

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**November 17, 2015**



**Location:**

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

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

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

**Illinois Eastern Community Colleges  
Board Agenda**

**November 17, 2015**

**7:00 p.m.**

**Frontier Community College – Bob Boyles Hall**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... CEO Bruce
3. Public Hearing on 2015 Tax Levy ..... Fischer
4. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
5. Public Comment
6. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
7. Policy First Reading (and Possible Approval) ..... Bruce
  - A. Policy 300.21 Procurement Standards for Federal Grant Awards
8. Policy Second Reading ..... Bruce
  - A. None
9. Staff Recommendations for Approval
  - A. Complaint Process for Out of State Distance Education ..... Cantwell
  - B. Franklin University Colocation Agreement ..... Cantwell
  - C. Holiday Calendar Year 2016 ..... Bruce
  - D. Dedication in Honor of Gene Duke ..... Bruce
  - E. Olney-Richland County, Newton-Jasper County Enterprise Zone ..... Bruce
  - F. Special Warranty Deed for Property Transfer to FCC Foundation ..... Bruce
  - G. Affiliation Agreements
    - Good Samaritan Hospital – Phlebotomy - OCC
    - Gibson General Hospital – Phlebotomy - OCC
    - Fairfield Memorial Hospital – Phlebotomy - FCC
    - Horizon Health Care – Phlebotomy - FCC
    - EDLUCY Inc. – Health Informatics - FCC
10. Bid Committee Report ..... Bruce
  - A. None

11. District Finance
  - A. Financial Report .....Browning
  - B. Approval of Financial Obligations .....Browning
12. Chief Executive Officer's Report..... Bruce
13. Executive Session..... Bruce
14. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes..... Bruce
  - B. Audio Executive Session Minutes ..... Bruce
15. Approval of Personnel Report ..... Bruce
16. Collective Bargaining..... Bruce
17. Litigation ..... Bruce
18. Other Items
19. 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 Red Café Cafeteria, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, in said Community College District at 7:00 o'clock P.M., on Tuesday, October 20, 2015.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager. Also present was Drew Halter, student trustee. Trustees absent: Michael K. Correll, Marilyn J. Wolfe. 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.

Kathy Harris, 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.

Alex Cline, Director of Information & Communications Technology.

LeAnn Hartleroad, Associate Dean, Institutional Development.

Renee Smith, Executive Assistant to CEO/Board Secretary.

Michael Thomas, Dean of Workforce Education.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held September 15, 2015 were presented for disposition.

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

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

**#3-A. Visitors & Guests:** Visitors and guests present were recognized, including several college staff members. Wain Davis, Director of the Student Support Services Program, informed the Board that the Student Support Services (SSS) grant, a part of the Federal TRIO Program, has been refunded for an additional five years. The goal of SSS is to increase the college retention and graduation rates of its participants and to help students make the transition from one level of higher education to the next.

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

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

**AGENDA #5 – “Reports”** –

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

**#5-B. Report from Presidents:** Electronic reports were presented from each of the colleges.

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

**AGENDA #6 – “Policy First Readings (and Possible Approval)”** –

As suggested by the HLC Peer Review Team, the administration has begun a formal review of the Policy manual. The following revisions were recommended as presented:

BOARD OF TRUSTEES - 100

**Americans with Disabilities Act Policy (100.12)**

Date Adopted: March 15, 1994

Revised: October 20, 2015 (pending Board approval)

The Board of Trustees of Illinois Eastern Community Colleges ~~intends to comply~~ complies with both the letter and the spirit of the Americans with Disabilities Act (ADA) and other laws protecting the rights of persons with disabilities by being the Americans with Disabilities Act (ADA). The Board of Trustees is committed to:

- ~~1. complying with both the letters and the spirit of the ADA and other laws protecting the rights of persons with disabilities;~~
- 2.1. providing opportunities to qualified persons with disabilities in employment and in access to education, where this when doing so will not pose an undue burden or fundamentally alter the programs of the institution;
- ~~3.2. raising the awareness of all employees of the institution and providing institutional resources; and,~~
- 4.3. making compliance with the Americans with Disabilities Act a priority of the institution, subject to available resources, and taking appropriate steps to meet the deadlines established by Congress.

The administration ~~is hereby directed to:~~

1. appoints at least one individual with sufficient powers, authority, and staffing to coordinate compliance with the Americans with Disabilities Act district wide;
2. appoints one employee at each college to coordinate compliance with the Americans with Disabilities Act;
- ~~2. prepare a comprehensive self-evaluation of all programs and activities of the institution, including employment;~~

3. ~~create a Task Force to support the Coordinator and promptly prepare a self-evaluation of all programs, services and facilities;~~
- 4.3. implements procedures to coordinate responses to requests from individuals with disabilities and to respond to requests in a timely fashion;
- 5.4. implements procedures for raising awareness of the requirements of the ADA to the college community as well as to all levels of the institution, including senior administrators, faculty, and supervisors; and,
- 6.5. communicates ADA compliance progress and issues to the Board of Trustees ~~no less frequently than every six months.~~

The Board of Trustees recognizes that compliance with the ADA may require rearranging certain priorities of the institution. It is our intent that compliance with the letter of the ADA shall be given a high priority of the institution and appropriate changes, subject to available resources, be made. Accommodation will be provided to qualified individuals with disabilities, unless this poses an undue burden on the institution's resources or would fundamentally alter the nature of a program. The administration is directed to take this policy statement and the ADA's requirements into consideration in preparing its budgetary proposals.

BOARD OF TRUSTEES -100

**Policy on Sexual Harassment (100.17)**

Date Adopted: November 17, 1998

Revised: March 15, 2005

Revised: February 17, 2009

Revised: October 20, 2015 (pending Board of Trustees approval)

Illinois Eastern Community Colleges (IECC) is committed to maintaining a fair and respectful environment for work and study. To that end, and in accordance with federal and state law and Board of Trustees' policy, IECC prohibits any member of the faculty, staff, administration, or student body, regardless of the sex of the other party, from sexually harassing any other member of the IECC community. Violation of this policy shall be considered grounds for disciplinary action up to and including discharge or expulsion.

**Defining Sexual Harassment**

Sexual harassment means any unwelcome ~~sexual advances or requests for sexual favors or any conduct of a sexual nature that is sufficiently persistent or offensive to unreasonably interfere with an employee's job performance, a student's educational performance, and/or creates an intimidating, hostile or offensive working or educational environment.~~ Sexual harassment is defined by the Equal Employment Opportunity Commission Guidelines as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational development; (2) submission to or rejection of such conduct by an individual is used as a basis for employment or education decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment.

Under Title VII of the Civil Rights Act of 1964, there are two types of sexual harassment: (1) quid pro quo and (2) hostile work or learning environment. Sexual harassment can be physical or psychological in nature. A combination of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing.

### **Examples of Sexual Harassment**

Sexual harassment includes, but is not limited to, gender-specific comments; verbal innuendo, insults, threats and jokes of a sexual nature, sexual propositions, making sexually suggestive noises, leering, whistling, obscene gestures, touching, pinching, brushing the body, coercing sexual intercourse, sexual assault, or any behaviors or actions which might create a sexually hostile environment. Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation, or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee or student's body or poking another employee or student's body.
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee or student for submitting to sexual conduct, including soliciting or attempting to solicit an employee or student to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee or student to unwelcome sexual attention or conduct or intentionally making the employee's job performance or student's educational performance more difficult because of that employee or student's sex.

Sexual harassment also includes, but is not limited to, occurrences where a student, District employee or representative, either explicitly or implicitly, treats submission to or rejection of sexual conduct as a condition for determining:

- (1) whether a student will be admitted to a college, or a person will be employed by the District;
- (2) the educational or work performance required or expected;
- (3) the attendance or assignment requirements applicable to a student or employee;
- (4) to what courses, fields of study or programs, including honors, a student will be admitted;
- (5) what placement or course proficiency requirements are applicable to a student and professional advancement opportunities are available to an employee;
- (6) the quality of instruction a student will receive;
- (7) what tuition or fee requirements are applicable to a student;
- (8) what scholarship opportunities are available to the student;
- (9) what extracurricular teams a student will be a member of or in what extracurricular competitions a student may participate;
- (10) any grade a student will receive in any examination or in any course or program of instruction in which a student is enrolled;
- (11) any performance evaluation, promotion or other employment benefit an employee may receive;
- (12) the progress of the student toward successful completion of or graduation from any course or program of instruction in which the student is enrolled; or,
- (13) what degree, if any, the student will receive.

