

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

December 13, 2016



Location:

**Olney Central College
305 North West Street
Olney IL 62450**

**Dinner – 6:00 p.m. – Banquet Room
Meeting – 7:00 p.m. – Banquet Room**

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

**Illinois Eastern Community Colleges
Board Agenda**

December 13, 2016

7:00 p.m.

**Olney Central College
Banquet Room**

1. Call to Order & Roll CallChairman Fischer
2. Disposition of MinutesCEO Bruce
3. Recognition of Visitors and GuestsBruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
6. Policy First Reading (and Possible Approval)Bruce
 - A. Student Policy 500.18 Transfer Degree Educational Guarantee
7. Policy Second ReadingBruce
 - A. None
8. Staff Recommendations for Approval
 - A. Acceptance of No Petition CertificateBruce
 - B. Consideration and action on a Resolution providing for the issue of \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2016, of the District, for community college purposes, the levy of a tax to pay principal and interest on such bonds, and of the bonds to the purchaser thereof.”Bruce
 - C. Approval of Publication for BINA HearingBruce
 - D. Motorcycle Safety Training AgreementsBruce
 - Frontier Community College
 - Lincoln Trail College
 - Olney Central College
 - Wabash Valley College
 - E. Affiliation Agreement with Financial Healthcare Resources – OCCBruce
9. Bid Committee Report.....Bruce
 - A. None

- 10. District Finance
 - A. Financial Report Browning
 - B. Approval of Financial Obligations Browning
- 11. Chief Executive Officer's Report..... Bruce
- 12. Executive Session..... Bruce
- 13. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes..... Bruce
 - B. Audio Executive Session Minutes Bruce
 - C. Review of Semi-Annual Executive Session Minutes Bruce
- 14. Approval of Personnel Report Bruce
- 15. Collective Bargaining Bruce
- 16. Litigation Bruce
- 17. Other Items
- 18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria at Lincoln Trail College, 11220 Highway 1, Robinson, Illinois, in said Community College District at 7:00 o'clock P.M., on Tuesday, November 15, 2016.

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

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

G. Andrew Fischer, John D. Brooks, Michael K. Correll, Brenda K. Culver, Alan Henager, Jan Ridgely. Also present was Gideon Raley, student trustee. Trustees absent: Gary Carter. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer.

Renee Smith, Executive Assistant to CEO/Board Secretary.

Michael Thomas, Dean of Workforce Education.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes of the Regular Meeting, Tuesday, October 18, 2016 were presented for disposition.

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

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

#3-A. Visitors & Guests: Carrie Brown and students in her Pathways to Success class were present to observe the actions of the Board of Trustees. Visitors & guests present were recognized, including several college staff members.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” - None.

AGENDA #5 – “Reports” -

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

#5-B. Report from Presidents: Nothing in addition to the electronic reports was presented by the Presidents.

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

AGENDA #6 – “Policy First Reading (and Possible Approval) –

#6-A. Policy HR 400.12 Vacation Leave Policy:

Recommendation: The CEO recommended that second reading be waived and that the Vacation Leave Policy be adopted, as published in the Board Agenda mailing for this meeting.

Board Action: Trustee Brenda Culver made a motion to waive second reading and adopt Policy 400.12 Vacation Leave Policy as recommended. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, Michael Correll, Brenda Culver, Al Henager, Jan Ridgely. Trustees Abstaining to vote: John Brooks. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 5 yea votes, 1 abstention, and 0 nay votes, the Chair declared the motion carried.

#6-B. Policy HR 400.22 Salary Basis Policy: The CEO recommended that second reading be waived and that the Salary Basis Policy be adopted, as published in the Board Agenda mailing for this meeting.

Board Action: Trustee Michael Correll made a motion to waive second reading and adopt Policy HR 400.22 Salary Basis Policy as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Michael Correll, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#8-A. Holiday Calendar 2017: The CEO recommended approval of the proposed holiday schedule for administrative, technical, professional/non-faculty, clerical and maintenance staff for calendar year 2017 as presented.

Board Action: Trustee Brenda Culver made a motion to approve the Holiday Calendar for Calendar Year 2017 as recommended. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Michael Correll, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Board Meeting Dates and Locations for 2017: The CEO recommended approval of the following Board Meeting Dates and Locations for 2017:

Tuesday, January 17, 2017, 7 p.m., Frontier Community College
Tuesday, February 21, 2017, 7 p.m., Lincoln Trail College
Tuesday, March 21, 2017, 7 p.m., Olney Central College
Tuesday, April 18, 2017, 7 p.m., Wabash Valley College
Tuesday, May 16, 2017, 7 p.m., Frontier Community College
Tuesday, June 20, 2017, 7 p.m., Lincoln Trail College
Tuesday, July 18, 2017, 7 p.m., Olney Central College
Tuesday, August 15, 2017, 7 p.m., Wabash Valley College
Tuesday, September 19, 2017, 7 p.m., Frontier Community College
Tuesday, October 17, 2017, 7 p.m., Lincoln Trail College
Tuesday, November 21, 2017, 7 p.m., Olney Central College
Tuesday, December 12, 2017, 7 p.m., Wabash Valley College

Board Action: Student Trustee Gideon Raley made a motion to approve the Board Meeting Dates and Locations for 2017 as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Michael Correll, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Lease Two Vans – LTC: The CEO recommended approval of a lease agreement with the Lincoln Trail College Foundation for two vans to be utilized by Lincoln Trail College.

This agreement entered into on the _____ day of November, 2016, by and between the Lincoln Trail College Foundation, Robinson, Illinois, hereinafter referred to as “Lessor” and Illinois Eastern Community Colleges, Olney, Illinois, hereinafter referred to as “Lessee”.

