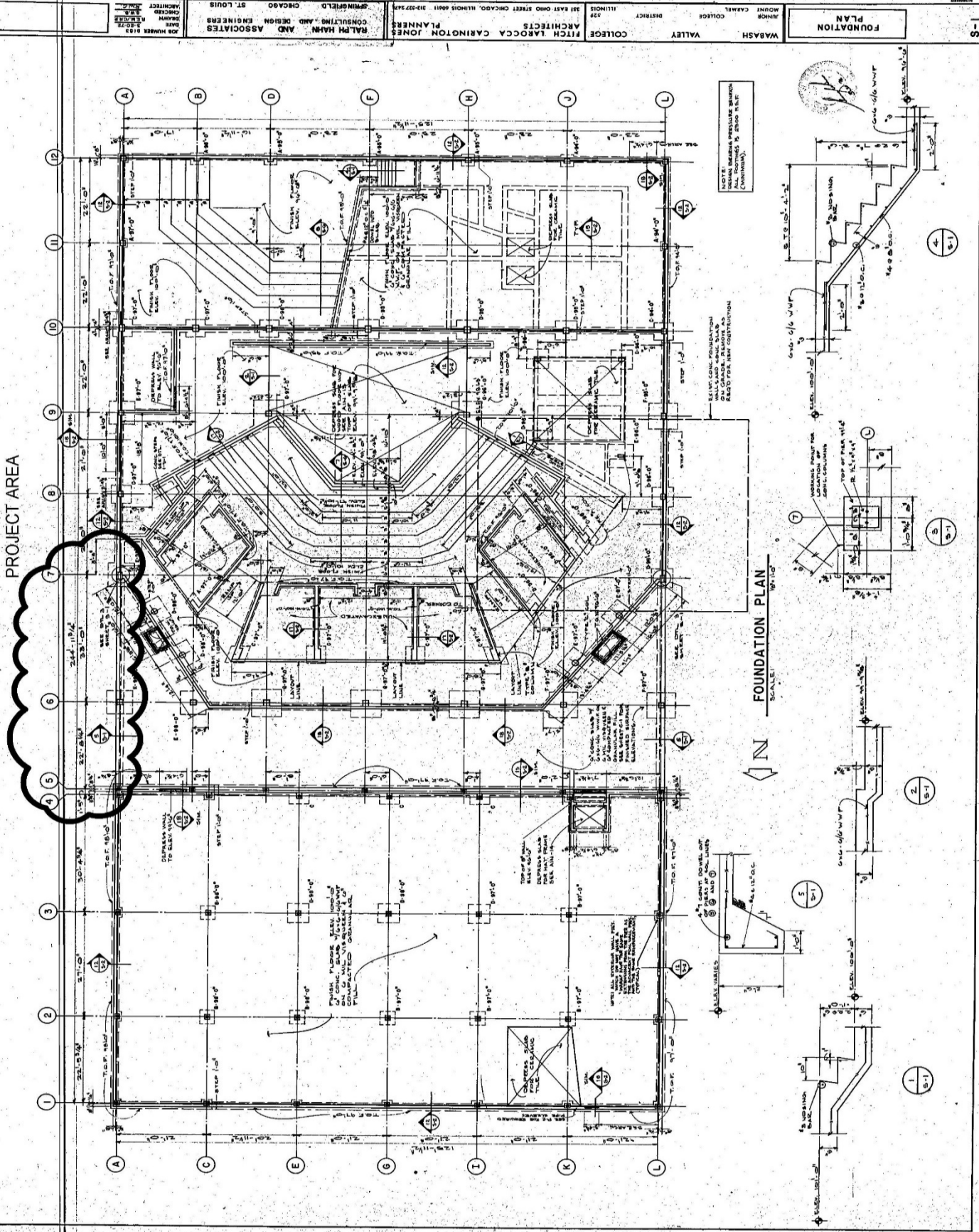
SCIENCE BUILDING - BRUBECK ARTS CENTER EAST ENTRANCE CANOPY

JUNE 16, 2023



WABASH VALLEY COLLEGE
 ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE
 JUNE 16, 2023

PROJECT AREA



FOUNDATION PLAN SCALE: 1/8" = 1'-0"

NOTE: FOUNDATION SHALL BE CONSTRUCTED ON SANDY SILT CLAY SOILS. FOUNDATION SHALL BE CONSTRUCTED ON SANDY SILT CLAY SOILS. FOUNDATION SHALL BE CONSTRUCTED ON SANDY SILT CLAY SOILS.

1. 1/2" CONC. FOUNDATION SHALL BE CONSTRUCTED ON SANDY SILT CLAY SOILS. FOUNDATION SHALL BE CONSTRUCTED ON SANDY SILT CLAY SOILS.