Sexual harassment between students, neither of whom is employed by IECC, should be reported to the appropriate investigators.

The Chief Executive Officer has designated a minimum of two persons to hear and investigate cases of alleged sexual harassment (See Appendix A.). A student or staff member who believes that he/she has been the victim of sexual harassment should immediately report such conduct to one of these designated persons and complete the Sexual Harassment allegation form. An appropriate investigation of each complaint received will be conducted.

#### Responsible Administrators

a. Sexual Harassment Investigators

The Sexual Harassment Investigators are the individual's designated by the Chief Executive Officer to investigate reports and complaints of sexual harassment in accordance with IECC policy and procedure.

b. Presidents

The Presidents are the individuals designated to review investigative reports of sexual harassment at the colleges and to determine the appropriate action for IECC to take based on the findings. If the allegation is against the President, the report will be submitted to the Chief Executive Officer.

c. Chief Executive Officer

The Chief Executive Officer will review reports of sexual harassment at the District level. If the allegation is against the Chief Executive Officer, the report will be submitted to the Chair of the Board of Trustees.

d. Deans/Associate Deans/Directors/Supervisory Personnel

All supervisory personnel are responsible for ensuring compliance with IECC's Sexual Harassment Policy and appropriate procedures.

Investigations will be initiated within one working day of receiving the complaint. The investigator will schedule a conference within five working days from the date of receipt of the complaint. Complainants may choose to be accompanied by a co-worker, another student, or other individual of their choice when attending meetings to discuss the allegations. Every reasonable effort will be made to determine the facts pertinent to the allegations. The investigator will submit a written report to the College President, including a recommendation for appropriate disciplinary action where deemed necessary. If the allegation is against the President, the report will be submitted to the Chief Executive Officer. At the District level, the report will be submitted to the Chief Executive Officer. If the allegation is against the Chief Executive Officer, the report will be submitted to the Chair of the Board of Trustees.

If the complaint can be resolved to the satisfaction of all parties, the matter will be considered closed, subject to re-opening upon further complaint or additional information.

If the complainant is dissatisfied with the decision of the President, he/she may appeal to the Chief Executive Officer. A written response shall be provided within five working days of receipt of the appeal. Then, if dissatisfied, the complainant may appeal to the Chair of the Board of Trustees. The Chair of the Board will provide the complainant with a written response within five working days of receipt of the appeal. The Chair of the Board of Trustees shall have final appeal authority.

In cases of recurrent complaints, or in cases of flagrant unlawful behavior, immediate action may be taken by the President and/or Chief Executive Officer.



The administration will take all necessary steps to protect the rights of both complainant and alleged harasser.

Any employee found to have committed sexual harassment while participating in an Illinois Eastern sponsored program or service will be subject to disciplinary action up to and including discharge. Any student found to have committed sexual harassment while participating in an Illinois Eastern sponsored program or service will be subject to disciplinary action up to and including expulsion.

Those who feel they have been sexually harassed or discriminated against may seek assistance from the Illinois Department of Human Rights. The Department of Human Rights is a state agency which will investigate the charge without cost to the individual. If the Department of Human Rights determines that there is evidence of harassment or discrimination, it will attempt to conciliate the matter or it will file a complaint on behalf of the individual with the Illinois Human Rights Commission. The Human Rights Commission will hear the complaint pursuant to its rules and procedures. The agencies may be contacted at the following addresses:

Illinois Department of Human Rights  
~~State of Illinois Center~~ James R. Thompson Center  
100 W. Randolph Street, ~~Suite 40-100~~ 10<sup>th</sup> Floor  
Chicago, Illinois 60601  
Telephone (312) 814-624500  
Telephone ~~TDD (312) 263-1579~~ TTY (866) 7440-3953

Illinois Human Rights Commission  
~~State of Illinois Center~~ James R. Thompson Center  
100 W. Randolph, Suite 5-100  
Chicago, Illinois 60601  
Telephone (312) 814-6269

Illinois Department of Human Rights  
222 South College, Room 101-A  
Springfield, Illinois 62704  
Telephone (217) 785-5100  
Telephone ~~TDD (217) 785-5125~~ TTY (866) 740-3953

Illinois Department of Human Rights  
2309 West Main Street  
Marion, IL 62959  
Telephone (618) 993-7463  
Telephone TTY (866) 740-3953

Persons found to have retaliated or discriminated against an employee or student for complaining about sexual harassment or for initiating or assisting with a claim of sexual harassment will be subject to appropriate disciplinary action.

The rights to confidentiality, both of the complainant and of the alleged harasser, will be respected consistent with the District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

If an investigation results in a finding that the complainant falsely accused another of sexual harassment knowingly or in a malicious manner, the complainant will be subject to appropriate discipline, up to and including discharge or expulsion.

#### **Appendix A**

The following have been appointed by the Chief Executive Officer to receive and investigate allegations of sexual harassment:

**Frontier Community College**  
2 Frontier Drive  
Fairfield, IL 62837  
Phone: (618) 842-3711

Karen Bryant  
Eric Resor

**Lincoln Trail College**  
11220 State Highway 1  
Robinson, IL 62454  
Phone: (618) 544-8657

Vicky Bonelli  
Travis Matthews

**Olney Central College**  
305 North West Street  
Olney, IL 62450  
Phone: (618) 395-7777

Doug Shipman  
Mary Corry

**Wabash Valley College**  
2200 College Drive  
Mt. Carmel, IL 62863  
Phone: (618) 262-8641

John Day  
Diana Spear

**Workforce Education**  
John A. Logan College  
Carterville, IL 62918  
Phone: (618) 985-3741

Laurel Taylor  
Kim Underwood

**District Office**  
233 East Chestnut Street  
Olney, IL 62450  
Phone: (618) 393-2982

Alex Cline  
Bonnie Chaplin

The Chief Executive Officer shall update Appendix A as necessary.

BOARD OF TRUSTEES – 100

### **Campus Emergency Response Plans (100.24)**

Date Adopted: September 21, 2010

Revised: October 20, 2015 (pending Board of Trustees approval)

The Illinois Eastern Community Colleges Board of Trustees recognizes the importance of creating and maintaining a Campus Emergency Response Plan that outlines the ~~District's procedures plan~~ for managing major emergencies and incidents that may threaten the health, safety, and welfare of the college community or disrupt its programs or activities. The Campus Emergency Response Plans will include procedures that meet the requirements of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and the Illinois Administrative Code Part 305, and are compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305) and the National Incident Management System (NIMS). Emergency Response and Evacuation Procedures of the Higher Education Act of 1965, the Illinois Campus Security Act of 2008 and the Illinois Administrative Code Part 305.

~~Campus Emergency Plans for each college will be available to all students, employees, and the general public at the IECC website [www.iecc.edu](http://www.iecc.edu).~~

Emergency Response Plans are reviewed and revised, as necessary, on an annual basis. Procedures for specific emergency scenarios are accessible to students, faculty, staff and the public through a link from the IECC homepage.

BOARD OF TRUSTEES – 100  
**Concealed Firearms Policy (100.28)**

Date Adopted: November 19, 2013

Revised: October 20, 2015 (pending Board of Trustees approval)

CONCEALED FIREARMS

It is the policy of the Board of Trustees to comply with the provisions of the Firearm Concealed Carry Act. (430 ILCS66:PA 98-63 and subsequent amendments by Administrative Rule and Public Act). Under that Act, ~~and~~ the Board hereby adopts the definitions contained therein, "Concealed firearm" means a loaded or unloaded handgun carried on or about a person completely or mostly concealed from view of the public or on or about a person within a vehicle. "Handgun" means any device which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand.

PROHIBITED AREAS

The Board declares the following as prohibited areas as set forth under Section 65, of the Act. A licensee under this Act shall not knowingly carry a concealed firearm on or into any real property, including parking areas, sidewalks, and common areas under the control of Illinois Eastern Community Colleges.