WITNESSETH:

The parties hereto desire to enter into Agreement whereby Lessor shall provide to Lessee the following described property:

2014 Chrysler Town & Country Touring, 15,462 miles, VIN 2C4RC1BG3ER418502
2015 Dodge Gr Caravan SE Plus, 17,243 miles, VIN 2C4RDGBG8FR669114

The consideration to be paid for the lease shall be \$38,990, plus 2.00% simple interest to reflect a total lease amount, including interest, of \$40,685.00, payable as follows:

1. Five payments of \$8,137.00, to be due and payable on the 16th day of January 2017, 2018, 2019, 2020, and 2021.
2. The final payment, due January 16, 2021, shall be adjusted to reflect actual payment activity during the course of the contract. No penalty will be charged for prepayments.
3. Lessee is hereby given the option of purchasing the above referenced vehicles for an additional one dollar (\$1.00) to be paid with the final payment.
4. For and during the term of the lease, title to the above referenced vehicles shall be reflected in the name of the Lessor.
5. During the term of the lease, the Lessee takes full responsibility for the following obligations:
 - a. To provide and pay for all necessary expenses to operate the leased vehicle.

- b. To maintain said vehicle in a state of good repair, subject only to normal wear associated with the operation of same for college purposes, to include all routine and major maintenance of all kinds.
- c. To maintain proper insurance on said vehicle.

Board Action: Student Trustee Gideon Raley made a motion to approve the lease agreement with Lincoln Trail College Foundation for two vans. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Michael Correll, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Affiliation Agreements: The CEO recommended approval of affiliation agreements between IECC/Lincoln Trail College and Crawford Memorial Hospital and Heritage Health for Lincoln Trail College’s Nurse Assistant Program.

Board Action: Trustee Brenda Culver made a motion to approve affiliation agreements with Crawford Memorial Hospital and Heritage Health for Lincoln Trail College, and as presented in full in the Board agenda, as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote the following trustees voted yea: Andrew Fischer, John Brooks, Michael Correll, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” – The CEO recommended approval of the recommendations of the bid committee for FCC Baseball Field Lighting – Materials Only (Parts 1 & 2) for \$59,900 from Musco Sports Lighting, Inc. and from Wayne White Counties Electric Co-Op (Part 3) for \$19,016.34. The Board accepted the recommendation of the bid committee to reject all bids for a Concession Stand Construction project at the FCC Baseball Field due to variations in bid pricing.

The Bid Committee recommends acceptance of the bid received that meets all specifications (parts 1 & 2) from Musco Sports Lighting, Inc., for a total of \$59,900. The bid from Wayne-White (part 3) was the lowest bid. These bids are contingent upon the Frontier Community College Foundation receiving financing to fund the project.

FCC Baseball Field Lighting – Materials Only	
Company	Total Bid
Musco Sports Lighting, Inc. Muscaline, IA (Parts 1 & 2 only)	\$59,900.00
Wayne-White Counties Electric Co-Op Fairfield, IL (Part 3 only)	\$19,016.34

The Bid Committee recommends we reject all bids due to variation in bid pricing.

FCC Concession Stand Construction	
Company	Total Bid
Dean Colyer Construction, Inc. Albion, IL	\$93,639

K. Wohltman Construction, Inc. Effingham, IL	\$194,108
Illini Builders Company of Olney Olney, IL	\$155,897
David Lear Construction, Inc. Albion, IL	\$82,751

Board Action: Trustee Jan Ridgely made a motion to accept the recommendations of the bid committee as presented. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Michael Correll, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “District Finance” – The following District financial matters were presented.

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer’s report, showing the balance in all funds as of October 31, 2016.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for November 2016 totaling \$607,242.23 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for November, 2016, in the amounts listed. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Michael Correll, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chief Executive Officer’s Report” – None.

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

AGENDA #13 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, October 18, 2016.

AGENDA #14 – “Approval of Personnel Report” – Tara Buerster presented the following personnel Report and addendum and the CEO recommended approval.

400.1. Classification Change

A. The following employees will change from Administrative/Exempt to Administrative/Non-Exempt, due to Department of Labor exemption revisions. Change in classification will be effective November 28, 2016.

1. Mary Johnston, Director of Business, FCC
2. Jamie Henry, Director of Business, LTC
3. Reilly Baumgart, Director of Business, WVC

B. The following employees will change from Professional Non-Faculty/Exempt to Professional Non-Faculty/Non-Exempt, due to Department of Labor exemption revisions. Change in classification will be effective November 28, 2016.

1. Carrie Halbert, Coordinator of Retention & Recruitment, FCC
2. Andy Hill, Bobcat Den Manager, FCC
3. Amy Loss, Coordinator of Registration & Records, FCC
4. Lori Noe, Coordinator of Financial Aid, FCC
5. Alyssa Parrott, Coordinator of Marketing & Career Services, FCC
6. Rikki Callaway, Bookstore Manager, LTC
7. Christopher Forde, Coordinator Public Information & Marketing, LTC
8. Barbara Webster, Coordinator of Financial Aid, LTC
9. Judy Young, Manager of Food Services, LTC
10. Allan Aldredge, Coordinator of Career Services, OCC
11. Andrea Puckett, Coordinator of Financial Aid, OCC
12. Deanna Ratts, Coordinator of Public Information & Marketing, OCC
13. Cristina Siegel, Bookstore Manager, OCC
14. Vicki Thompson, Retention Coordinator, OCC
15. Abbi Cook, Manager of Food Services, WVC
16. Scott McCallen, Broadcast Services Specialist, WVC
17. Sibyl Janello, Director of Registration & Records, WED
18. Laurel Taylor, Director of Business & Finance, WED
19. Dana Hart, Coordinator of Employment & Benefits, DO
20. Jennifer Jennings, Coordinator of College Support Services, DO
21. Paul Tait, Systems Administrator, DO
22. Jay Zwilling, Systems Administrator, DO

C. The following employees will change from Classified/Non-Exempt to Professional Non-Faculty/Non-Exempt. Change in classification will be effective November 28, 2016.

1. Chris Heindselman, Research Assistant, DO to Coordinator of Accreditation Compliances and Academic Services, DO.
2. Lona Peavler, Payroll Supervisor, DO to Coordinator of Payroll Services, DO

400.2. Salary Adjustments

A. The following employees will have their salaries adjusted due to Department of Labor exemption revisions. Salary adjustments will be effective November 28, 2016.