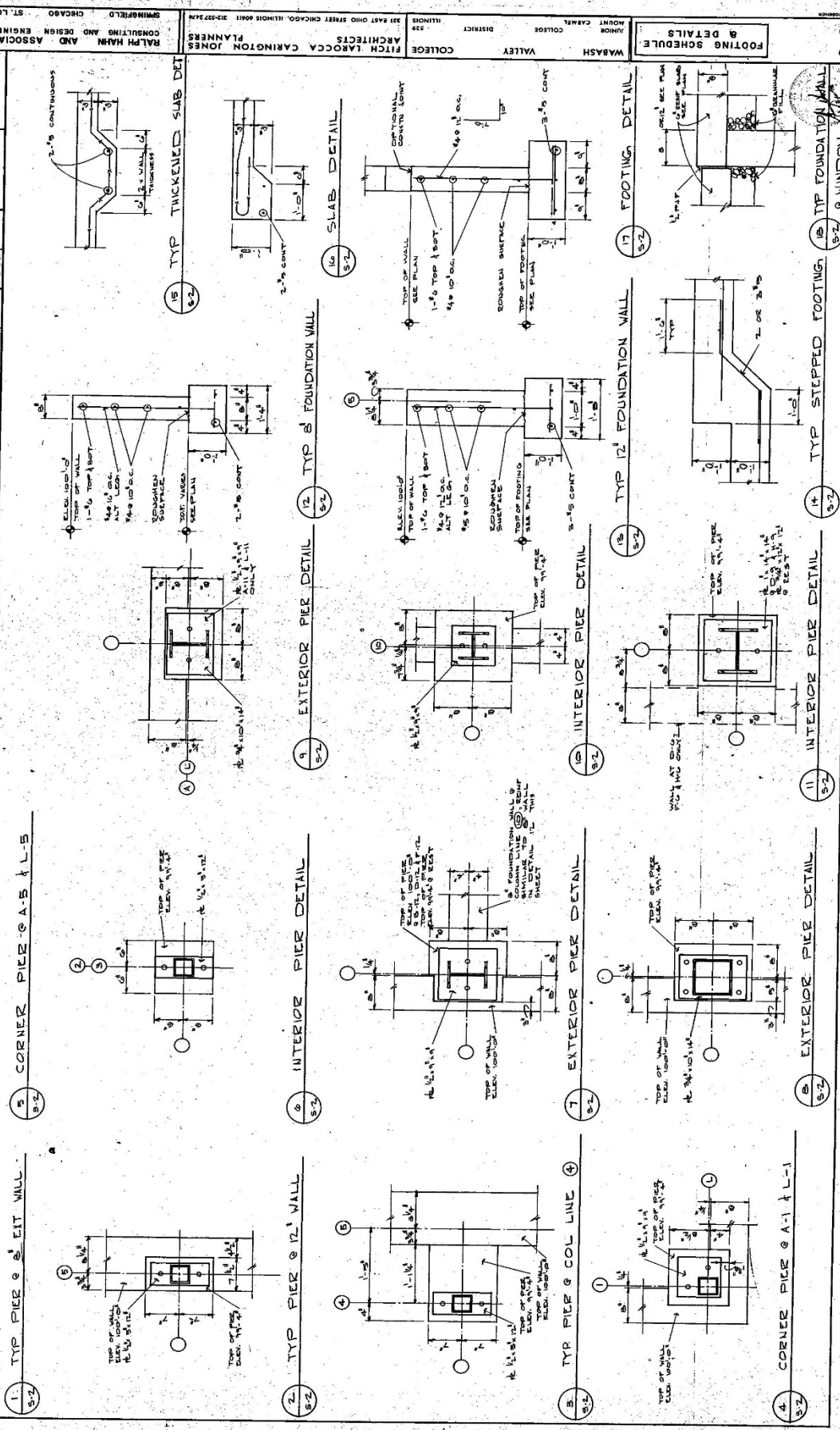
WABASH VALLEY COLLEGE

ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE

JUNE 16, 2023

FOOTING SCHEDULE

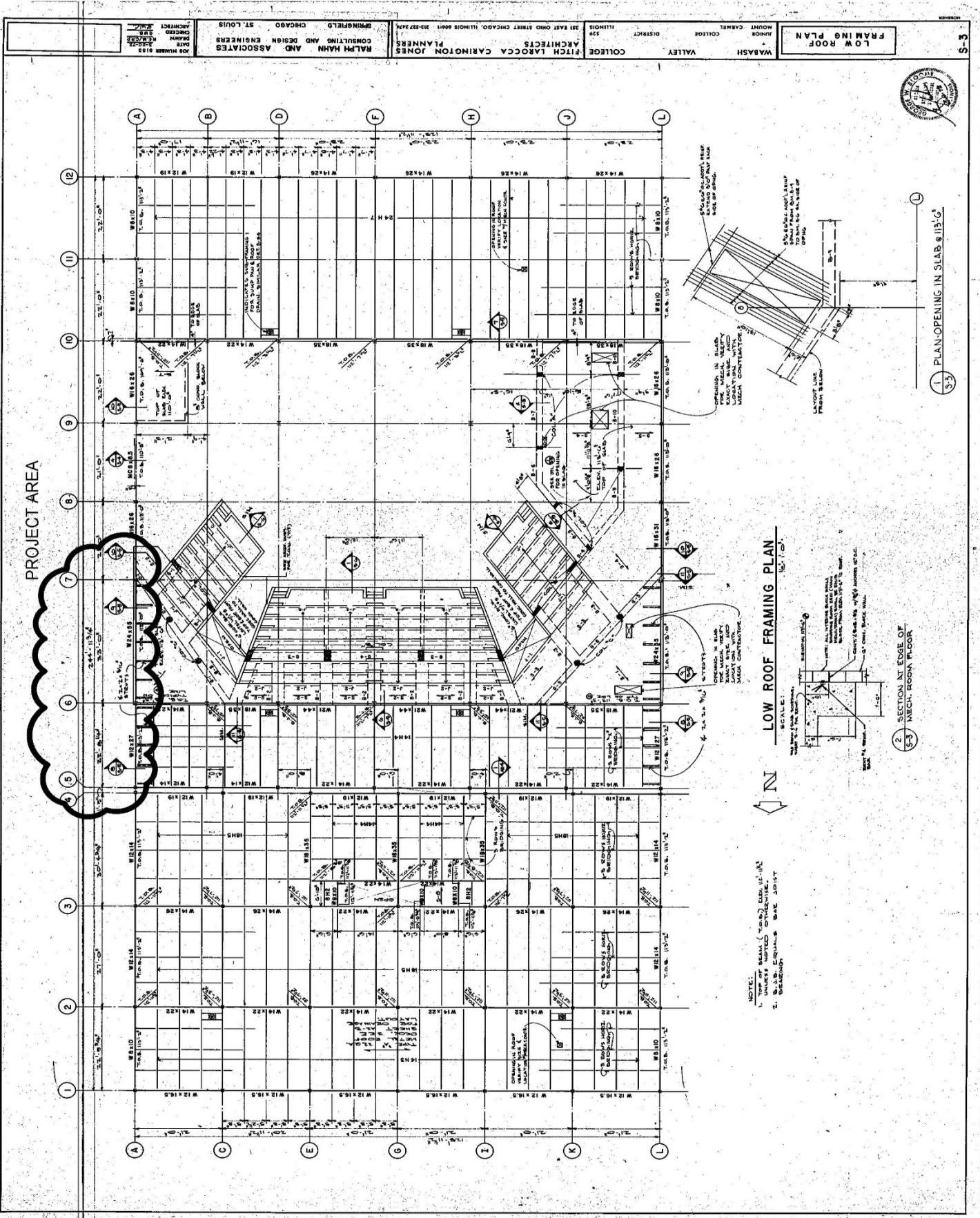
FOOTING TYPE	A	B	C	D	E	F	G
FOOTING NUMBER	1	2	3	4	5	6	7
SIZE	18" x 18" x 10'	18" x 18" x 10'	18" x 18" x 10'	18" x 18" x 10'	18" x 18" x 10'	18" x 18" x 10'	18" x 18" x 10'
REIN	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.
PIER SIZE	18" x 18"	18" x 18"	18" x 18"	18" x 18"	18" x 18"	18" x 18"	18" x 18"
PIER REIN	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.
REIN	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.	4 #4 @ 12" O.C.



WABASH VALLEY COLLEGE

ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE

JUNE 16, 2023



PROJECT AREA

LOW ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"



NOTES:
1. TOP OF BEAM (TOP) SHALL BE 11'-0"
2. S.D.S. EQUALS BAKE JOINT

SECTION AT EDGE OF
MECH. ROOF FLOOR

PLAN-OPENING IN SLAB @ 11'-0"

WABASH VALLEY COLLEGE DISTRICT ILLINOIS 455 381 EAST OHIO STREET CHICAGO, ILLINOIS 60611 312-327-2444	FITCH LAROCCA CARINGTON JONES ARCHITECTS PLANNERS	RALPH HAHN AND ASSOCIATES CONSULTING AND DESIGN ENGINEERS SPRINGFIELD CHICAGO ST. LOUIS	DATE: 11/23/22 DRAWN: JMB CHECKED: JMB ARCHITECT: JMB JOB NUMBER: 2122
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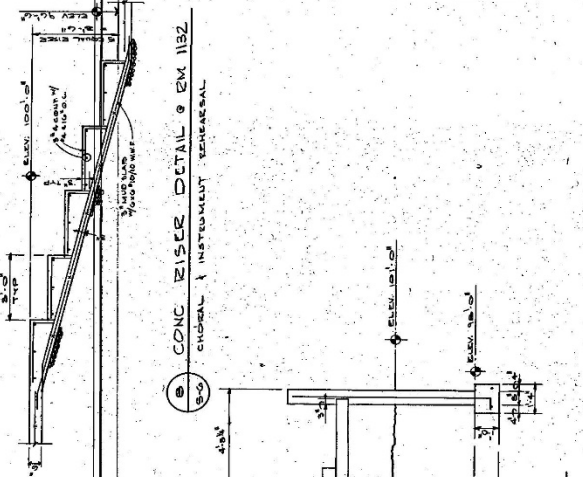
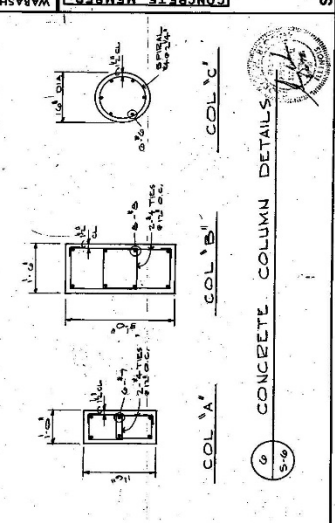
WABASH VALLEY COLLEGE
 ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE
 JUNE 16, 2023

JOIST BEAM & GIRDER SCHEDULE

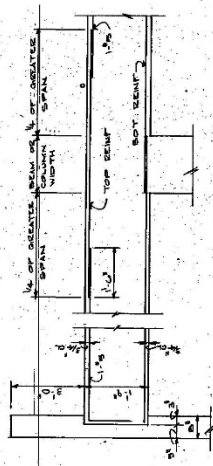
MARK	SIZE		BOTTOM		TOP		REINFORCING	REMARKS	STIRRUPS
	W	D	NO	SIZE	NO	SIZE			
U-1	8	21	2-7	1-7	2-7	1-7			SIZE FROM FACE OF SUPPORT
U-2	8	21	2-6	1-6	2-7	1-7			ONE T. BAR LUP FROM PANS
B-1	30	12	4-6	2-6	4-6	2-6			ONE T. BAR LUP FROM PANS
B-2	30	12	4-6	2-6	4-6	2-6			ONE T. BAR LUP FROM PANS
B-3	48	12	7-6	3-6	7-6	3-6			ONE T. BAR LUP FROM PANS
B-4	8	21	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-5	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-6	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-7	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-8	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-9	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-10	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-11	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-12	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-13	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-14	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-15	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-16	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-17	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-18	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-19	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-20	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-21	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-22	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-23	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-24	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-25	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-26	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-27	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-28	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-29	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS
B-30	18	24	2-7	1-7	2-7	1-7			ONE T. BAR LUP FROM PANS

SLAB SCHEDULE

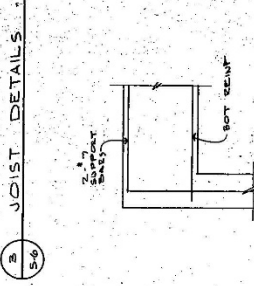
MARK	DEPTH	REINFORCING		REMARKS	TEMP STEEL
		BOTTOM	TOP		
B-1	4	1/2" @ 12" OC.	1/2" @ 12" OC.	TOP REIN. FROM 1/2" @ 12" OC. SEE PLAN FOR POSITIONING	1/2" @ 18" OC.
B-2	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-3	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-4	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-5	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-6	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-7	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-8	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-9	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-10	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-11	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-12	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-13	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-14	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-15	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-16	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-17	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-18	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-19	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-20	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-21	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-22	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-23	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-24	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-25	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-26	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-27	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-28	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-29	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.
B-30	4	1/2" @ 12" OC.	1/2" @ 12" OC.		1/2" @ 18" OC.