FIREARMS AND DISTRICT VEHICLES

Further, the Board prohibits persons from carrying a firearm within a vehicle owned, leased, or controlled by the district.

ENFORCEMENT OF EXISTING POLICY

The Board directs the administration to enforce existing regulations, or policies regarding student, employee, or visitor misconduct and to discipline those who violate these regulations and policies, including suspension and expulsion.

DESIGNATED PARKING LOTS

The Board directs the Administration to set forth regulations, or policies regarding the storage or maintenance of firearms, which must include designated areas where persons can park vehicles that carry firearms.

FIREARMS POSSESSION FOR INSTRUCTIONAL PURPOSE

Students are permitted to carry or use firearms for the limited purpose of instruction and curriculum in officially recognized district approved educational programs, including but not limited to gunsmithing. Further, students may carry and use firearms in approved courses and at approved sites for purposes of instruction and attainment of concealed carry permits.

FIREARMS IN "CASE" AND PARKING AT PROHIBITED PARKING LOTS

Notwithstanding the prohibition against firearms in parking lots owned and operated by the District, Board recognizes that under the Concealed Carry Act, any licensee, prohibited from carrying a concealed

firearm into a District parking area as specified in the Act and Board policy, shall be permitted to carry a concealed firearm on or about his or her person within a vehicle into the parking area and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area. For purposes of this exception, "case" includes a glove compartment or console that completely encloses the concealed firearm or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other container.

#### CONCEALED CARRY IN A PROHIBITED PARKING LOT

A licensee may carry a concealed firearm in the immediate area surrounding his or her vehicle within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk, ~~provided the licensee ensures the concealed firearm is unloaded prior to exiting the vehicle.~~

#### POSTING OF SIGNS

The District shall post signs stating that the carrying of firearms is prohibited and these signs shall be clearly and conspicuously posted at the entrance to District buildings, premises, or real property specified as a prohibited areas. Signs shall be of a uniform design and shall comply with established state regulations as to size and content.

#### SUSPENSION OF CONCEALED CARRY LICENSE

Student and licensees are hereby notified that a concealed carry license shall be suspended by the appropriate authorities if an order of protection, including an emergency order of protection, plenary order of protection, or interim order of protection under Article 112A of the Code of Criminal Procedure of 1963 or under the Illinois Domestic Violence Act of 1986, is issued against a licensee.

Students and licensees shall not carry a concealed firearm while under the influence of alcohol, other drug or drugs, intoxicating compound or combination of compounds, or any combination thereof, under the standards set forth in subsection (a) of Section 11-501 of the Illinois Vehicle Code.

**Board Action:** Trustee Gary Carter made a motion to waive second reading and approve the foregoing revisions to the policies. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #7 – “Policy Second Readings”** – None.

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

**#8-A. Final Property Tax Agreement with Marathon 2015-2018:** The CEO reviewed the Final draft of a property tax agreement with Marathon covering the years 2015-2018. The CEO recommended approval of the following agreement.

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

THIS ROBINSON REFINERY REAL PROPERTY TAX ASSESSMENT SETTLEMENT AGREEMENT (“Agreement”) is made as of the \_\_\_ day of October, 2015, by and between Marathon Petroleum Company LP (“Marathon”), Crawford County, Robinson Township, Robinson Township Road District, Illinois Eastern Community College District No. 529, Robinson Community Unit School District No. 2, Robinson Public Library District, Robinson Township Fire Protection District, Crawford County Hospital District, Crawford County Forest Preserve District, and the Crawford County Airport Authority (collectively, the “Taxing Districts”), the Crawford County Treasurer (the “Treasurer”), the Supervisor of Assessments of Crawford County (the “Supervisor of Assessments”), and the Crawford County Board of Review (the “Board of Review”).

WITNESSETH

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

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

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

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

WHEREAS, certain disputes and litigation as to the 2014 aggregate equalized assessed value of the Pollution Control Facilities are currently pending before the Illinois Department of Revenue (the “IDOR”) captioned as *Robinson Community Unit School District No. 2 v. The Department of Revenue of the State of Illinois and Marathon Robinson Refinery* under Case No. 15-PT-015 (the “IDOR Case”); and

WHEREAS, the Parties desire to settle certain disputes concerning the 2014 aggregate equalized assessed value of the Pollution Control Facilities and further wish to settle certain issues relating to future equalized assessed values of the Refinery and the Pollution Control Facilities, all in accordance with the terms of this Agreement; and

WHEREAS, the Parties intend to fully compromise, settle and resolve all disputes concerning the assessment of the Refinery and the Pollution Control Facilities for tax years 2014, 2015, 2016, 2017 and 2018; and

WHEREAS, pursuant to the Robinson/Crawford County Enterprise Zone Ordinance the property taxes associated with the increase in assessed value resulting directly from the construction of a new laboratory at the Refinery were abated for tax year 2014 and are to be abated for tax years 2015, 2016, 2017 and 2018; and

WHEREAS, the assessed value associated with the new laboratory was set at \$2,248,259 for tax year 2014 and will remain at that amount for tax years 2015, 2016, 2017 and 2018 (the “Laboratory Abatement Amount”); and

WHEREAS, in consideration of this Agreement and the dismissal of the IDOR Case, Marathon has agreed to make cash payments in lieu of taxes, in addition to the real property taxes for the Refinery and the Pollution Control Facilities based on the values listed under enumerated paragraph 3(a), in the amount of Two Million Dollars (\$2,000,000.00) to the Treasurer for the benefit of the Taxing Districts; and

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

WHEREAS, the Supervisor of Assessments and Board of Review execute this Agreement solely for the purpose of agreeing to implement the terms of **Paragraph 3** of this Agreement as requested by the Parties; and

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

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

1. The recitals set forth above are incorporated herein as an agreed statement of facts and the Parties stipulate that they are true and correct.

2. Within thirty (30) days of approval of this Agreement by all of the Parties hereto, as measured by the last Party to affix its signature to this Agreement, Robinson Community Unit School District No. 2 and Marathon shall file a stipulation dismissing with prejudice the IDOR Case.

3. Except as provided for in **Paragraph 3(c)**, for tax years 2015 through 2018, the Aggregate Equalized Assessed Value, the Laboratory Abatement Amount, and the Net Taxable Value of the Refinery shall be set at the following values:

(a) **Tax Year 2015**

Aggregate Equalized Assessed Value:	
PIN 05-1-34-000-021-000	\$191,779,901
PIN 05-1-34-100-021-000	<u>\$ 826,393</u>
TOTAL	\$192,606,294
Laboratory Abatement Amount:	
PIN 05-1-34-000-021-000	\$ 2,248,259
PIN 05-1-34-100-021-000	<u>\$ 0</u>
TOTAL	\$ 2,248,259
Net Taxable Value:	
PIN 05-1-34-000-021-000	\$189,531,642
PIN 05-1-34-100-021-000	<u>\$ 826,393</u>
TOTAL	\$190,358,035

**Tax Year 2016**

Aggregate Equalized Assessed Value:	
PIN 05-1-34-000-021-000	\$193,675,217
PIN 05-1-34-100-021-000	<u>\$ 834,657</u>
TOTAL	\$194,509,874
Laboratory Abatement Amount:	
PIN 05-1-34-000-021-000	\$ 2,248,259
PIN 05-1-34-100-021-000	<u>\$ 0</u>
TOTAL	\$ 2,248,259
Net Taxable Value:	
PIN 05-1-34-000-021-000	\$191,426,958
PIN 05-1-34-100-021-000	<u>\$ 834,657</u>
TOTAL	\$192,261,615

**Tax Year 2017**

Aggregate Equalized Assessed Value:	
PIN 05-1-34-000-021-000	\$195,589,486
PIN 05-1-34-100-021-000	<u>\$ 843,004</u>
TOTAL	\$196,432,490
Laboratory Abatement Amount:	
PIN 05-1-34-000-021-000	\$ 2,248,259
PIN 05-1-34-100-021-000	<u>\$ 0</u>

TOTAL	\$ 2,248,259
Net Taxable Value:	
PIN 05-1-34-000-021-000	\$193,341,227
PIN 05-1-34-100-021-000	\$ <u>843,004</u>
TOTAL	\$194,184,231