1. Administrative
 - a. Jeanette Wiles, Assistant Dean of Student Services, FCC
 - b. Megan Scott, Assistant Dean of Student Services, LTC
 - c. Andrea Pampe, Assistant Dean of Student Services, OCC

- d. Tiffany Cowger, Assistant Dean of Student Services, WVC
- 2. Professional/Non-Faculty
 - a. Leslie Scott, Assistant Director of Emergency Preparedness Management, FCC
 - b. John Deffendall, Bookstore Manager, WVC to Softball Coach/Bookstore Manager, WVC

400.3. Entry Level Adjustments Non-Bargaining Employees

400.4. Change in Status

A. Professional Non-Faculty Non-Exempt

- 1. Mary Morningstar Johnson, Coordinator of Financial Aid, WVC Professional Non-Faculty/Exempt, to Coordinator of College Support Services, DO, Professional Non-Faculty/Non-Exempt, effective November 16, 2016

B. Classified

- 1. Jennifer Jennings, Coordinator of College Support Services, DO, to Administrative Assistant, TRIO Upward Bound, DO/OCC, effective November 16, 2016

400.5. Approval of Proposed Non-College Employment

A. Faculty

<u>Name</u>	<u>Employer</u>	<u>Days per Academic Year</u>
Nixie Hnetkovsky	Edwards County High School	70

400.6. Resignation Ratification

A. Classified

- 1. Lora Smith, Career Advisor, OCC, effective January 1, 2017

400.7. Retirement Ratification

A. Administrative

- 1. Christine Cantwell, Chief Academic Officer/Dean, Academic & Student Support Services, DO, effective June 1, 2017

ADDENDUM

400.8. Special Assignment

A. Other

- 1. Jane Owen, Interim Financial Aid Coordinator, WVC \$500/month effective November 16, 2016.

#14-A. Board Action to Amend Personnel Report: Student Trustee Gideon Raley made a motion to amend the Personnel Report, to add an addendum containing Section 400.8 Special Assignment, as recommended. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared that the “Ayes” have it and the motion was adopted.

14-B. Board Action to Approve Amended Personnel Report: Student Trustee Gideon Raley made a motion to approve the amended Personnel Report as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Michael Correll, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 “Collective Bargaining” – None.

AGENDA #16 “Litigation” – None.

AGENDA #17 “Other Items” – None.

AGENDA #18 “Adjournment” – Trustee John Brooks made a motion to adjourn. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, and the motion is adopted, and the meeting was adjourned at 8:10 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #4

Public Comment

Agenda Item #5

Reports

- A. Trustees**
- B. Presidents**
- C. Cabinet**

Agenda Item #6

Policy First Reading (and Possible Approval)

Student Policy 500.18 Transfer Degree Educational Guarantee

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 13, 2016
RE: Student Policy 500.18 - Transfer Degree Educational Guarantee Policy 500.18

IECC's Transfer Degree Educational Guarantee Policy 500.18 is a guarantee to the public the educational effectiveness of its transfer programs of instruction.

IECC no longer offers the Associate in Engineering Science degree, and the Transfer Degree Educational Policy 500.18 is being updated and revised to remove this transfer degree from the policy.

I recommend the Board approve this policy revision and waive the second reading and approve Policy 500.18 effective immediately.

TLB/rs

Attachment

STUDENT - 500

Transfer Degree Educational Guarantee (500.18)

Date Adopted: April 19, 1994

Revised: October 20, 2009

Revised: December 13, 2016 (pending Board approval)

Illinois Eastern Community Colleges, hereinafter referred to as "IECC," as an expression of confidence in the faculty and staff and as a commitment to its students, shall guarantee to the public the educational effectiveness of its transfer programs of instruction.

IECC shall guarantee the transferability of pre-baccalaureate/university-parallel credit courses to public senior Illinois colleges and universities for each student who completes the Associate in Arts degree, ~~Associate in Engineering Science degree~~, Associate in Science degree, or Associate of Science and Arts degree. If such Illinois Community College Board-approved courses and credits do not fully transfer for lower division level (freshmen/sophomore) credit, IECC shall refund to the degree completion student the tuition actually paid by the student for the non-transferring credits or, at the student's option, offer additional IECC coursework at no cost to the student, subject to the following criteria:

1. the application for a refund or additional coursework must be submitted within one (1) calendar year of graduation with an Associate in Arts degree, ~~Associate in Engineering Science degree~~, Associate in Science degree, or an Associate of Science and Arts degree from IECC;
2. the course must have been completed with a grade of "C" or better;
3. the tuition refund will be based upon the tuition actually paid by the student at the time of enrollment;
4. the student must have met with an authorized IECC advisor, declared a major, identified the public Illinois transfer college or university prior to taking courses, and taken only those IECC courses approved in writing by the IECC advisor. Unapproved courses and courses taken for personal interest are not guaranteed;
5. the student must have transferred to the declared college or university in the State of Illinois within one (1) year of having graduated from IECC with an Associate in Arts, ~~an Associate in Engineering Science~~, an Associate in Science, or an Associate of Science and Arts degree; and,
6. the student must submit a claim within sixty (60) days of being notified by the transfer institution that a course had been refused for credit stating **reasons** for the refusal offered by the institution, and include the **name, position, address, and telephone number** of the person notifying the student of the refusal, and include copies of all correspondence or documentation provided by the transfer institution.

The college will first attempt to resolve the issue with the transfer institution. If favorable resolution is not achieved within ninety (90) days, the reimbursement of tuition or additional IECC coursework will be authorized. Furthermore, the sole recourse available to participants enrolled pursuant to this guarantee shall be limited to an amount equal to the course tuition at the time of enrollment or enrollment in coursework equal in credit hours to unacceptable credit hour courses, not to exceed a total of fifteen (15) credit hours, with no recourse for damages, court costs, or any associated costs of any kind or right to appeal beyond those specified by Illinois Eastern Community Colleges. This guarantee is given in lieu of any other guarantee expressed or implied.

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Acceptance of No Petition Certificate

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 13, 2016
RE: Acceptance of No Petition Certificate

The Board, at the regular board meeting on October 18, 2016, adopted a “Resolution of Intent to issue Alternate Revenue Bonds”. Following the adoption of that resolution, a “Notice of Intent to issue Alternate Revenue Bonds” was published on October 21, 2016, which began a petition period of 30 days following the publication of the notice.