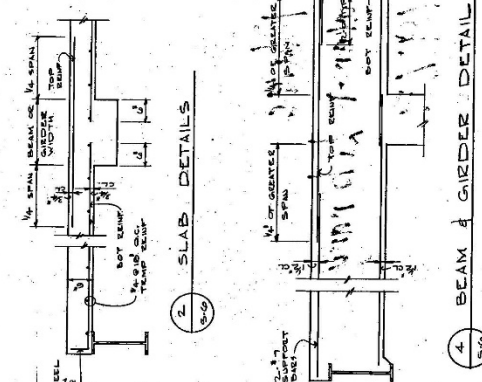
1 SECTION THRU THEATER SEATING



2 SLAB DETAILS

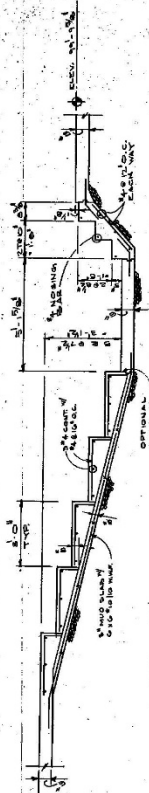


3 JOIST DETAILS



4 BEAM & GIRDER DETAIL

5 ALT. END DET & COLUMN



7 CONCRETE RISER DETAIL AT THEATER AREA

WABASH VALLEY COLLEGE

ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE
JUNE 16, 2023

TO: Board of Trustees

FROM: Bid Committee

DATE: July 18, 2023

RE: New Storage Building for LTC

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 Cleary Building for a total of \$407,538.

New Storage Building (LTC)	
Company	Bid
Cleary Building Corp. Olney, IL	\$407,538
Sturdi-Built Buildings Sullivan, IN	\$499,550

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Sonja Holtz

Department: LTC Broadband

Source of Funds: Business Interruption Claim.

Rationale for Purchase: Cleary Building Corp. 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 Lincoln Trail College New Storage Building shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 10:30 a.m. local time, on Monday, July 10, 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.

SITE VISIT

The project site is located at Lincoln Trail College, 11220 State Highway 1, Robinson, IL 62454.

Performing a site visit is not a requirement of submitting a bid proposal, but it is the responsibility of the contractor to field verify measurements of the installation areas as well as to provide all labor, materials, equipment, and tools necessary for the complete project. If a site visit is desired prior to submitting a bid, schedule a visit with Chris Ellington, LTC O&M Team Leader, to determine an acceptable date and time. Chris can be contacted at (217) 240-0211. Any questions concerning anything contained herein should be directed, in writing, to Nicholas Knapp, Construction Project Manager, at 233 E. Chestnut, Olney, IL 62450. Questions may also be submitted to bids@iecc.edu. Please include LINCOLN TRAIL COLLEGE NEW STORAGE BUILDING in the subject line of any inquiry. The deadline for questions is 2:00 p.m., Friday, June 30, 2023.

ADDENDUM

If it becomes necessary to revise any part of the RFP, an official written addendum will be issued by Illinois Eastern Community Colleges to all bidders of record.

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between vendor's representative and any Illinois Eastern Community Colleges personnel is not binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

METHOD OF BIDDING

Bids should include all items bid as one contract price. Bidders shall examine all documents contained herein. Failure to do so will not relieve a successful bidder of his obligation to provide all labor, materials, training, and support necessary to carry out the provision of his contract for the sum stated thereon. Each bidder, by submitting a bid represents that they have received, read, and understand the bidding documents.

SCOPE OF WORK

The scope of this bid is to include all engineering, materials, labor, and equipment required to perform work described within this request for proposal to install a new 60’ x 80’ x 16’H post frame construction building. This proposal shall include ALL scope associated with the minimum requirements noted in the drawings included in this invitation. Stamped drawings shall be provided as required for City of Robinson permitting.

All work shall comply with all applicable Federal, State, and local codes. The contractor shall provide all safeguards, safety devices, protective equipment, and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project, the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

See attached project location maps, scope narrative, and drawings associated with the scope of this project.

PREPARATION OF BIDS

All bids must be submitted on the bid form contained herein. Bids shall be delivered in a sealed opaque envelope showing the bidders’ name and address and the name of the project.

Bid submissions should detail all materials included as part of bid.

METHOD OF BID EVALUATION

The IECC Board of Trustees reserves the right to reject all bids or parts of bids, and to waive informalities therein. Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

INSURANCE

The successful bidder will be required to furnish a certificate of insurance, naming Illinois Eastern Community Colleges as an additional insured, in the following amounts:

1. Workers’ Compensation	Statutory Limits
2. Employer’s Liability	\$500,000
3. Comprehensive General Liability & Property Damage including: a. Personal Injury Liability b. Blanket Broad Form Contractual Liability c. Independent Contractors d. Products and Completed Operations	\$500,000 combined single limit
4. Automobile Liability	\$1,000,000 combined and single limit
5. Owner’s and Contractor’s Protective Liability Insurance to protect the Owner and Architect, their agents, consultants, and employees from contingent responsibility and liability arising from work performed under the contract.	\$1,000,000

SALES TAX

Retailers Occupational Sales Taxes **are not** applicable for this project.

PREVAILING WAGE

Illinois Eastern Community Colleges is a unit of local government, and as such, any contract for public works is subject to the Illinois Prevailing Wage Act. The Prevailing Wage Act regulates wages of laborers, mechanics, and other workers employed under contract for public work. It is the bidder's responsibility to bid all work pursuant to laws and regulations outlined in the Illinois Prevailing Wage Act.

With each Application for Payment the Contractor shall submit certified payrolls for the period covered by the present Application for Payment to the Owner to demonstrate prevailing wage payrolls for each worker that works on 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.

Illinois Eastern Community Colleges has an aspirational goal that **20%** of this project's material and/or labor will involve small, minority-owned, veteran-owned, and/or women-owned businesses in the procurement process. Prime contractors that do not meet the eligibility criteria as a Business Enterprise Program, are encouraged to utilize sub-contractors who do qualify or to utilize material vendors that qualify. To qualify as a Business Enterprise Program entity, prime or subcontractors must be certified by the Department of Central Management Services of the State of Illinois as BEP vendors prior to contract award. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

Bids submitted with small, minority-owned, veteran-owned, and/or women-owned (BEP) business participation; whether as primary contractor, sub-contractor, material vendor, etc.; should indicate the percentage of work associated with the BEP businesses.

BID FORM

Following Board approval, bids will be awarded on July 19, 2023.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO LINCOLN TRAIL COLLEGE, 11220 STATE HIGHWAY 1, ROBINSON, IL 62454. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

BASE BID ENGINEERING \$ _____

BASE BID MATERIALS \$ _____

BASE BID LABOR \$ _____

TOTAL BASE BID \$ _____
(ENGINEERING, MATERIALS, AND LABOR)

AS NOTED IN THE SCOPE NARRATIVE INCLUDED IN THIS INVITATION TO BID, OWNER OCCUPANCY SHALL BE AVAILABLE BY NOVEMBER 1, 2023.