**Tax Year 2018**

Aggregate Equalized Assessed Value:

PIN 05-1-34-000-021-000	\$197,522,898
PIN 05-1-34-100-021-000	\$ <u>851,434</u>
TOTAL	\$198,374,332

Laboratory Abatement Amount:

PIN 05-1-34-000-021-000	\$ 2,248,259
PIN 05-1-34-100-021-000	\$ <u>0</u>
TOTAL	\$ 2,248,259

Net Taxable Value:

PIN 05-1-34-000-021-000	\$195,274,639
PIN 05-1-34-100-021-000	\$ <u>851,434</u>
TOTAL	\$196,126,073

- (b) It is the intent of the Parties that the equalized assessed values specified in **Paragraph 3(a)** above will be the final assessments after imposition of all multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois would result in an equalized assessed value which differs from the amount specified in this Agreement, the Parties shall make all efforts to correct the assessed value by any statutory means available (such as Certificate of Error) or other means prior to the due date of tax payments.
- (c) The aggregate equalized assessed values set forth in **Paragraph 3(a)** above do not include the value of any new improvements, replacements, or additions to the Refinery under construction as of January 1, 2015 or any new improvements, replacements, or additions to the Refinery on which construction commences after January 1, 2015. Any new improvements, replacements, or additions to the Refinery completed subsequent to January 1, 2015 shall be assessed by the Supervisor of Assessments in the year first following completion of the new improvement, replacement, or addition. However, the taxes attributable to the resulting increase in assessed value shall be abated pursuant to the Robinson/Crawford County Enterprise Zone Ordinance. Furthermore, the aggregate equalized assessed values set for in Paragraph 3(a) above shall not be reduced as the result of any new or additional items at the Refinery being certified as pollution control facilities by the Illinois Pollution Control Board.
- (d) For tax years 2019 and thereafter, the aggregate equalized assessed value of the Refinery shall be determined in accordance with the provisions of the Illinois Property Tax Code. The terms and conditions of this Agreement shall not affect the determination of the equalized assessed value, or bar any Party from advocating any value for: (1) new improvements, replacements, or additions to the Refinery under construction as of January 1, 2015; (2) any new improvements, replacements, or additions to the Refinery on which construction commences after January 1, 2015; (3) the Refinery as a whole; or (4) the Pollution Control Facilities, after tax year 2018.

4. For tax years 2015 through 2018, the aggregate equalized assessed value of the Pollution Control Facilities shall be as determined and published by the Illinois Department of Revenue.

5. In addition to the real property taxes billed to Marathon for the Refinery and the Pollution Control Facilities based on the values listed under enumerated paragraph 3(a), Marathon shall make two (2) cash payments, in lieu of taxes and in consideration of this Agreement and the dismissal of the IDOR Case, each in the amount of One Million Dollars (\$1,000,000.00) directly to the Treasurer for the benefit of the Taxing Districts. The first One Million Dollar (\$1,000,000.00) cash payment shall be made by Marathon to the Treasurer thirty (30) days after dismissal of the IDOR Case with prejudice or December 1, 2015 whichever is the later to occur. The second One Million Dollar (\$1,000,000.00) cash payment shall be made by Marathon to the Treasurer on December 1, 2016. The Treasurer shall distribute the cash payments received from Marathon to the Taxing Districts pursuant to the terms of the Robinson Refinery Real Property Tax Assessment Settlement Intergovernmental Agreement entered into between the Treasurer and the Taxing Districts.

6. The Parties agree that if any legislative or administrative changes occur in any statutes, laws, rules, regulations, or by court or administrative decisions which would have an effect of increasing or decreasing the equalized assessed value of the Refinery, the equalized assessed value of the Refinery shall remain as specified in this Agreement for tax years 2015 through 2018. The Parties further agree to cooperate in the pursuit of a legal or administrative remedy so as to achieve the equalized assessed values provided in **Paragraph 3(a)** above. The equalized assessed values set forth in **Paragraph 3(a)** above do not include the value of any improvements, which have been certified by the Illinois Pollution Control Board as pollution control facilities.

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

8. The Parties agree not to challenge the terms of this Agreement, directly or indirectly, and shall not provide any financial support for litigation or otherwise participate directly or indirectly in litigation seeking to increase or decrease the assessed values set in conformity with **Paragraphs 3 and 4**, or to increase or decrease any tax payments or cash payments made or to be made by Marathon as a result of this Agreement. Notwithstanding the forgoing, if any non-party to this Agreement files an appeal, complaint or petition seeking to increase or decrease the assessed value of the Refinery, the assessed value of the Pollution Control Facilities, or the cash payments to be made by Marathon above or below the amount specified in this Agreement, then the Parties shall have the right and obligation to appear in the proceeding for the purpose of advising the court or administrative agency that they support the validity and enforceability of this Agreement and the assessments, taxes, and cash payments made or to be made by Marathon as a result of this Agreement. If the Taxing Districts, or any of them, file an appeal, complaint or petition seeking to increase the assessment of the Refinery or the Pollution Control Facilities or the cash payments to be made by Marathon, Marathon shall have the right to intervene in any such proceedings to enforce the terms of this Agreement and to respond to any and all such allegations. If Marathon files an appeal, complaint or petition seeking to decrease the assessment of the Refinery or the Pollution Control Facilities or the cash payments to be made by Marathon, any one or more of the Taxing Districts shall have the right to intervene in any such proceedings to enforce the terms of this Agreement and to respond to any and all such allegations.

9. The Agreement shall be in full force and effect until December 31, 2019. Notwithstanding termination of this Agreement:

- (a) Each Party may exercise its rights under this Agreement and each Party shall have all its obligations under this Agreement after December 31, 2019 but only with respect to levies, assessments and taxes or litigation associated therewith for tax years 2015 through 2018; and
- (b) Each Party may initiate litigation with regard to any claim of breach of any terms or conditions of this Agreement by any other Party within the applicable time



period of any statute of limitations or statute of repose, but in no event later than December 31, 2019; and

- (c) It is expressly understood that prior to termination of this Agreement any Party to this Agreement has the right to prepare for matters relating to the assessed valuation of the Refinery and Pollution Control Facilities for tax years 2019 and thereafter.

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

11. Marathon shall not file, nor be a party to, nor provide any financial support to, any tax rate objection or tax objection complaint against any of the Taxing Districts for tax years 2014 through 2018.

12. The Parties acknowledge that the assessments set forth in **Paragraph 3(a)** are the result of a compromise of disputes relating to the real property tax assessment of the Refinery and the Pollution Control Facilities. The terms and conditions of this Agreement shall not affect the determination of the equalized assessed value, or bar any Party from advocating any value of the Refinery or Pollution Control Facilities, after tax year 2018.

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

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

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

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

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

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

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

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

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

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

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

**Marathon Petroleum Company LP**

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

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

**Crawford County**

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

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

**Robinson Township Road District**

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

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

**Robinson Township Fire Protection District**

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

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

**Crawford County Airport Authority**

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

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

**Crawford County Board of Review**

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

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

**Supervisor of Assessments of Crawford County**

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

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

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

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

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

**Robinson Township**

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

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

**Robinson Public Library District**

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

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

**Crawford County Hospital District**

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

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

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

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

Title: Chief Executive Officer

**Crawford County Forest Preserve District**

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

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

**Crawford County Treasurer**

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

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

**Board Action:** Trustee Brenda Culver made a motion to approve the Final Property Tax Agreement with Marathon for the years 2015-2018 as recommended. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Intergovernmental Agreement Concerning the Robinson Refinery Property Tax Assessment Settlement:**

As part of the agreement on the Assessment of the Robinson Marathon Refinery, the taxing districts involved have agreed with the Crawford County Treasurer that payments made by Marathon Refinery, in addition to property taxes, shall be distributed as set forth in the following intergovernmental agreement. The CEO recommended approval of the Intergovernmental Agreement Concerning the Robinson Refinery Property Tax Assessment Settlement.