The petition period for a request for a referendum on the District’s intent to issue Alternate Revenue Bonds expired on November 20, 2016, and Board Secretary Renee Smith now files with the Board a **No Petition Certificate** stating that no petition was filed requesting that the proposition be submitted to voters of this District.

I ask the Board’s acceptance of the attached No Petition Resolution.

TLB/rs

Attachment

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees (the “Board”) of Illinois Eastern Community College District No. 529, counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “District”), and as such official I do further certify that pursuant to a resolution entitled:

RESOLUTION authorizing the issuance of Taxable General Obligation Bonds (Alternate Revenue Source) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, in an aggregate principal amount not to exceed \$6,000,000 for community college purposes, pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended.

(the “Resolution”) duly adopted by the Board on the 18th day of October, 2016, notice of intention of the District to issue Alternate Revenue Bonds (the “Notice”) was published on the 21st day of October, 2016, in the *Mt. Carmel Republican Register*, the same being a newspaper of general circulation in the District, and was not posted electronically on the District’s World Wide Web pages.

I do further certify that no petition has ever been filed in my office as Secretary of the Board, or has ever been presented to me as such official, requesting that the proposition to issue Alternate Revenue Bonds be submitted to the voters of the District, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 13th day of December, 2016.

Secretary, Board of Trustees

Agenda Item #8B

Consideration and action on a Resolution providing for the issue of \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue source), Series 2016, of the District, for community college purposes, the levy of a tax to pay principal and interest on such bonds, and of the bonds to the purchaser thereof.”

MEMORANDUM

TO: Board of Trustees

DATE: December 13, 2016

FROM: Terry L. Bruce

RE: Consideration and action on a Resolution providing for the issue of \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2016, of the District, for community college purposes, the levy of taxes to pay principal and interest on such bonds, and of the bonds to the purchaser thereof.

On October 18, 2016, the Board of Trustees approved a Resolution of Intent to issue Alternate Revenue Bonds, and the Board conducted a public hearing regarding the District's intent to issue Alternate Revenue Bonds.

The attached Bond Resolution provides for the issuance of \$6 million Taxable General Obligation Community College Bonds (Alternate Revenue Bonds), Series 2016. The Board has published the required notice; and, more than thirty (30) days have passed since the date of publication; and, no petitions with the requisite number of valid signatures has been filed with the Secretary of the Board requesting that the question of the issuance of the Bonds be submitted to referendum; and, in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, the Chairman of the Board, on the 21st day of September, 2016, ordered the calling of a public hearing for the 18th day of October, 2016, concerning the intent of the Board to sell the Bonds in the amount of not to exceed \$6,000,000; and, the Secretary of the Board published notice of the Hearing in the *Mt. Carmel Daily Republican Register*, not less than 7 nor more than 30 days before the date of the hearing and posted at least 96 hours before the hearing a copy of said notice at the principal office of the Board; and, the hearing was held on the 18th day of October, 2016, and at the hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and the hearing was adjourned on the 18th day of October, 2016. The District will pledge tuition and fee revenues to repay the bonds on December 1 of each year commencing on December 1, 2017 and ending on December 1, 2021.

The Taxable General Obligation Community College Bonds (Alternate Revenue Bonds) will be immediately callable and creates a debt to the District.

I ask that the Board approve the attached Resolution authorizing the issuance of \$6 million Taxable General Obligation Community College Bonds (Alternate Revenue Bonds), Series 2016.

TLB/rs

Attachment

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Olney Central College, 305 N. West Street, Olney, Illinois in said Community College District at 7:00 o'clock P.M., on the 13th day of December, 2016.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Brenda Culver, John D. Brooks, Michael Correll, Gary Carter, Alan Henager and Jan Ridgely and Gideon Raley (non-voting student trustee).

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

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

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

The Chairman announced that a proposal had been received from _____, _____, Illinois, for the purchase of \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2016, to be issued by the District, for the purpose of defraying the ordinary and necessary costs of operating the District, and that the Board of Trustees would consider the adoption of a resolution providing for the sale and issuance of said bonds, the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment. The Chairman also summarized the pertinent terms of said

proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon Trustee _____ presented the following resolution, copies of which were made available to all in attendance at said meeting who requested a copy:

RESOLUTION providing for the issue of \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2016, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of defraying ordinary and necessary costs of operating the District, the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of the bonds to the purchaser thereof.

* * *

WHEREAS, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), is a duly organized and existing Community College District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the "*College Act*"); and

WHEREAS, the Board of Trustees of the District (the "*Board*") has determined that it is advisable, necessary and in the best interests of the District to defray ordinary and necessary costs of the District (the "*Purpose*"), all in accordance with the estimate of cost heretofore approved by the Board and now on file in the office of the Secretary of the Board; and

WHEREAS, the estimated cost of the Purpose, including legal, financial, bond discount, capitalized interest, printing and publication costs and other expenses, is not less than \$6,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, such costs will be paid for from the proceeds of alternate bonds (the "*Bonds*") authorized to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Act*"); and

WHEREAS, it is necessary and for the best interests of the District that the Purpose be undertaken and in order to raise the funds required therefor it will be necessary for the District to borrow \$6,000,000 and in evidence thereof to issue the Bonds, being general obligation bonds payable from tuition and student fees (the "*Pledged Revenues*"), in an aggregate principal amount of \$6,000,000, all in accordance with the Act; and

WHEREAS, the Purpose constitutes a lawful corporate purpose within the meaning of the Act; and

WHEREAS, the Board, on the 18th day of October, 2016, adopted a resolution (the "*Authorizing Resolution*") authorizing the issuance of the Bonds, being general obligation bonds payable from the Pledged Revenues, as provided by the Act, in an amount not to exceed \$6,000,000; and