ESTIMATED TIME TO COMPLETE IN DAYS _____

ESTIMATED START DATE IF AWARDED ON OR ABOUT JULY 19, 2023 _____

ACKNOWLEDGEMENT OF ADDENDUM RECEIVED _____
(IF APPLICABLE)

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

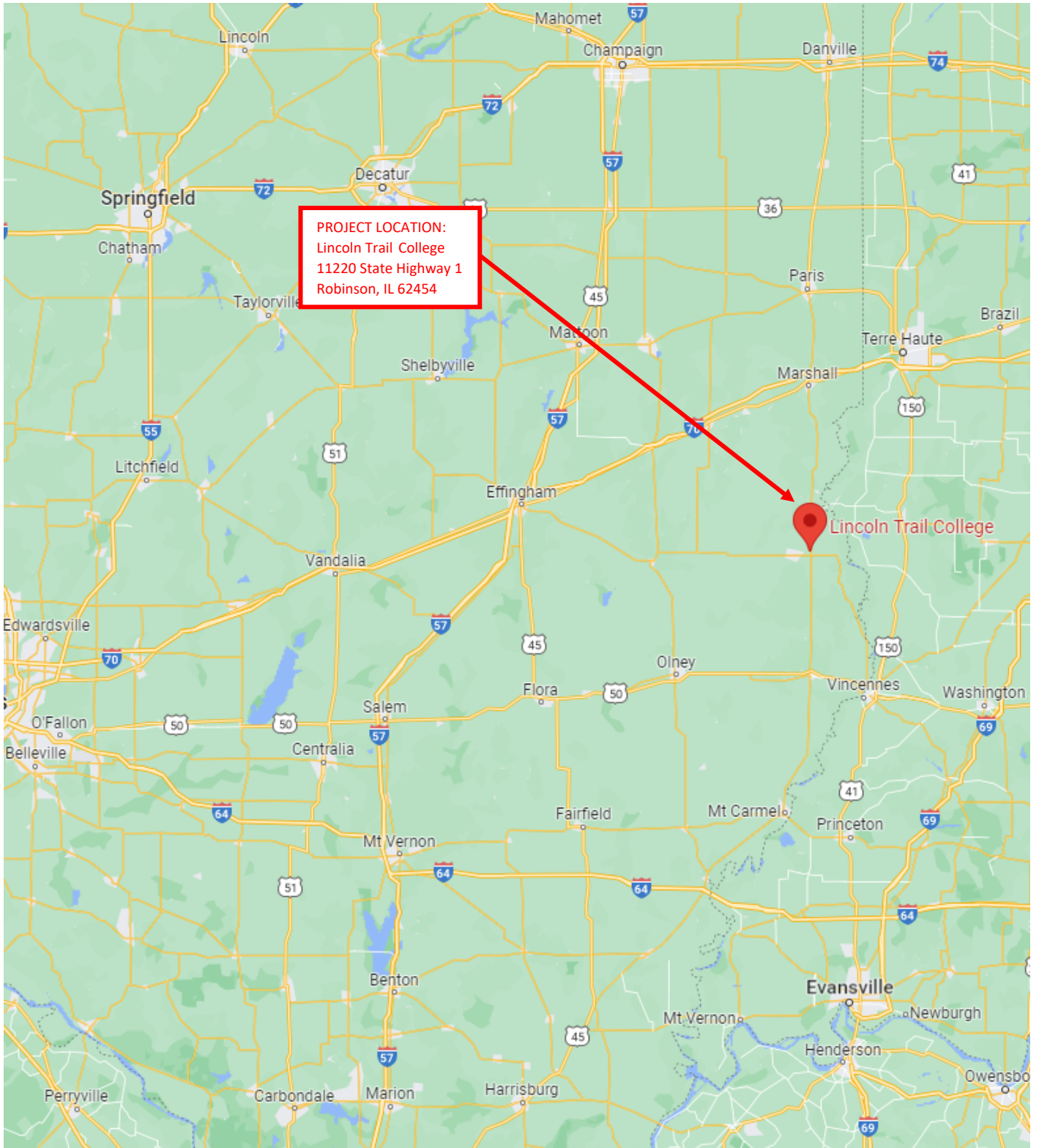
Any Certified Vendor (Primary Contractor, Sub-Contractors, or Procurement/Material Vendors) in accordance with the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities Act:

Yes No If yes, you must attach a copy of the current letter of certification.

Percentage of overall work (material and/or labor) being provided by BEP Certified Vendor(s) % _____

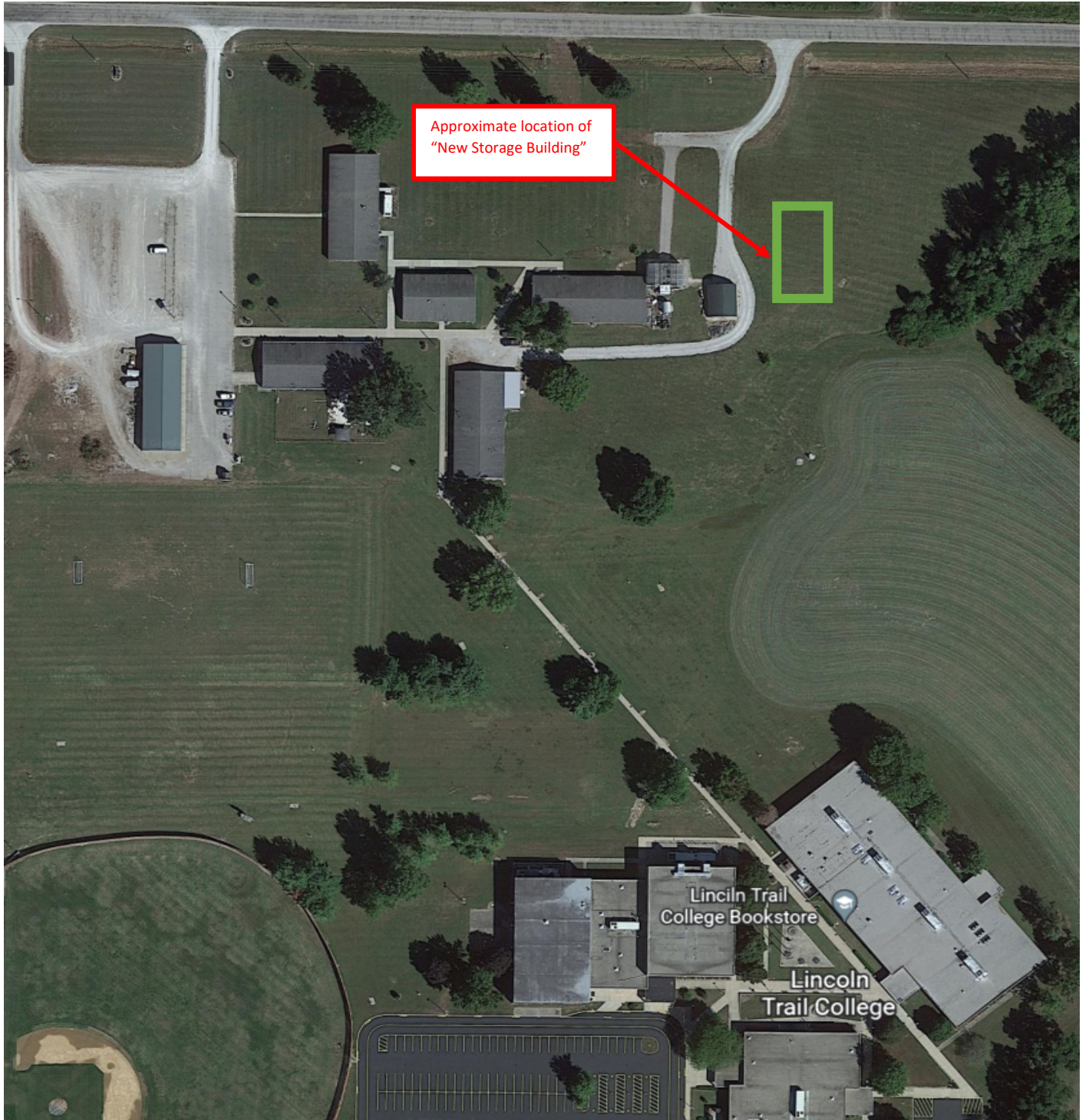
**Illinois Eastern Community Colleges
Lincoln Trail College
New Storage Building**