**ROBINSON REFINERY REAL PROPERTY TAX ASSESSMENT SETTLEMENT INTERGOVERNMENTAL AGREEMENT**

THIS ROBINSON REFINERY REAL PROPERTY TAX ASSESSMENT INTERGOVERNMENTAL AGREEMENT (“Intergovernmental Agreement”) is made as of the \_\_\_\_ day of October, 2015, by and between the Crawford County Treasurer (the “Treasurer”), Crawford County, Robinson Township, Robinson Township Road District, Illinois Eastern Community College No. 529, Robinson Community Unit School District No. 2, Robinson Public Library District, Robinson Township Fire Protection District, Crawford County Hospital District, Crawford County Forest Preserve District, and the Crawford County Airport Authority (collectively, the “Taxing Districts”).

WITNESSETH

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

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

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

WHEREAS, Marathon, the Taxing Districts, the Treasurer, the Supervisor of Assessments of Crawford County, and the Crawford County Board of Review voluntarily entered into the Marathon Petroleum Company LP Robinson Refinery Real Property Tax Assessment Settlement Agreement (the “Settlement Agreement”) attached hereto as Exhibit 1 in order to settle certain disputes concerning the 2014 aggregate equalized assessed value of the Pollution Control Facilities and certain issues relating to the future equalized assessed values of the Refinery and the Pollution Control Facilities; and

WHEREAS, in consideration of the Settlement Agreement and the dismissal of certain litigation currently pending before the Illinois Department of Revenue captioned *Robinson Community Unit School District No. 2 v. The Department of Revenue of the State of Illinois and Marathon Robinson Refinery* under Case No. 15-PT-015 (the “IDOR Case”), Marathon has agreed to make certain cash payments, in addition to the real property taxes for the Refinery and the Pollution Control Facilities, to the Treasurer for the benefit of the Taxing Districts; and

WHEREAS, pursuant to the terms of the Settlement Agreement, Marathon is required to make two (2) cash payments, each in the amount of One Million Dollars (\$1,000,000.00), directly to the Treasurer for the benefit of the Taxing Districts with the first One Million Dollar (\$1,000,000.00) cash payment to be made by Marathon to the Treasurer thirty (30) days after dismissal of the IDOR Case with prejudice or December 1, 2015, whichever is the later to occur, and the second One Million Dollar (\$1,000,000.00) cash payment to be made by Marathon to the Treasurer on December 1, 2016; and

WHEREAS, pursuant to the terms of the Settlement Agreement, the Treasurer has agreed to distribute the cash payments received from Marathon to the Taxing Districts pursuant to the terms of this Intergovernmental Agreement; and

WHEREAS, the Treasurer and the Taxing Districts now voluntarily enter into this Intergovernmental Agreement pursuant to Article VII, Section 10(a) of the Illinois Constitution (Ill. Const. Art. VII, §10(a)), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*), and all other applicable authority of the Treasurer and the Taxing Districts.

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

1. The recitals set forth above are incorporated herein as an agreed statement of facts and the Parties stipulate that they are true and correct.

2. Within thirty (30) days of receipt of the first One Million Dollar (\$1,000,000.00) cash payment in addition to taxes from Marathon, the Treasurer shall distribute those proceeds to the Taxing Districts as follows:

- (a) The Treasurer shall make a cash payment in the amount of \$135,218.95 to Crawford County. Such payment shall be made payable to the Crawford County Collector.
- (b) The Treasurer shall make a cash payment in the amount of \$29,468.60 to Robinson Township. Such payment shall be made payable c/o Larry McCoy Robinson Township.

- (c) The Treasurer shall make a cash payment in the amount of \$38,896.68 to Robinson Township Road District. Such payment shall be made payable c/o Larry McCoy Robinson Township Road & Bridge.
- (d) The Treasurer shall make a cash payment in the amount of \$70,593.74 to Illinois Eastern Community College No. 529. Such payment shall be made payable to IECC District #529.
- (e) The Treasurer shall make a cash payment in the amount of \$622,565.05 to Robinson Community Unit School District No. 2. Such payment shall be made payable to Community Unit #2.
- (f) The Treasurer shall make a cash payment in the amount of \$28,159.58 to Robinson Public Library District. Such payment shall be made payable to Robinson Public Library District.
- (g) The Treasurer shall make a cash payment in the amount of \$55,197.13 to Robinson Township Fire Protection District. Such payment shall be made payable to Robinson Fire Protection District.
- (h) The Treasurer shall make a cash payment in the amount of \$8,321.65 to Crawford County Hospital District. Such payment shall be made payable to Crawford Memorial Hospital.
- (i) The Treasurer shall make a cash payment in the amount of \$1,885.62 to Crawford County Forest Preserve District. Such payment shall be made payable to the Crawford County Collector.
- (j) The Treasurer shall make a cash payment in the amount of \$9,693.00 to Crawford County Airport Authority. Such payment shall be made payable c/o David Diffenderfer Crawford County Airport Authority.

3. Within thirty (30) days of receipt of the second One Million Dollar (\$1,000,000.00) cash payment in addition to taxes from Marathon, the Treasurer shall distribute those proceeds to the Taxing Districts as follows:

- (a) The Treasurer shall make a cash payment in the amount of \$135,218.95 to Crawford County. Such payment shall be made payable to the Crawford County Collector.
- (b) The Treasurer shall make a cash payment in the amount of \$29,468.60 to Robinson Township. Such payment shall be made payable c/o Larry McCoy Robinson Township.
- (c) The Treasurer shall make a cash payment in the amount of \$38,896.68 to Robinson Township Road District. Such payment shall be made payable c/o Larry McCoy Robinson Township Road & Bridge.
- (d) The Treasurer shall make a cash payment in the amount of \$70,593.74 to Illinois Eastern Community College No. 529. Such payment shall be made payable to IECC District #529.
- (e) The Treasurer shall make a cash payment in the amount of \$622,565.05 to Robinson Community Unit School District No. 2. Such payment shall be made payable to Community Unit #2.
- (f) The Treasurer shall make a cash payment in the amount of \$28,159.58 to Robinson Public Library District. Such payment shall be made payable to Robinson Public Library District.
- (g) The Treasurer shall make a cash payment in the amount of \$55,197.13 to Robinson Township Fire Protection District. Such payment shall be made payable to Robinson Fire Protection District.
- (h) The Treasurer shall make a cash payment in the amount of \$8,321.65 to Crawford County Hospital District. Such payment shall be made payable to Crawford Memorial Hospital.
- (i) The Treasurer shall make a cash payment in the amount of \$1,885.62 to Crawford County Forest Preserve District. Such payment shall be made payable to the Crawford County Collector.

(j) The Treasurer shall make a cash payment in the amount of \$9,693.00 to Crawford County Airport Authority. Such payment shall be made payable c/o David Diffenderfer Crawford County Airport Authority.

4. This Intergovernmental Agreement shall remain in full force and effect until forty-five (45) days following receipt by the Taxing Districts of the distributions from the Treasurer provided for in **Paragraphs 2 and 3**, above.

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

6. The execution of this Intergovernmental Agreement has been duly authorized by the governing Board of each of the Taxing Districts and by the Treasurer.

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

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

9. This Intergovernmental Agreement and any exhibits hereto contain the complete and entire agreement of the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may be related in any way to the subject matter hereof.