WHEREAS, the Authorizing Resolution, together with a notice in the statutory form (the "*Notice*"), was published in the *Mt. Carmel Daily Republican Register*, the same being a newspaper of general circulation in the District, and an affidavit evidencing the publication of the Authorizing Resolution and the Notice has heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Resolution and Notice, and no petition with the requisite number of valid signatures thereon has been filed with the Secretary of the Board requesting that the question of the issuance of the Bonds be submitted to referendum; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Chairman of the Board, on the 21st day of September, 2016, ordered the calling of a public hearing (the "*Hearing*") for the 18th day of October, 2016,

concerning the intent of the Board to sell the Bonds in the amount of not to exceed \$6,000,000 for the Purpose; and

WHEREAS, the Secretary of the Board (i) published notice of the Hearing at least once in the *Mt. Carmel Daily Republican Register*, the same being a newspaper of general circulation in the District, not less than 7 nor more than 30 days before the date of the Hearing and (ii) posted at least 96 hours before the Hearing a copy of said notice at the principal office of the Board; and

WHEREAS, the Hearing was held on the 18th day of October, 2016, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 18th day of October, 2016, and not less than seven (7) days have passed since the final adjournment of the Hearing; and

WHEREAS, the Board is authorized to issue alternate bonds to the amount of \$6,000,000 in accordance with the provisions of the Act; and

WHEREAS, it is necessary and in the best interests of the District that \$6,000,000 of said authorized sum be issued at this time; and

WHEREAS, the Bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes (as hereinafter defined); and

WHEREAS, the District has not heretofore issued bonds payable from the Pledged Revenues; and

WHEREAS, the Board hereby determines that the Pledged Revenues will provide in each year, an amount not less than 1.25 times debt service of the Bonds; and

WHEREAS, such determination is supported by the most recent audit of the District (the "*Audit*"), which Audit is for a fiscal year ending not earlier than 18 months previous to the time

of the issuance of the Bonds, has been presented to the Board and is now on file with the Secretary of the Board:

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

Section 1. Incorporation of Preambles; Acceptance of Audit. The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true and correct and does incorporate them into this resolution by this reference. The Audit has been and is hereby accepted and approved by the Board.

Section 2. Determination to Sell and Issue Bonds. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$6,000,000 upon the credit of the District and as evidence of such indebtedness to issue the Bonds of the District in said amount, the proceeds of the Bonds to be used for the Purpose, and it is necessary and for the best interests of the District that there be issued at this time \$6,000,000 of the Bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the District the sum of \$6,000,000 for the purpose aforesaid; and that the Bonds shall be issued in said amount and shall be designated "Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2016." The Bonds shall be dated the date of issuance, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and authorized integral multiples of \$5,000 in excess thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered and upward, and the Bonds shall become due and payable serially (subject to prior redemption as hereinafter set forth) on December 1 of each of the years and in the amounts and bearing interest at the rates as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2017	\$	%
2018		%
2019		%
2020		%
2021		%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2017. Interest on each Bond shall be paid by check or draft of _____, _____, Illinois (the “*Bond Registrar*”), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding such payment date, and mailed to the registered owner of the Bond at the address as shown in the Bond Register or at such other address furnished in writing by such registered owner. The principal of or redemption price due on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office maintained for such purpose of the Bond Registrar as currently maintained, as may be relocated from time to time, or at successor Bond Registrar and locality.

The Bonds shall be signed by the manual or facsimile signatures of the Chairman and Secretary of the Board, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer of the Board, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the District for the Bonds and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this resolution. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. The District shall cause books for the registration and for the transfer of the Bonds as provided in this resolution to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District for the Bonds. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same

maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 5. Redemption. The Bonds shall be subject to redemption prior to maturity at the option of the District as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the District (less than all of the Bonds of a single maturity to be selected

by the Bond Registrar), on any date, at the redemption price of par plus accrued interest to the redemption date.

The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof, *provided*, however, that the amount of the Bonds outstanding for any maturity following any such redemption in part shall not be less than \$100,000. The District shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the District in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the District by mailing the redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered

owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the District shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Form of Bonds. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [12] shall be inserted immediately after paragraph [1]:

(Form of Bond — Front Side)

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

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

COMMUNITY COLLEGE DISTRICT NO. 529

**TAXABLE GENERAL OBLIGATION COMMUNITY COLLEGE BOND
(ALTERNATE REVENUE SOURCE), SERIES 2016**

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: _____% Date: December 1, 20__ Date: _____, 2016

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "District"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2017, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of _____,

_____, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the series of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of the Pledged Revenues and the Pledged Taxes to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. The District is authorized to issue from time to time additional obligations payable from the Pledged Revenues as permitted by law and to establish the lien priority thereof.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, said Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, by its Board of Trustees, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer thereof, all as of the Dated Date identified above.

Chairman, Board of Trustees

Secretary, Board of Trustees

Registered, Numbered
and Countersigned:

Treasurer, Board of Trustees

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

_____, Illinois

This Bond is one of the Bonds described in the within mentioned resolution and is one of the Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2016, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

as Bond Registrar

By _____
Authorized Officer

[Form of Bond - Reverse Side]

COMMUNITY COLLEGE DISTRICT NO. 529

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

**TAXABLE GENERAL OBLIGATION COMMUNITY COLLEGE BOND
(ALTERNATE REVENUE SOURCE), SERIES 2016**

[6] This Bond is one of a series of Bonds issued by the District pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Act*”), and the Public Community College Act of the State of Illinois, as amended (the “*College Act*”), to defray the ordinary and necessary costs of operating the District and is authorized by a resolution adopted by the Board of Trustees of the District (the “*Board*”) on the 13th day of December, 2016 (the “*Bond Resolution*”), in all respects as provided by law.

[7] The Bonds are payable from (a) tuition and student fees (the “*Pledged Revenues*”) and (b) ad valorem taxes levied against all of the taxable property in the District without limitation as to rate or amount (the “*Pledged Taxes*”), all in accordance with the provisions of the Act and the College Act. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

[8] Bonds of the issue of which this Bond is one are subject to redemption prior to maturity at the option of the District as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the District (less than all of the Bonds of a single maturity to be selected by lot by the Bond Registrar), on any date, at the redemption price of par plus accrued interest to the redemption date.