Project Location Map



**Illinois Eastern Community Colleges
Lincoln Trail College
New Storage Building**

Campus Building Location

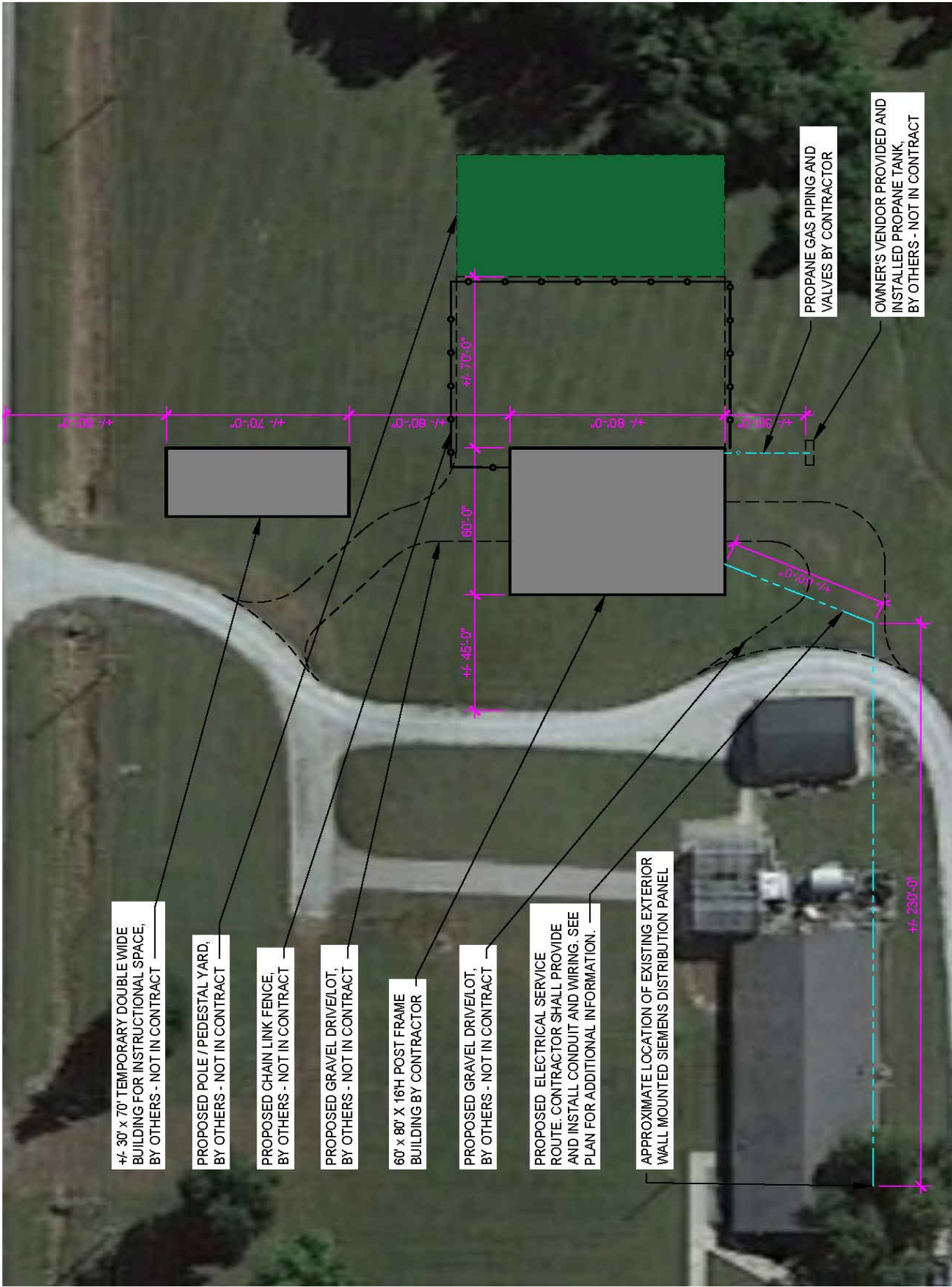


**Illinois Eastern Community Colleges
Lincoln Trail College
New Storage Building**

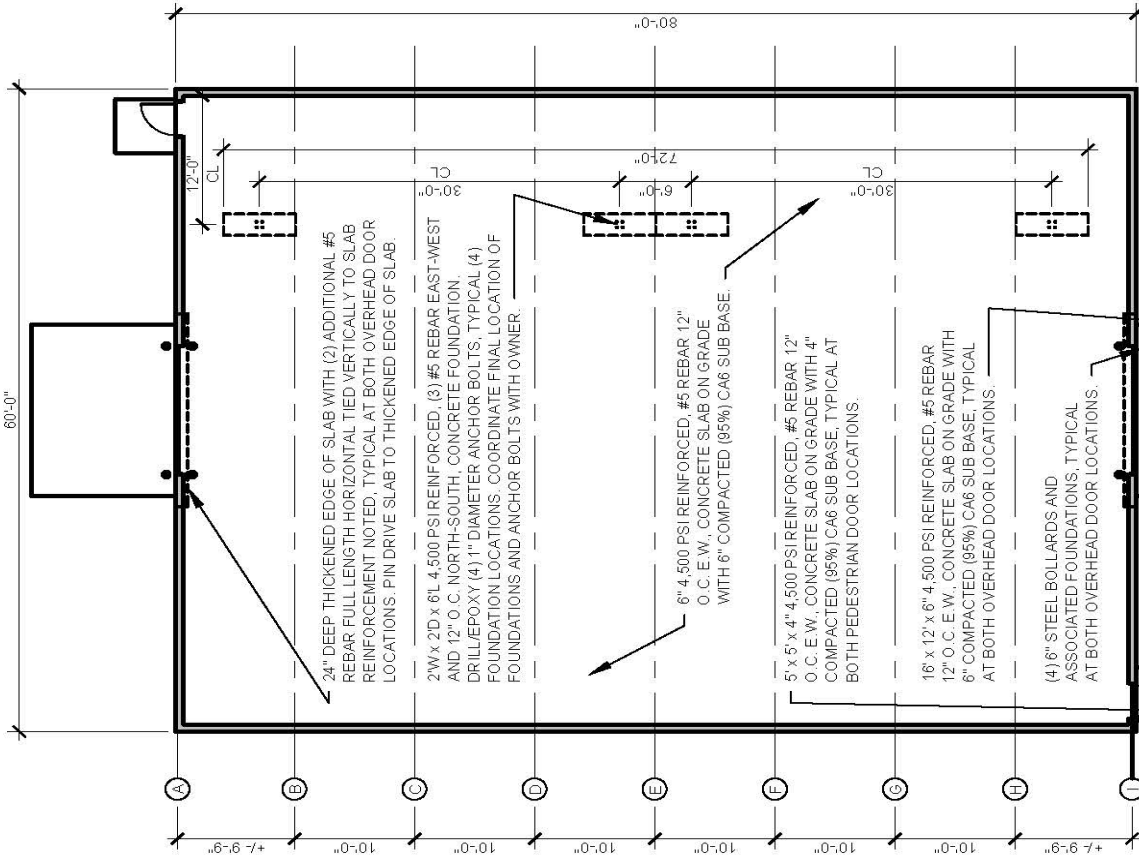
New Storage Building Scope Narrative

10. **Demolition Work:** Remove topsoil in preparation of site work. Contractor shall remove all excess soil and construction debris from site.
11. **Execution of Work:** The contractor shall coordinate the performance of all work 10 working days in advance. The contractor shall be responsible for the protection of adjacent areas and buildings not to receive work. The contractor will be responsible for providing and furnishing all equipment needed to perform the work and access all areas of the project. The contractor is responsible for all engineered/stamped drawings, material, and installation required. The contractor shall install fill dirt and prep site as required for building pad elevation noted on drawings, foundations, and site electrical scope noted on the drawings. The contractor shall seed and straw disturbed areas at the completion of the project. The existing gravel drive west of the project area is currently utilized and will continue with normal operations throughout the work associated with this project. The contractor shall maintain a clear path and safe area at this drive.
12. **Disposal of Materials:** The contractor shall be responsible for disposal of all materials and removal from the property.
13. **Clean-up:** The contractor shall keep the worksite clear of debris and/or material during the work and shall accomplish clean-up of the worksite at the end of each day. Materials removed or demolished shall not be allowed to accumulate on the jobsite.
14. **Standard of Workmanship:** The contractor shall perform all work in accordance with applicable codes and manufacturers' recommendations. Contractor is responsible for any/all permits required. Contact City of Robinson for local license and permit requirements. Workmanship shall be of the highest grade throughout this project. The contractor shall take precautions to protect the building being worked on from damage. Any building damage, due to the contractor's operations and failure to adequately protect the building, shall be corrected to original condition by the contractor at no cost to IECC.
15. **Safety:** All work shall comply with all applicable Federal, State, and local codes. All work shall be accomplished in strict compliance with OSHA Safety Standards. The contractor shall provide all safeguards, safety devices, protective equipment, and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project, the safety of the public, and to protect property in connection with the performance of the work covered by the contract.
16. **Point of Contact:** Nicholas Knapp, Illinois Eastern Community Colleges, Construction Project Manager.
17. **Measurements:** It shall be the responsibility of the contractor to field-verify measurements and necessary material quantities prior to bid of this project. See drawings for additional reference information.