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

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

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

**Crawford County Treasurer**

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

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

**Crawford County**

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

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

**Robinson Township Road District**

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

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

**Robinson Township Fire Protection District**

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

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

**Crawford County Airport Authority**

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

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

**Crawford County Forest Preserve District**

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

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

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

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

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

**Robinson Township**

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

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

**Robinson Public Library District**

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

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

**Crawford County Hospital District**

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

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

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

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

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

**Board Action:** Trustee Al Henager made a motion to approve the Intergovernmental Agreement Concerning the Robinson Refinery Property Tax Assessment Settlement as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. City of Flora and Villages of Clay City, Louisville and Xenia Enterprise Zone:**

The Clay County Board, and the Villages of Clay City, Louisville, and Xenia have requested to be included in the City of Flora Enterprise Zone application that now includes all of Clay County. This resolution only abates taxes in the City of Flora portion of said Enterprise Zone. The CEO recommended that the City of Flora and Villages of Clay City, Louisville and Xenia Enterprise Zone be approved as follows:

RESOLUTION NO. 10-20-2015

**RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENT  
FOR INDUSTRIAL PROPERTY IMPROVEMENTS IN THE  
CITY OF FLORA PORTION OF THE  
FLORA/CLAY COUNTY ENTERPRISE ZONE**

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WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity will be asked to designate an area of the City of Flora as an Enterprise Zone under the provisions of the Illinois Enterprise Zone Act (Ch. 67 ½, Illinois Revised Statutes, Par. 601 et. seq.) effective for a fifteen (15) year period upon approval and designation of the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, upon the above mentioned approval and certification, the City of Flora's designating Ordinance No. \_\_\_\_\_ will provide for property tax abatements on commercial, industrial and residential property attributable to new construction, expansion or rehabilitation of existing construction within such parcels comprising the City of Flora portion of said Enterprise Zone if a taxing district has ordered an abatement of said taxes; and

WHEREAS, said property tax abatement is established as an incentive to stimulate commercial and industrial construction, expansion and/or rehabilitation in order to create and/or retain jobs within the private sector of the local and regional economy; and

WHEREAS, said property tax abatement is established as an incentive to promote residential construction, expansion and/or rehabilitation in order to encourage the stabilization, revitalization and elimination of blighting influences within residential neighborhoods of the City of Flora; and

WHEREAS, this public taxing district finds that the Enterprise Zone designation will serve the interest of all local taxing authorities and the entire community by stimulating economic revitalization.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT # 529, CLARK COUNTY, CLAY COUNTY, CRAWFORD COUNTY, CUMBERLAND COUNTY, EDWARDS COUNTY, HAMILTON COUNTY, JASPER COUNTY, LAWRENCE COUNTY, RICHLAND COUNTY, WABASH COUNTY, WAYNE COUNTY AND WHITE COUNTY, ILLINOIS as follows:

**Section I.** That the College District hereby agrees to a partial abatement for ten (10) years, pursuant to Section 643 (e) of the Revenue Act of 1939, as amended, that a portion of their taxes on industrial real property (real estate) located in the City of Flora Enterprise Zone resulting from an increase in assessed valuation which is attributable to physical improvements on the property.

**Section II.** The College District will agree to take the necessary steps to direct the Clay County Clerk to abate fifty (50) percent of that portion of the property (real estate) tax due to Illinois Eastern Community College District # 529 which is attributable to new construction, expansion and/or

rehabilitation of existing construction on any industrial properties located within the boundaries of the aforesaid contemplated Enterprise Zone. Any eligible industrial property which has had new construction, expansion or rehabilitation completed after January 1, 2017, and before January 1, 2032, assuming said Enterprise Zone is approved and designated by the State of Illinois and the Department of Commerce and Economic Opportunity, shall then be eligible for a tax abatement.

Section III. The Original and Two certified copies of this Resolution, assuring reviewing authorities of the intent of this public taxing District to participate in the efforts designed to stimulate economic revitalization, shall be submitted to the City of Flora to accompany the Enterprise Zone Designation application to establish the local Enterprise Zone above referenced per the aforesaid Illinois Enterprise Zone Act.

**Board Action:** Trustee Brenda Culver made a motion to approve the City of Flora and Villages of Clay City, Louisville, and Xenia Enterprise zone as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-D. Employee Background Check Vendor :** To meet requirements set forth by the District's insurance carrier, the District conducts a criminal background check on each new hire. The CEO recommended approval of Bushue Human Resources as the District's Background Check vendor.

**Board Action:** Student Trustee Drew Halter made a motion to approve Bushue Human Resources as the vendor for background checks as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. Childcare Agreement with Wabash General Hospital:** Wabash General Hospital has proposed an agreement with WVC's Small World Childcare Development Center as a part of Wabash General Hospital's business continuity plan. The CEO recommended approval of the following agreement with Wabash General Hospital.

Childcare Agreement  
Between  
Wabash General Hospital  
AND  
Illinois Eastern Community College/Wabash Valley College  
Small World Child Development Center

Wabash General Hospital, 1418 College Drive, Mount Carmel, IL, and Illinois Community College District #529/ Wabash Valley College Small World Child Development Center (hereinafter "Small World"), located at 2200 College Drive, Mount Carmel, IL, agree to collaborate upon the notice provided by Hospital to provide temporary childcare services and equipment (description) in the event of a disaster affecting Wabash General Hospital.

Wabash General Hospital, through its existing agreements, shall arrange for safe transportation, if required, of all children, supplies, and documents to support the temporary management of childcare services and equipment to Small World.

Coordination and communication of this arrangement shall be accomplished through direct contact between the Wabash General Hospital CEO, or designee, and the designee of the organization this agreement is with.

This agreement does not mandate or require any action by either party, but does ensure a spirit of cooperation between organizations in the event that a disaster occurs which severely limits Wabash General Hospital's ability to provide care and treatment to its community residents. Wabash General Hospital, through its insurance agents and agreements, is solely responsible for the care and conduct of its staff during this temporary arrangement and shall hold harmless all officers and members of Illinois Eastern Community Colleges from any liability, damages, and claims sought by parties during this temporary arrangement.

The provision for childcare services and equipment shall only exist until such time that arrangements can be made to safely transfer or discontinue the care/treatment/use of equipment of said parties.

This agreement shall remain in effect until either party notifies the other party of the intent to terminate this agreement with a 30 day written notice.

**Board Action:** Trustee Gary Carter made a motion to approve the Childcare Agreement with Wabash General Hospital, as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. Employee Health and Dental Insurance Renewal:** Blue Cross Blue Shield (BCBS) has proposed an overall 15.3% average rate increase for District employees' health coverage and a 1.9% decrease in dental rates.

Beginning in calendar year 2010, the District implemented a "Qualified High Deductible Health Plan" (QHDHP) to hold down the cost of providing health care coverage to District employees and to reduce the size of annual health insurance premium increases. The District also created Health Savings Accounts (HSA) and implemented a Medical Reimbursement Plan (MRP) for eligible employees.

The administration believes the District's QHDHP and MRP have been successful in reducing the size of increases of the District's annual health care premiums by promoting consumerism and stressing employee ownership in their ability to affect premiums. The recent history of the District's health rate increases follow:

January 1, 2011 – December 31, 2011	8.5% Increase
January 1, 2012 – December 31, 2012	7.2% Increase
January 1, 2013 – December 30, 2013	5.6% Increase
January 1, 2014 – December 30, 2014	12.3% Increase (Includes 3.3% for ACA)
January 1, 2015 – December 30, 2015	(5.6%) Decrease
January 1, 2016 – December 30, 2016	15.3% Increase

BCBS has proposed a 1.9% decrease in dental premiums. The District's dental plan covers all full-time employees. The dental renewal rates are comparable to the rates three years ago.

The January 1, 2016 renewal for BCBS will also include language that continues to include Level 2 employees to the group of employees eligible for health insurance coverage. Level 2 employees are employees who average between 30 – 39.99 hours of service per week. These employees are eligible for health insurance benefits and they pay 9% of gross wages towards the cost of the premium for the District plan.

The CEO recommended acceptance of the renewal as proposed by Blue Cross Blue Shield of Illinois, to be effective January 1, 2016 to December 31, 2016. .

**Board Action:** Trustee Brenda Culver made a motion to accept the renewal as proposed by BCBS of Illinois, to be effective January 1, 2016 to December 31, 2016, as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory



vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. Health Savings Accounts, Calendar Year 2016:** Beginning in calendar year 2010, the Board had approved the offering of a Qualified High Deductible Health Plan (District Plan) to all non-faculty employees. The Board implemented a plan allowing Health Savings Accounts (HSA) that enabled qualified employees in the District Plan to set aside money in pre-tax dollars.

Bargaining unit faculty are eligible to participate in the HSA program. Pursuant to the current bargaining unit faculty contract, the Board agreed to a \$1,000 HSA contribution for both calendar years 2015 and 2016 for faculty. Since the HSA program requires equal contributions, the Board will also need to contribute \$1,000 to each non-bargaining unit employee's HSA. This contribution would be only for non-bargaining unit employees working at least 40 hours of service per week.