[9] Notice of any such redemption shall be sent by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of

the District maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in _____, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of \$100,000 each and authorized integral multiples of \$5,000 in excess thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Resolution. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[12] The District and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Sale of Bonds. The Bonds hereby authorized shall be executed as in this resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Board, and be by said Treasurer delivered to _____, _____, Illinois (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being par, plus accrued interest to date of delivery, if any; the contract for the sale of the Bonds heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such a price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon the sale of the Bonds exceed the maximum rate otherwise authorized by Illinois law; the contract for the sale of the Bonds is in the best interests of the District and that no person holding an office of the District either by election or appointment, holds any prohibited interest, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the contract for the sale of the Bonds; the surety bond executed by the Treasurer in connection with the issuance of the Bonds as required by

Section 3-19 of the Public Community College Act is hereby approved and shall be filed with the County Clerk of each county in which any part of the District is situated; and the Bonds before being issued shall be registered, numbered and countersigned by said Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any preliminary term sheet or any final term sheet relating to the Bonds and before the Board at the time of the adoption hereof is hereby ratified, approved and authorized; the execution and delivery of said final term sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the contract for the sales of the Bonds, this Resolution, said preliminary term sheet, said final term sheet and the Bonds.

Section 9. Alternate Revenue Source; Appropriation; Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the District covenants and agrees with the purchasers and the owners of the Bonds that the District will budget and appropriate the Pledged Revenues for the payment of the Bonds, and subject to the provisions of Section 12 hereof, the District will deposit the Pledged Revenues into the Bond Fund (as hereinafter defined). The Pledged Revenues are hereby pledged to the payment of the Bonds, and the Board covenants and agrees to provide for, collect, budget, appropriate and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional .25 times debt service.

The District is authorized to issue from time to time additional obligations payable from the Pledged Revenues as permitted by law and to establish the lien priority thereof.

For the purpose of providing additional funds to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the District, in the years for

which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the District the following direct annual taxes (the “*Pledged Taxes*”):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2017	\$	for interest and principal
2018	\$	for interest and principal
2019	\$	for interest and principal
2020	\$	for interest and principal
2021	\$	for interest and principal
2022	\$	for interest and principal
2023	\$	for interest and principal

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

The District covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The District and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

Section 10. Filing with County Clerks. After this resolution becomes effective, a copy hereof, certified by the Secretary of the Board, shall be filed with the County Clerks of the Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois (the “*County Clerks*”); and the County Clerks shall in and for each of

the years required, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the District for general community college purposes of the District; and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the District in like manner as taxes for general community college purposes of the District for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 11. Abatement of Pledged Taxes. Whenever in the discretion of the Board funds are or will be available to pay any principal of or interest on the Bond when due, so as to enable the abatement of the Pledged Taxes levied for the same, the Board, or the officers of the District acting with proper authority, shall direct the abatement of the Pledged Taxes by such amount, and proper notification of such abatement shall be filed with the County Clerks in a timely manner to affect such abatement.

Section 12. Bond Fund. There is hereby established a special fund of the District known as the "Alternate Bond and Interest Fund of 2016" (the "*Bond Fund*") in connection with the issuance of the Bonds. The Pledged Revenues and the Pledged Taxes shall be set aside as collected and be deposited into the Bond Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the District by this resolution. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the District are discharged under this resolution. Notwithstanding the foregoing, if the Board determines that there are Pledged Revenues that will not be needed to either pay debt service on the Bonds or permit the abatement of the taxes herein levied, such Pledged Revenues are not required to be deposited into the Bond Fund or if such Pledged Revenues are on deposit therein, the same may at the direction

of the Board and to the extent permitted by law, be transferred to another account or fund of the District.

Section 13. Use of Bond Proceeds. The principal proceeds of the Bonds are hereby appropriated for the purpose of paying the cost of the Purpose, and shall be ordered deposited into the Auxiliary Enterprise Fund of the District (the “*Purpose Fund*”), and any accrued interest received on the sale of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and to that end, is hereby ordered deposited into the Alternate Bond and Interest Fund of 2016. The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in compliance with all of the requirements of the Act and the College Act. Interest received from the investment of the funds in the Purpose Fund shall be retained in the Purpose Fund for payment of costs of the Purpose or shall be deposited into the Bond Fund for payment of the Bonds on the interest payment date next after such interest is received or, to the extent permitted by law, transferred by the Board to such other fund of the District as the Board may designate. Interest received from the investment of the funds in the Bond Fund shall be retained in the Bond Fund for payment of the Bonds on the interest payment date next after such interest is received or, to the extent permitted by law, transferred by the Board to such other fund of the District as the Board may designate.

Section 14. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 15. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman and Secretary of the Board are authorized to execute the Bond Registrar’s standard form of agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 16. Provisions a Contract. The provisions of this Resolution shall constitute a contract between the District and the owners of the outstanding Bonds. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Act are enforceable by any holder of the Bonds affected, any taxpayer of the District and the People of the State of Illinois acting through the Attorney General or any designee.

Section 17. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 18. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted December 13, 2016.

Chairman, Board of Trustees

Secretary, Board of Trustees

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

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

Upon the roll being called, the following Trustees voted AYE: Dr. G. Andrew Fischer, Brenda Culver, John D. Brooks, Michael Correll, Gary Carter, Alan Henager and Jan Ridgely.

The following Trustees voted NAY: _____

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

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

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

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

CERTIFICATION OF MINUTES

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

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 13th day of December, 2016, insofar as the same relates to the adoption of a resolution entitled:

RESOLUTION providing for the issue of \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2016, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of defraying the ordinary and necessary costs of operating the District, the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of the bonds to the purchaser thereof.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 13th day of December, 2016.

Secretary, Board of Trustees

Agenda Item #8C

Approval of Publication for BINA Hearing

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 13, 2016

RE: Publication for Bond Issue Notification Act Hearing

The Board must conduct a public hearing on the intent to issue Funding Bonds for the purpose of paying claims against the District. Notice must be published prior to the hearing. The attached notice will be published no more than 30, and no less than 7 days prior to the hearing.