Project Completion: Due to the existing building that this program was housed in being destroyed by a tornado at the end of March 2023 and the curriculum requirements of the program that this new building is associated with, this building must be **complete** for Owner Occupancy by **November 1, 2023**.

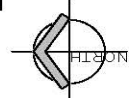


LINCOLN TRAIL COLLEGE
 BROADBAND PROGRAM STORAGE FACILITY
 JUNE 23, 2023



PLAN

SCALE: 1/16" = 1'-0"



LINCOLN TRAIL COLLEGE
 BROADBAND PROGRAM STORAGE FACILITY
 JUNE 23, 2023

PROVIDE A 60' x 80' x 16H POST FRAME CONSTRUCTION BUILDING WITH THE FOLLOWING MINIMUM REQUIREMENTS. ALL WORK SHALL COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL CODES.

1. METAL WALL, MAINSCOT, AND ROOF PANELS SHALL MATCH ADJACENT BUILDING METAL PANEL COLORS.
2. SCOPE SHALL INCLUDE 2" MINIMUM CONDENSATION BLANKET LINER INSULATION AT ALL WALL AND ROOF PANEL LOCATIONS.
3. BUILDING SHALL INCLUDE (2) ELECTRIC 12W x 14H INSULATED OVERHEAD COILING DOORS AND ASSOCIATED WALL MOUNTED CONTROL, "EYE" SAFETY SENSOR, AND REMOTE AT EACH DOOR.
4. BUILDING SHALL INCLUDE (2) 3' x 7' INSULATED PEDESTRIAN DOORS.
5. POSTS ON THE EAST AND WEST SIDES OF THE BUILDING SHALL BE SPACED 10' ON CENTER AND HAVE TRUSS CARRIER BEAM AS REQUIRED FOR MANUFACTURER'S TRUSS SPACING. SO THAT OWNER CAN INSTALL OVERHEAD DOORS IN THE FUTURE AS DESIRED BETWEEN EACH + / - 10' SPACE.
6. PROVIDE (1) WALL MOUNTED 5LB FIRE EXTINGUISHER AT EACH PEDESTRIAN DOOR. FINAL LOCATION TO BE COORDINATED WITH OWNER.
7. SCOPE SHALL INCLUDE ALL SITE WORK, INCLUDING BUT NOT LIMITED TO FILL, REQUIRED TO PREP THE SITE SO THAT THE NEW BUILDING FLOOR SLAB ELEVATION IS 4" HIGHER THAN THE ADJACENT EXISTING GRAVEL DRIVE, AS WELL AS FINISH GRADING AROUND THE NEW BUILDING.
8. PROVIDE 200A ELECTRICAL SERVICE FROM EXISTING SIEMENS DISTRIBUTION PANEL. CONTRACTOR SHALL PROVIDE 200A BREAKER, BUSS BAR, ALL INTERNAL COMPONENTS, AND WIRE REQUIRED TO PULL SERVICE FROM EXISTING 400A DISTRIBUTION PANEL. PROVIDE 200A ELECTRICAL PANEL IN NEW BUILDING. PROVIDE (20) GENERAL POWER 20A GROUNDED DUPLEX RECEPTACLES EVENLY DISTRIBUTED AROUND THE PERIMETER WALLS. ALL ELECTRICAL CIRCUIT ROUTES WITHIN THE BUILDING SHALL BE RUN HIGH (JUST UNDER TRUSSES) WITH DROPS DOWN TO 48" A.F.F. RECEPTACLES, SWITCHES, ETC. ON BUILDING POSTS. NO WIRING SHALL BE ROUTED HORIZONTALLY EXCEPT DIRECTLY UNDER TRUSSES SO THAT OWNER CAN INSTALL OVERHEAD DOORS IN THE FUTURE AS DESIRED. PROVIDE LED OVERHEAD LIGHT FIXTURES ADEQUATE IN QUANTITY AND SPACING TO PROVIDE 50fc AT FLOOR SLAB THROUGHOUT THE ENTIRE SPACE. PROVIDE (10 TOTAL) WALL PAK LIGHT FIXTURES EVENLY DISTRIBUTED AROUND THE EXTERIOR WALLS (2) ON EACH END WALL AND (3) ON EACH SIDE WALL. PROVIDE (4) 100,000 BTU OVERHEAD MOUNTED PROPANE HEATING UNITS WITH STEEL OR STAINLESS STEEL BURNERS (MANUFACTURER APP IS BASIS OF DESIGN). THE UNITS SHALL INCLUDE A SINGLE WALL MOUNTED CONTROL NEAR THE SOUTH PEDESTRIAN DOOR. PROVIDE PIPING AND VALVES AS REQUIRED FROM OWNER'S VENDOR PROVIDED AND INSTALLED. PROPANE TANK AS LOCATED ON SITE PLAN INTO THE BUILDING AND TO EACH HEATER. ALL PIPING SHALL BE ROUTED HIGH (JUST UNDER TRUSSES) WITH DROPS DOWN TO UNITS AND VALVES AS REQUIRED. NO PIPING SHALL BE ROUTED HORIZONTALLY EXCEPT DIRECTLY UNDER TRUSSES SO THAT OWNER CAN INSTALL OVERHEAD DOORS IN THE FUTURE AS DESIRED.
- 9.



ILLINOIS EASTERN COMMUNITY COLLEGES

233 East Chestnut Street Olney, Illinois 62450-2298 618-393-2982 FAX 618-392-4816

ADDENDUM #1

DATE: June 30, 2023

RE: Bidding – Lincoln Trail College New Storage Building

- A. This Addendum shall be considered part of the bid documents for the above-mentioned project, issued to bid June 23, 2023, as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence.
- B. Bidders are hereby notified that they shall make any necessary adjustments to their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.
- C. Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

In response to questions received to date, see the following clarifications:

ITEM #1 – CLARIFICATION Concerning electrical service feed from the existing distribution panel to the new building, the contractor provided and installed wiring for the electrical feed shall be pulled within contractor provided and installed 4” conduit. Direct bury is not acceptable.

ITEM #2 – CLARIFICATION Concerning electrical service installation within the new building, the contractor provided and installed electrical circuits wiring shall be pulled within contractor provided and installed conduit.

ITEM #3 – CLARIFICATION Concerning the distribution panel electrical service, see attached photo of existing Siemens Distribution Panel information.

ITEM #4 – CLARIFICATION Concerning electrical service from the existing distribution panel to the new building, the service to the new building shall be single phase.

ITEM #5 – CLARIFICATION Concerning electrical service from the existing distribution panel to the new building, aluminum conductors for the 200A feeder are acceptable as sized per code.

All work shall comply with all applicable Federal, State, and local codes.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name _____

Contact Person _____

Signature _____

Date _____

End of ADDENDUM #1

Thank you,
Nicholas Knapp
Construction Project Manager

SIEMENS

Cat. No.: P4C60JD400ABS Type: BA Location: S
S.O.: 17-59294-A00 Item No: 10 Date: 09/17/07
Customer Marking: Amps max.
System: 208Y/120 3 Ph 4 W SEE MAIN BREAKER
Minimum size UL listed cabinet or cut out box for this panel: 10.00DP, 060H, 032W.
Suitable for use as service equipment with a main overcurrent device or when not more than six main disconnecting means are provided and when not used as a lighting and appliance branch circuit panelboard. (NEC Articles 230.71 and 408.34)



! DANGER

Hazardous voltage.
Will cause death or serious injury.
Keep out.
Qualified personnel only.
Disconnect and lock off all power before working on this equipment.

Breaker handle in intermediate position indicates tripped. To reset, move handle to extreme off position, then on. Short circuit information is located on rear of this cover.