The Board normally establishes the amount of the District's contribution to the District Plan participant's HSA prior to the beginning of the open enrollment period which will begin the end of October and run through early December. Recent contributions to qualified employees' HSA are shown below:

Calendar Year 2012 -	\$1,000
Calendar Year 2013 -	\$1,000
Calendar Year 2014 -	\$1,000
Calendar Year 2015 -	\$1,000
Calendar Year 2016 -	\$1,000 (Recommended)

The CEO recommended approval of a \$1,000 Health Savings Account contribution, effective January 1, 2016, for all bargaining unit faculty members and all non-bargaining unit employees working at least 40 hours of service per week.

**Board Action:** Trustee Gary Carter made a motion to approve a \$1,000 Health Savings Account contribution, effective January 1, 2016, for all bargaining unit faculty members and all non-bargaining unit employees working at least 40 hours of service per week. Student Trustee Drew Halter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-H Annual Financial Report:** Pursuant to Section 3-22.2 of the Public Community College Act, each district is required to annually publish a financial statement prior to November 15<sup>th</sup> in a newspaper of general circulation in the district. A copy of this publication must be filed with the Illinois Community College Board by December 1<sup>st</sup>. The CEO recommended approval of the following Annual Financial Report to be published and filed with the Illinois Community College Board.

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529**

**ANNUAL FINANCIAL REPORT  
For the Fiscal Year Ended June 30,2015**

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

Total District Assessed Valuation:	\$1,355,971,691
Total District Bonded Debt:	\$ 6,210,000

Tax Revenues:	<u>Extensions</u>	<u>Rates</u>
Education Fund	\$ 2,372,951	0.00175
Operations and Maintenance Fund	\$ 1,016,979	0.00075
Bond and Interest Fund	\$ 2,126,537	0.00157
Liability, Protection, and Settlement Fund	\$ 654,180	0.00048
Audit Fund	\$ 67,780	0.00005

**STATEMENT OF REVENUE AND EXPENDITURES  
For the Fiscal Year Ended 2015**

<u>REVENUE BY SOURCE</u>	<u>Education Fund</u>	<u>Operations &amp; Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Other Tax Funds</u>
Local Government	2,829,463	1,212,388	1,740,077	5,232,586
State Government	11,255,911	1,700,243	-	1,397,281
Federal Government	-	-	-	-
Student Tuition and Fees	12,760,302	-	-	-
Other Sources	302,266	186,726	6,933	183,920
<b>TOTAL REVENUE</b>	<b>27,147,942</b>	<b>3,099,357</b>	<b>1,747,010</b>	<b>6,813,787</b>
 <u>EXPENDITURES BY PROGRAM</u>				
Instruction	12,434,222	-	-	-
Academic Support	488,613	-	-	-
Student Services	1,912,035	-	-	-
Public Services	66,440	-	-	-
Auxiliary Enterprises	117	-	-	27
Operation and Maintenance of Plant	62,631	3,009,123	-	4,690
Institutional Support	5,474,388	10,043	2,001,075	4,036,560
Scholarships, Student Grants, and Waivers	6,837,162	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>27,275,608</b>	<b>3,019,166</b>	<b>2,001,075</b>	<b>4,041,277</b>
OTHER FINANCING USES: Operating Transfers-In / (Out)	(1,273,376)	-	-	-
<b>FUND BALANCE (Deficit), June 30, 2015</b>	<b>16,735,178</b>	<b>5,162,525</b>	<b>180,458</b>	<b>3,956,990</b>

Illinois Eastern Community Colleges offers a wide variety of educational opportunities.

Frontier Community College, Lincoln Trail College, Olney Central College and Wabash Valley College offer degrees in Associate in Arts, Associate in Science, Associate in General Studies, Associate in Science and Arts, Certificate in General Studies and Certificates in (8) eight Vocational Skills areas.

In addition, Frontier Community College offers (37) thirty-seven Certificates in Career and Technical Education and (10) ten Associate in Applied Science degrees. Frontier delivers the above offerings to (5) five of the Counties of Illinois Eastern Community College District No. 529.

Lincoln Trail College offers (24) twenty-four Certificates in Career and Technical Education and (13) thirteen Associate in Applied Science Degrees in Career and Technical Education.

Olney Central College offers (29) twenty-nine Certificates in Career and Technical Education and (15) fifteen Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (31) thirty-one Certificates in Career and Technical Education and (16) sixteen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

Headcount: 30,968	Full-time Equivalent: 4,517
Staff Data: Full-time 300	Part-time: 775

All accounts of said Illinois Eastern Community College District No. 529 were audited by Clifton Larson Allen, LLP, Certified Public Accountants, for the fiscal year July 1, 2014 through June 30, 2015.

Dated at Olney, Illinois, this 20th day of October 2015.

Chairman, Board of Trustees: \_\_\_\_\_  
G. Andrew Fischer

Secretary, Board of Trustees: \_\_\_\_\_  
Renee Smith

Treasurer, Board of Trustees: \_\_\_\_\_  
Roger Browning

It is the policy of the Board of Trustees of Illinois Eastern Community Colleges not to discriminate on the basis of race, color, religion, sex, age, disability, or national origin. Illinois Eastern Community Colleges operates pursuant to all applicable laws relating to the Americans with Disabilities Act, PL 101-336. Inquiries regarding compliance with the policy may be directed to:

Equal Opportunity Officers:

Bonnie Chaplin, IECC District Office, Olney, IL  
Paul Bruinsma, Frontier Community College, Fairfield, IL  
David Carpenter, Lincoln Trail College, Robinson, IL  
Adam Greathouse, Olney Central College, Olney, IL  
Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

**Board Action:** Trustee Brenda Culver made a motion to accept the Annual Financial Report as presented. Trustee Al Henager seconded the motion and on a recorded roll call ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-I. Resolution of Intent to Levy an Additional Tax:** Section 3-14.3 of the Public Community College Act allows districts eligible for Equalization grants to levy up to the combined statewide average tax rate for educational and operations and maintenance purposes, if they currently are levying less than that amount. The Illinois Community College Board has certified that Illinois Eastern Community College District #529 is eligible levy this additional tax. The additional tax rate allowed is 4.63 cents and the amount of the additional tax revenue would be \$609,655.00. The CEO recommended adoption of the following resolution declaring the intention of IECC to levy an additional tax for educational and operational and maintenance purposes.

RESOLUTION declaring the intention of Illinois Eastern Community College District # 529 to avail of the provisions of Article 3 of the Public Community College Act of the State of Illinois, as amended, and to levy an additional tax for the purpose of increasing the total taxing authority of the district to the most recently reported statewide average actual levy rate for educational and operations and maintenance purposes, and directing that notice of such intention be published as provided by law.

\* \* \*

WHEREAS, pursuant to the provisions of Article 3 of the Public Community College Act of the State of Illinois, as amended (the “Act”), 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”), is authorized to levy an additional tax for the purpose of increasing the total taxing authority of the district to the most recently reported statewide average actual levy rate for educational and operations and maintenance purposes ; and

WHEREAS, the District has recently been notified by the Illinois Community College Board that the actual combined statewide average levy rate for educational and operations and maintenance purposes is 29.63 cents per \$ 100 of equalized assessed valuation; and

WHEREAS, the current combined maximum authorized levy rate for educational and operations and maintenance purposes is 25.0 cents per \$ 100 of equalized assessed valuation; and

WHEREAS, before the additional tax can be levied pursuant to the Act, the Board must adopt a resolution declaring its intention to levy such additional tax for the purpose of increasing the total taxing authority of the district to the most recently reported statewide average actual levy rate for educational and operations and maintenance purposes and direct that notice of such intention to levy the additional tax be given as provided by law; and

NOW, THEREFORE, Be It and It Is Hereby Resolved by 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, as follows:

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

*Section 2. Additional tax levy rate.* It is hereby found, determined and declared that the maximum combined authorized tax levy rate of the District for education and operations and maintenance purposes is less than the statewide average actual levy rate for educational and operations and maintenance purposes.

*Section 3. Declaration of Intent.* The Board does hereby determine and declare its intention to avail the provisions of Article 3 of the Act and to levy an additional tax in the amount of \$609,655 upon the taxable property of the district.

*Section 4. Notice of Intent.* Notice of said intention to avail of the provisions of Article 3 of the Act and to levy such additional tax shall be given by publication of such notice once in the *Olny Daily Mail*, the same being a newspaper of general circulation in the District.