I ask the approval of the Board to publish the attached Notice of Hearing.

TLB/rs

Attachment

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE BOARD OF TRUSTEES OF
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529, COUNTIES OF RICHLAND,
CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON, JASPER, LAWRENCE,
WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS
TO SELL \$6,000,000 FUNDING BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), will hold a public hearing on the 17th day of January, 2017, at 7:00 o'clock P.M. The hearing will be held in Bob Boyles Hall, Frontier Community College, 2 Frontier Drive, Fairfield, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in the amount of \$6,000,000 for the purpose of paying claims against the District.

By order of the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

DATED the 17th day of January, 2017.

Renee Smith
Secretary, Board of Trustees,
Illinois Eastern Community College District No.
529, Counties of Richland, Clark, Clay,
Crawford, Cumberland, Edwards, Hamilton,
Jasper, Lawrence, Wabash, Wayne and White
and State of Illinois

Agenda Item #8D

Motorcycle Safety Training Agreements

Frontier Community College

Lincoln Trail College

Olney Central College

Wabash Valley College

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 13, 2016
RE: Motorcycle Safety Agreement with SIU-Carbondale

Southern Illinois University (SIU) has proposed a continuation of their Motorcycle Rider Program facility use agreement for each of the District's four colleges for 2017.

The Board has approved these agreements in the past and SIU has successfully operated Motorcycle Rider Programs at each college.

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

TLB/rs

Attachments

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2017 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Frontier Community College (“FCC”) in Fairfield, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, FCC owns property in Fairfield suitable for offering the Courses; and

WHEREAS, FCC and University agree that offering the Courses at FCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. FCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by FCC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. FCC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from FCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, FCC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of FCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. FCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, FCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless FCC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at FCC. To the extent permitted by law, FCC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of FCC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to FCC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2017, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
FRONTIER COMMUNITY COLLEGE

By: _____
Brad Colwell, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2017 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Lincoln Trail College (“LTC”) in Robinson, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, LTC owns property in Robinson suitable for offering the Courses; and

WHEREAS, LTC and University agree that offering the Courses at LTC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. LTC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by LTC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. LTC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from LTC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, LTC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of LTC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. LTC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, LTC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless LTC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at LTC. To the extent permitted by law, LTC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of LTC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to LTC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2017, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
LINCOLN TRAIL COLLEGE

By: _____
Brad Colwell, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2017 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Olney Central College (“OCC”) in Olney, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, OCC owns property in Olney suitable for offering the Courses; and

WHEREAS, OCC and University agree that offering the Courses at OCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. OCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by OCC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. OCC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from OCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, OCC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of OCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. OCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, OCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless OCC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at OCC. To the extent permitted by law, OCC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of OCC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to OCC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2017, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
Olney Central College

By: _____
Brad Colwell, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2017 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Wabash Valley College (“WVC”) in Mt. Carmel, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, WVC owns property in Mt. Carmel suitable for offering the Courses; and

WHEREAS, WVC and University agree that offering the Courses at WVC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. WVC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by WVC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:

A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. WVC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from WVC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, WVC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of WVC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. WVC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these

coverage's may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, WVC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless WVC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at WVC. To the extent permitted by law, WVC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of WVC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to WVC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2017, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
Wabash Valley College

By: _____
Brad Colwell, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

Agenda Item #8E

Affiliation Agreement with Financial Healthcare Resources – OCC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 13, 2016
RE: Affiliation Agreement

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 affiliation agreements with the Financial Healthcare Resources, Inc., located in Lawrenceville, Illinois for Olney Central College's Medical Office Assistant Program.

I ask the Board's approval of this affiliation agreement.

TLB/rs

Attachment

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

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Assistant Program. (hereinafter referred to as OLNEY CENTRAL COLLEGE) and FINANCIAL HEALTHCARE RESOURCES, INC. (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

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

Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

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

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

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

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

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

8. An annual review of the agreement may be made each spring if either party requests the review. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar

year's written notice to the other party. All students enrolled in OLNEY CENTRAL COLLEGE's Medical Office Assistant Program and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

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

AGENCY

OLNEY CENTRAL COLLEGE

FINANCIAL HEALTHCARE RESOURCES, INC.
(Student in) Lawrenceville, IL

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

Agenda Item #9

Bid Committee Report

None

Agenda Item #10

District Finance

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

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
November 30, 2016**

FUND	BALANCE
Educational	\$6,861,570.07
Operations & Maintenance	\$992,238.07
Operations & Maintenance (Restricted)	\$256,592.97
Bond & Interest	\$244,094.06
Auxiliary	\$1,162,428.07
Restricted Purposes	\$88,489.63
Working Cash	\$201,209.72
Trust & Agency	\$619,632.91
Audit	(\$16,920.79)
Liability, Protection & Settlement	\$595,055.81
TOTAL ALL FUNDS	\$11,004,390.52

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
November 30, 2016

	ALL FUNDS
	Fiscal Year 2017
ASSETS:	
CASH	11,004,391
IMPREST FUND	21,400
CHECK CLEARING	12,500
INVESTMENTS	15,590,000
RECEIVABLES	2,765,840
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	509,653
OTHER ASSETS	457,507
TOTAL ASSETS AND OTHER DEBITS:	30,361,291
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	225,840
ACCOUNTS PAYABLE	234,028
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	50,000
OTHER LIABILITIES	-
TOTAL LIABILITIES:	509,868
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	2,672,727
PR YR BDGTD CHANGE TO FUND BALANCE	824,620
FUND BALANCES:	
FUND BALANCE	17,709,804
RESERVE FOR ENCUMBRANCES	8,644,272
TOTAL EQUITY AND OTHER CREDITS	29,851,423
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	30,361,291

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF November 30, 2016

ALL FUNDS

FY 2017
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	5,247,080
STATE GOVT SOURCES	5,021,372
STUDENT TUITION & FEES	10,163,101
SALES & SERVICE FEES	1,761,729
FACILITIES REVENUE	3,382
INVESTMENT REVENUE	58,271
OTHER REVENUES	28,958
TOTAL REVENUES:	22,283,893

EXPENDITURES:

INSTRUCTION	3,794,703
ACADEMIC SUPPORT	197,014
STUDENT SERVICES	567,253
PUBLIC SERV/CONT ED	4,235
OPER & MAINT PLANT	1,133,049
INSTITUTIONAL SUPPORT	4,752,124
SCH/STUDENT GRNT/WAIVERS	3,994,477
AUXILIARY SERVICES	2,425,753
TOTAL EXPENDITURES:	16,868,608

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	5,415,285
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**Illinois Eastern Community Colleges
Operating Fund Analysis
CASH BASIS**

July 1, 2016 -- November 30, 2016

REVENUES:	Education Fund	O & M Fund	Total Operating Funds
Local Government Sources	2,050,372	878,423	2,928,795
State Government Sources - Current Year	5,021,372	-	5,021,372
State Government Sources - Prior Year	-	-	-
Net Tuition and Fees	2,621,842	749,380	3,371,222
Sales & Service Fees	21,342	-	21,342
Facilities Revenue	-	2,805	2,805
Investment Revenue	32,713	6,293	39,006
Other Revenues	250	170	420
TOTAL REVENUES:	<u>9,747,891</u>	<u>1,637,071</u>	<u>11,384,962</u>
EXPENDITURES:			
Salaries	4,942,987	326,417	5,269,404
Employee Benefits	823,976	71,956	895,932
Contractual Services	192,264	135,464	327,728
Materials	378,678	96,254	474,932
Travel & Staff Development	59,066	1,337	60,403
Fixed Charges	90,023	8,475	98,498
Utilities	28,064	444,855	472,919
Capital Outlay	48,037	5,651	53,688
Other	34,971	-	34,971
TOTAL EXPENDITURES:	<u>6,598,066</u>	<u>1,090,409</u>	<u>7,688,475</u>
TRANSFERS :			
Interfund Transfers	(1,317,348)	-	(1,317,348)
TOTAL TRANSFERS:	<u>(1,317,348)</u>	<u>-</u>	<u>(1,317,348)</u>
NET INCREASE / (DECREASE)	<u><u>1,832,477</u></u>	<u><u>546,662</u></u>	<u><u>2,379,139</u></u>

**OPERATING FUNDS
COMPARISON REPORT FY15-17**

College	Category	FISCAL YEAR 2015			FISCAL YEAR 2016			FISCAL YEAR 2017			
		Anticipated Budget	Spent Thru November	% of Bdgt	Anticipated Budget	Spent Thru November	% of Bdgt	Anticipated Budget	Spent Thru November	% of Bdgt	% of Year
Frontier	Bills		\$ 765,822			\$ 758,343			\$ 875,455		
	Payroll		813,582			851,886			809,214		
	Totals	\$ 4,283,530	1,579,404	37%	\$ 4,230,407	1,610,229	38%	\$ 3,989,274	1,684,669	42%	42%
Lincoln Trail	Bills		947,082			805,274			987,652		
	Payroll		847,222			836,435			768,441		
	Totals	\$ 4,540,934	1,794,304	40%	\$ 4,505,520	1,641,709	36%	\$ 4,249,405	1,756,093	41%	42%
Olney Central	Bills		1,283,978			1,169,033			990,668		
	Payroll		1,711,239			1,628,435			1,492,699		
	Totals	\$ 7,866,901	2,995,217	38%	\$ 7,696,886	2,797,468	36%	\$ 7,258,163	2,483,367	34%	42%
Wabash Valley	Bills		1,422,346			1,404,732			1,494,628		
	Payroll		1,116,538			1,142,774			1,100,319		
	Totals	\$ 6,111,313	2,538,884	42%	\$ 6,176,922	2,547,506	41%	\$ 5,924,837	2,594,947	44%	42%
Workforce Educ.	Bills		1,411,780			1,542,554			1,336,193		
	Payroll		519,580			490,713			404,993		
	Totals	\$ 5,577,344	1,931,360	35%	\$ 5,467,706	2,033,267	37%	\$ 5,156,047	1,741,186	34%	42%
District Office	Bills		137,350			124,231			115,702		
	Payroll		391,249			398,370			398,904		
	Totals	\$ 1,318,178	528,599	40%	\$ 1,351,446	522,601	39%	\$ 1,274,414	514,606	40%	42%
District Wide	Bills		700,520			715,541			613,250		
	Payroll		322,839			373,742			294,834		
	Totals	\$ 2,791,650	1,023,359	37%	\$ 2,771,726	1,089,283	39%	\$ 2,513,738	908,084	36%	42%
GRAND TOTALS		\$32,489,850	\$ 12,391,127	38%	\$32,200,613	\$ 12,242,063	38%	\$ 30,365,878	\$11,682,952	38%	42%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
November 30, 2016

	FY 2017		FY 2016		Increase (Decrease)
	Amount	% of Total	Amount	% of Total	
Salaries	5,269,404	45.10%	5,722,355	46.74%	(452,951)
Employee Benefits	895,932	7.67%	886,348	7.24%	9,584
Contractual Services	327,728	2.81%	314,777	2.57%	12,951
Materials	474,932	4.07%	588,468	4.81%	(113,536)
Travel & Staff Development	60,403	0.52%	83,730	0.68%	(23,327)
Fixed Charges	98,498	0.84%	124,597	1.02%	(26,099)
Utilities	472,919	4.05%	421,971	3.45%	50,948
Capital Outlay	53,688	0.46%	66,286	0.54%	(12,598)
Other	4,029,448	34.49%	4,033,531	32.95%	(4,083)
	<u>11,682,952</u>	<u>100.00%</u>	<u>12,242,063</u>	<u>100.00%</u>	<u>(559,111)</u>

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

- A. Written Executive Session Minutes**
- B. Audio Executive Session Minutes**
- C. Review of Semi-Annual Executive Session Minutes**

Agenda Item #14

Approval of Personnel Report

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

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

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	██████████							
Temp Building Replacement - LTC	CDB	\$1,495,500	██████████							
Center for Technology - LTC	CDB	\$7,569,800	██████████							
GRAND TOTAL		\$13,094,700	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

11/30/2016