Siemens Energy & Automation, Inc.
Atlanta, GA U.S.A. 15-A-1028-01 Rev. 6
For emergency service call 1-800-241-4453

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
June 30, 2023**

FUND	BALANCE
Educational	\$ 7,488,293.58
Operations & Maintenance	2,666,527.74
Operations & Maintenance (Restricted)	779,548.11
Bond & Interest	304,050.10
Auxiliary	2,655,646.40
Restricted Purposes	54,325.67
Working Cash	-
Trust & Agency	529,391.84
Audit	30,278.43
Liability, Protection & Settlement	96,593.22
TOTAL ALL FUNDS	<u>\$ 14,604,655.09</u>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
June 30, 2023

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 7,503,594	\$ 2,666,528	\$ 779,548	\$ 304,050	\$ 2,676,146	\$ 54,326
Investments	8,501,030	1,500,001	-	-	3,400,183	-
Accounts Receivable	2,223,785	296,761	-	-	221,620	-
Other Receivables	1,100,548	15,997	3,500	-	27,668	33,076
Restricted Cash	-	-	3,864,479	-	-	-
Inventory	-	-	-	-	701,173	-
Other Assets	265,464	-	-	-	-	437,696
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 19,594,421</u>	<u>\$ 4,479,287</u>	<u>\$ 4,647,527</u>	<u>\$ 304,050</u>	<u>\$ 7,026,790</u>	<u>\$ 525,098</u>
LIABILITIES						
Accounts Payable	\$ 12,531	\$ 9,084	\$ -	\$ -	\$ (9,745)	\$ 22,329
Accrued Payroll Liabilities	8,720	-	-	-	(1,700)	-
Other Accrued Liabilities	3,868,621	368,445	29,331	-	125,559	(13,879)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>3,889,872</u>	<u>377,529</u>	<u>29,331</u>	<u>-</u>	<u>114,114</u>	<u>8,450</u>
FUND BALANCES						
Non-Spendable	-	-	-	-	701,173	-
Restricted						
Board Designated	10,624,956	1,217,212	-	-	-	-
Other Purposes	-	2,668,334	1,791,140	304,050	-	-
Encumbered	1,097,184	216,212	2,827,056	-	525,046	587,483
Unassigned	3,982,409	-	-	-	5,686,457	(70,835)
Total Fund Balances	<u>15,704,549</u>	<u>4,101,758</u>	<u>4,618,196</u>	<u>304,050</u>	<u>6,912,676</u>	<u>516,648</u>
Total Liabilities and Fund Balances	<u>\$ 19,594,421</u>	<u>\$ 4,479,287</u>	<u>\$ 4,647,527</u>	<u>\$ 304,050</u>	<u>\$ 7,026,790</u>	<u>\$ 525,098</u>

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
June 30, 2023

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ -	\$ 529,392	\$ 30,278	\$ 96,593	\$ 14,640,455
Investments	6,241,250	-	-	500,000	20,142,464
Accounts Receivable	-	-	-	-	2,742,166
Other Receivables	68,356	1,440	-	7,524	1,258,109
Restricted Cash	-	-	-	-	3,864,479
Inventory	-	-	-	-	701,173
Other Assets	-	-	-	-	703,160
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,309,606</u>	<u>\$ 530,832</u>	<u>\$ 30,278</u>	<u>\$ 604,117</u>	<u>\$ 44,052,006</u>
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ (9,330)	\$ 24,869
Accrued Payroll Liabilities	-	-	-	-	7,020
Other Accrued Liabilities	-	-	-	-	4,378,077
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>(9,330)</u>	<u>4,409,966</u>
FUND BALANCES					
Non-Spendable	6,315,000	-	-	-	7,016,173
Restricted					
Board Designated	-	-	-	-	11,842,168
Other Purposes	(5,394)	525,786	(31,722)	565,753	5,817,947
Encumbered	-	5,046	62,000	47,694	5,367,721
Unassigned	-	-	-	-	9,598,031
Total Fund Balances	<u>6,309,606</u>	<u>530,832</u>	<u>30,278</u>	<u>613,447</u>	<u>39,642,040</u>
Total Liabilities and Fund Balances	<u>\$ 6,309,606</u>	<u>\$ 530,832</u>	<u>\$ 30,278</u>	<u>\$ 604,117</u>	<u>\$ 44,052,006</u>

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended June 30, 2023

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES						
Property Taxes	\$ 3,202,992	\$ 1,460,153	\$ 260,758	\$ 1,961,380	\$ -	\$ -
Replacement Taxes	732,838	1,174,515	-	-	-	-
ICCB Grants	13,217,168	-	272,287	-	-	1,384,371
Federal Grants	-	-	-	-	-	11,754,930
Tuition & Fees	11,109,832	1,035,923	-	-	438,499	-
Charges for Services	49,603	37,783	-	-	2,695,046	-
Interest	375,702	84,156	61,743	8,798	130,124	9,823
Other Revenues	204,479	57,382	1,003,666	-	130,349	195,675
Total Revenues	<u>28,892,614</u>	<u>3,849,912</u>	<u>1,598,454</u>	<u>1,970,178</u>	<u>3,394,018</u>	<u>13,344,799</u>
EXPENDITURES						
Payroll	15,797,949	1,130,040	-	-	1,977,820	2,038,203
Benefits	2,536,377	266,720	-	-	203,787	494,673
Contractual Services	1,527,499	520,514	644,667	-	322,208	489,678
Supplies	1,769,197	258,606	74,372	-	1,786,548	519,778
Travel	241,287	175	-	-	438,960	95,726
Fixed	30,491	-	-	2,184,211	163,744	4
Utilities	51,400	1,335,090	-	-	390	-
Capital Outlay	604,231	239,985	2,528,158	-	138,046	1,254,464
Other	237,692	505	-	-	126,506	1,533,846
Scholarships, Student Grants, & Waivers	4,990,328	-	-	-	449,720	6,925,097
Total Expenditures	<u>27,786,451</u>	<u>3,751,635</u>	<u>3,247,197</u>	<u>2,184,211</u>	<u>5,607,729</u>	<u>13,351,469</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>1,106,163</u>	<u>98,277</u>	<u>(1,648,743)</u>	<u>(214,033)</u>	<u>(2,213,711)</u>	<u>(6,670)</u>
TRANSFERS						
Net Transfers	(3,585,516)	100,000	1,900,000	-	1,733,516	-
Total Transfers	<u>(3,585,516)</u>	<u>100,000</u>	<u>1,900,000</u>	<u>-</u>	<u>1,733,516</u>	<u>-</u>
Net Change in Fund Balance	<u>(2,479,353)</u>	<u>198,277</u>	<u>251,257</u>	<u>(214,033)</u>	<u>(480,195)</u>	<u>(6,670)</u>
Fund Balance - Beginning	18,183,902	3,903,481	4,366,939	518,083	7,392,871	523,318
Fund Balance - Ending	<u>\$ 15,704,549</u>	<u>\$ 4,101,758</u>	<u>\$ 4,618,196</u>	<u>\$ 304,050</u>	<u>\$ 6,912,676</u>	<u>\$ 516,648</u>

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended June 30, 2023

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
REVENUES					
Property Taxes	\$ -	\$ -	\$ 71,907	\$ 1,054,837	\$ 8,012,027
Replacement Taxes	-	-	-	-	1,907,353
ICCB Grants	-	-	-	-	14,873,826
Federal Grants	-	-	-	-	11,754,930
Tuition & Fees	-	-	-	-	12,584,254
Charges for Services	-	25,007	-	-	2,807,439
Interest	142,978	11,151	451	18,695	843,621
Other Revenues	-	612,785	-	4,378	2,208,714
Total Revenues	<u>142,978</u>	<u>648,943</u>	<u>72,358</u>	<u>1,077,910</u>	<u>54,992,164</u>
EXPENDITURES					
Payroll	-	-	-	-	20,944,012
Benefits	-	-	-	131,414	3,632,971
Contractual Services	-	9,004	62,000	863,107	4,438,677
Supplies	-	53,396	-	8,601	4,470,498
Travel	-	18,757	-	-	794,905
Fixed	-	-	-	325,401	2,703,851
Utilities	-	-	-	-	1,386,880
Capital Outlay	-	-	-	-	4,764,884
Other	60	50,146	-	-	1,948,755
Scholarships, Student Grants, & Waivers	-	532,534	-	-	12,897,679
Total Expenditures	<u>60</u>	<u>663,837</u>	<u>62,000</u>	<u>1,328,523</u>	<u>57,983,112</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>142,918</u>	<u>(14,894)</u>	<u>10,358</u>	<u>(250,613)</u>	<u>(2,990,948)</u>
TRANSFERS					
Net Transfers	(148,000)	-	-	-	-
Total Transfers	<u>(148,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>(5,082)</u>	<u>(14,894)</u>	<u>10,358</u>	<u>(250,613)</u>	<u>(2,990,948)</u>
Fund Balance - Beginning	6,314,688	545,726	19,920	864,060	42,632,988
Fund Balance - Ending	<u>\$ 6,309,606</u>	<u>\$ 530,832</u>	<u>\$ 30,278</u>	<u>\$ 613,447</u>	<u>\$ 39,642,040</u>

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
June 30, 2023

	ALL FUNDS	
	Fiscal Year 2023	Fiscal Year 2022
ASSETS:		
CASH	\$ 14,585,567	\$ 17,760,962
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	14,500
CDB PROJECT TRUST	3,864,479	3,915,140
PREPAID EXPENSES	265,464	0
INVESTMENTS	20,161,552	17,254,675
RECEIVABLES	3,795,457	3,951,525
ACCRUED REVENUE	204,819	5,029
INTERFUND RECEIVABLES	-	-
INVENTORY	701,173	657,502
OTHER ASSETS	437,696	451,262
FIXED ASSETS (Net of Depr)	21,076,915	17,741,325
TOTAL ASSETS AND OTHER DEBITS:	\$ 65,128,922	\$ 61,773,220
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ 7,020	\$ -
ACCOUNTS PAYABLE	30,403	326,226
ACCRUED EXPENSES	-	-
INTERFUND PAYABLES	-	-
DEFERRED REVENUE	3,979,685	3,654,587
L-T DEBT GROUP (FUND 9)	4,073,092	6,181,062
OPEB (Prior Year Restated for GASB 75 Implementation)	13,963,316	15,176,595
OTHER LIABILITIES	392,859	399,130
TOTAL LIABILITIES:	22,446,375	25,737,600
FUND BALANCES:		
FUND BALANCE	34,274,319	37,785,412
INVESTMENT IN PLANT (Net of Depr)	21,076,915	17,741,325
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(18,036,408)	(21,357,657)
RESERVE FOR ENCUMBRANCES	5,367,721	1,866,540
TOTAL EQUITY AND OTHER CREDITS	42,682,547	36,035,620
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 65,128,922	\$ 61,773,220

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

Unaudited

College	Category	FISCAL YEAR 2021			FISCAL YEAR 2022			FISCAL YEAR 2023			% of Year
		Budget	Spent Thru June	% of Budget	Budget	Spent Thru June	% of Budget	Budget	Spent Thru June	% of Budget	
Frontier	Bills		\$ 683,662			\$ 655,667			\$ 874,251		
	Payroll		1,907,584			1,941,145			2,275,506		
	Waivers		688,664			689,620			720,525		
	Totals	\$ 3,899,789	3,279,910	84%	\$ 3,688,586	3,286,432	89%	\$ 3,873,183	3,870,282	100%	100%
Lincoln Trail	Bills		\$ 1,807,676			\$ 1,175,674			\$ 1,173,119		
	Payroll		2,312,794			2,386,629			2,435,056		
	Waivers		949,226			763,748			789,160		
	Totals	\$ 4,943,901	5,069,696	103%	\$ 4,977,953	4,326,051	87%	\$ 4,727,391	4,397,335	93%	100%
Olney Central	Bills		\$ 1,351,710			\$ 1,563,928			\$ 1,906,815		
	Payroll		4,535,469			4,560,406			4,830,199		
	Waivers		722,056			614,487			638,807		
	Totals	\$ 7,047,772	6,609,235	94%	\$ 7,367,058	6,738,821	91%	\$ 7,402,072	7,375,821	100%	100%
Wabash Valley	Bills		\$ 1,183,101			\$ 1,310,957			\$ 1,414,228		
	Payroll		3,065,549			3,189,317			3,296,037		
	Waivers		1,171,389			1,228,379			1,167,372		
	Totals	\$ 5,988,433	5,420,039	91%	\$ 5,775,220	5,728,653	99%	\$ 6,271,689	5,877,637	94%	100%
Workforce Educ.	Bills		\$ 196,054			\$ 220,808			\$ 207,178		
	Payroll		817,986			787,991			728,117		
	Waivers		1,227,330			1,507,826			1,609,256		
	Totals	\$ 3,349,386	2,241,370	67%	\$ 3,378,641	2,516,625	74%	\$ 2,761,446	2,544,551	92%	100%
District Office	Bills		\$ 277,241			\$ 571,728			\$ 777,219		
	Payroll		1,022,604			1,316,153			1,462,080		
	Waivers		-			-			-		
	Totals	\$ 1,410,117	1,299,845	92%	\$ 1,991,105	1,887,881	95%	\$ 2,334,026	2,239,299	96%	100%
District Wide	Bills		\$ 2,001,627			\$ 3,622,885			\$ 3,269,513		
	Payroll		796,632			1,426,999			1,900,995		
	Waivers		138,514			152,775			62,654		
	Totals	\$ 3,576,315	2,936,773	82%	\$ 7,148,722	5,202,659	73%	\$ 7,711,317	5,233,162	68%	100%
GRAND TOTALS		\$ 30,215,713	\$ 26,856,868	89%	\$ 34,327,285	\$ 29,687,122	86%	\$ 35,081,124	\$ 31,538,087	90%	100%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Revenues & Expenditures Report
For the Period Ended June 30, 2023

Unaudited

REVENUES

	FY 2023		FY 2022		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Property Taxes	\$ 4,663,145	14.24%	\$ 4,491,002	13.86%	\$ 172,143
Replacement Taxes	1,907,354	5.83%	1,814,251	5.60%	93,103	5.132%
ICCB Grants	13,217,168	40.37%	13,407,632	41.37%	(190,464)	-1.421%
Federal Grants	-	0.00%	-	0.00%	-	#DIV/0!
Tuition & Fees	12,145,755	37.09%	12,184,861	37.59%	(39,106)	-0.321%
Charges for Services	87,385	0.27%	72,478	0.22%	14,907	20.568%
Interest	459,859	1.40%	128,060	0.40%	331,799	259.097%
Other Revenues	261,860	0.80%	313,668	0.97%	(51,808)	-16.517%
	<u>\$ 32,742,526</u>	<u>100.00%</u>	<u>\$ 32,411,952</u>	<u>100.00%</u>	<u>\$ 330,574</u>	<u>1.020%</u>

EXPENDITURES

	FY 2023		FY 2022		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Salaries	\$ 16,927,990	53.67%	\$ 15,608,640	52.58%	\$ 1,319,350
Employee Benefits	2,803,096	8.89%	2,518,768	8.48%	284,328	11.288%
Contractual Services	2,048,013	6.49%	2,153,742	7.25%	(105,729)	-4.909%
Materials	2,027,803	6.43%	2,173,393	7.32%	(145,590)	-6.699%
Travel & Staff Development	241,461	0.77%	206,877	0.70%	34,584	16.717%
Fixed Charges	30,491	0.10%	39,682	0.13%	(9,191)	-23.162%
Utilities	1,386,490	4.40%	1,135,532	3.82%	250,958	22.100%
Capital Outlay	844,216	2.68%	755,544	2.55%	88,672	11.736%
Other	5,228,527	16.58%	5,094,944	17.16%	133,583	2.622%
	<u>\$ 31,538,087</u>	<u>100.00%</u>	<u>\$ 29,687,122</u>	<u>100.00%</u>	<u>\$ 1,850,965</u>	<u>6.235%</u>

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 18, 2023
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the July Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.4, 400.5, & 400.6 have been sent under separate confidential cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Special Assignment(s)**
- 400.4. Approval of Proposed Non-College Employment**
- 400.5. Resignation Ratification**
- 400.6. Retirement Ratification**

PERSONNEL REPORT

400.1 Employment of Personnel

A. Administration

1. Tona Ambrose, LTC President/Vice Chancellor of Institutional Outreach effective August 7, 2023
2. Chris Simpson, OCC President/Vice Chancellor of Business Operations effective August 7, 2023

B. Faculty

1. Todd Byerline, Workforce Education Instructor, IECC effective August 7, 2023

400.2 Change in Status

1. Mari Yamato, Part-time to Full-time Art Instructor, OCC effective August 7, 2023
2. Jade Montgomery, Assistant Softball Coach, WVC to Head Softball Coach & Bookstore Manager, WVC effective July 24, 2023
3. Collin Maynard, Assistant Baseball Coach, LTC to Temporary Head Baseball Coach, LTC effective July 24, 2023
4. Morgan McCoy, Accounts Receivable Clerk, FCC to Student Services Specialist, FCC effective July 24, 2023

400.3 Special Assignment(s)

400.4 Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Hours per Academic Year</u>
Angelia Williams	Good Samaritan Hospital Vincennes, IN LaSalle Behavioral Health Unit	216

400.5 Resignation Ratification

1. Kevin Bowers, Athletic Director & Head Baseball Coach, LTC effective June 30, 2023.
2. Andy Cougill, District Librarian, IECC effective August 15, 2023
3. Christina Staley, Early Childhood Instructor, IECC effective July 10, 2023

400.6 Retirement Ratification

1. Debbie Bryant, District Learning Specialist (Title III), IECC effective July 31, 2023