*Section 5. Form of Notice.* The notice of intention to levy such additional tax shall be in substantially the following form:

**NOTICE OF INTENTION 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 LEVY AN ADDITIONAL TAX FOR EDUCATION AND OPERATIONS AND MAINTENANCE**

PUBLIC NOTICE is hereby given that on the 20th day of October, 2015, 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"), adopted a resolution declaring its intention to levy an additional tax in the amount of \$609,655 upon the taxable property of the district to avail the Board of the provisions of Article 3 (Section 3-14 to 3-14.3, inclusive) of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, in order to increase the total taxing authority of the district to the most recently reported statewide average actual levy rate per \$ 100 of equalized assessed value for educational and operations and maintenance purposes .

A petition may be filed with the Secretary of the Board (the "Secretary") within thirty (30) days after the date of publication of this notice, signed by not less than 7,139 voters of the District, said number of voters being equal to ten per cent (10%) of the registered voters of the District, requesting that the proposition to levy said additional tax as authorized by the provisions of said Article 3 be submitted to the voters of the District. If such petition is filed with the Secretary within thirty (30) days after the date of publication of this notice, an election on the proposition to levy such additional tax shall be held on the 15th day of March, 2016. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the District shall thereafter be authorized to levy said additional tax for the purpose hereinabove provided.

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 this 20th day of October, 2015.

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

G. Andrew Fischer  
Chairman, Board of Trustees,  
Community College District No. 529, Counties  
of Richland, Clark, Clay, Crawford,  
Cumberland, Edwards, Hamilton, Jasper,  
Lawrence, Wabash, Wayne and White and State  
of Illinois

*Section 6. Further Proceedings.* If no petition signed by the requisite number of voters is filed with the Secretary of the Board within thirty (30) days after the date of the publication of such notice

of intention to levy such additional tax, the Board shall, by appropriate proceedings to be hereafter taken, provide for the levy to increase the total taxing authority of the district to the most recently reported statewide average actual levy rate for educational and operations and maintenance purposes.

*Section 7. 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, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 8. Repealer and Effective Date.* All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed and that this Resolution be in full force and effect forthwith upon its adoption.

Adopted October 20, 2015.

**Board Action:** Trustee Brenda Culver made a motion to adopt the Resolution of Intent to Levy an Additional Tax for educational and operational and maintenance purposes. Trustee Gary Carter seconded the motion and on a recorded roll call ordered by the Chair the following trustees voted yea: Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: John Brooks. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 4 yea votes and 1 nay votes, the Chair declared the motion carried.

**#8-J – 2015 Estimated Tax Levy Resolution:** The CFO reviewed the Estimated Tax Levy Resolution and recommended a change on the face of the document to read that a public hearing will be held November 17, 2015 at 7:00 p.m. at Frontier Community College, Fairfield, Illinois, rather than October 20, 2015 at 7:00 p.m. at Wabash Valley College, Mt. Carmel, Illinois. The CEO recommended adoption of the following resolution regarding estimated amounts necessary to be levied in 2015.

**RESOLUTION REGARDING ESTIMATED AMOUNTS  
NECESSARY TO BE LEVIED FOR THE YEAR 2015**

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2014 was:

Education Purposes	\$2,372,951
Operations and Maintenance Purposes	1,016,979
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	654,181
Audit	67,800
Other	0
Total	\$4,111,911

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2015 is as follows:

Education Purposes	\$2,467,500
Operations and Maintenance Purposes	1,057,500
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	670,000

Audit	80,000
110 ILCS 805/3-14.3 Additional Tax	609,655
Total	\$4,884,655

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2014 was \$2,126,537; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2015 is \$2,096,350.

NOW, THEREFORE, BE IT RESOLVED by the 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, State of Illinois, as follows:

**Section 1:** The aggregate amount of taxes estimated to be levied for the year 2015, exclusive of bond and interest costs, is \$4,884,655.

**Section 2:** The aggregate amount of taxes estimated to be levied for the year 2015, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2014.

**Section 3:** The aggregate amount of taxes estimated to be levied for the year 2015 for debt service is a 1% decrease over the taxes extended for debt service for 2014.

**Section 4:** Public notice shall be given in the following newspapers of general circulation in said district,

Marshall Advocate, Clark County  
 Clay County Advocate-Press, Clay County  
 Robinson Daily News, Crawford County  
 Toledo Democrat, Cumberland County  
 The Prairie Post, Edwards County  
 McLeansboro Times-Leader, Hamilton County  
 Newton Press-Mentor, Jasper County  
 Lawrenceville Daily Record, Lawrence County  
 Olney Daily Mail, Richland County  
 Daily Republican Register, Wabash County  
 Wayne County Press, Wayne County  
 Carmi Times, White County

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

**NOTICE OF PROPOSED TAX INCREASE FOR**

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2015 will be held on November 17, 2015 at 7:00 p.m. at Frontier Community College, Fairfield, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618.393.2982).

II. The corporate and special purpose property taxes extended or abated for the year 2014 were \$4,111,911.

The proposed corporate and special purpose property taxes to be levied for 2015 are \$4,884,655. This represents an 18% increase over the previous year extension.

- III. The property taxes extended for debt service for 2014 were \$2,126,537. The estimated property taxes to be levied for debt service and public building commission leases for 2015 are \$2,096,350. This represents a 1% decrease over the previous year.
- IV. The total property taxes extended or abated for 2014 were \$6,238,427. The estimated total property taxes to be levied for 2015 are \$7,011,192. This represents a 12% increase over the previous year extension.

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

**Board Action:** Trustee Gary Carter made a motion to adopt the 2015 Estimated Tax Levy Resolution as changed on the face of the resolution to read *November 17, 2015* as the date of a public hearing to approve a proposed property tax levy increase as recommended. Student Trustee Drew Harter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-K. Resolution Establishing Tax Levy Hearing:** The CEO recommended adoption of the following resolution providing for a tax levy hearing:

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2015 for taxes due and collectible in 2016:

1. Date of Fiscal Year: July 1, 2016 - June 30, 2017
2. Publication of Notice of Public Hearing on Tax Levy: After November 4, 2015 and before November 10, 2015.
3. Public Hearing on Tax Levy: November 17, 2015, at the hour of 7:00 p.m. local time, Frontier Community College, Fairfield, Illinois.
4. Adoption of Tax Levy: November 17, 2015, following the Public Hearing.

**Board Action:** Trustee Brenda Culver made a motion to adopt the foregoing resolution, setting the Tax Levy Hearing as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-L. Affiliation Agreements:** The CEO recommended approval of the affiliation agreements with the following medical institutions for Frontier Community College and Olney Central College.

**Emergency Response Program**

- FCC North Wayne Ambulance Service – Cisne
- FCC Wayne County Ambulance Service – Fairfield

**Health Informatics**

- FCC Christopher Rural Health Planning Corporation
- FCC Office of Dr. David Link - Fairfield

**Medical Office Assistant and Medical Coding**

- OCC Good Samaritan Hospital – Vincennes

**Phlebotomy**

- FCC Christopher Rural Health Planning Corporation
- OCC Crawford Memorial Hospital - Robinson
- OCC Lawrence County Hospital - Lawrenceville
- OCC Paris Community Hospital - Paris
- OCC Richland Memorial Hospital - Olney



OCC Weber Medical Clinic - Olney

**AGENDA #9 – “Bid Committee Report”** – None.

**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 September 30, 2015.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for October 2015, totaling \$771,925.92, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Gary Carter made a motion to approve payment of district financial obligations for October 2015, 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: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 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, September 15, 2015.

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

**400.1. Employment of Personnel**

**A. Classified**

1. Candice Young, Office Assistant, LTC, effective October 22, 2015

**400.2. Change in Status**

**A. Professional Non-Faculty**

1. Steve Patberg, Coordinator of Career Services, WVC, to Coordinator of Career Advisement, WVC, effective October 21, 2015

**400.3. Revision to Part-Time Administrative Guidelines**

- A. Part-time Rate** – In special instances when staff cannot be obtained at the established part-time faculty rate for specific classes, the college dean(s) shall seek approval from the college president to offer additional compensation not to exceed more than \$100 per credit hour or more than \$2100 per year.

<u>Rate</u>	<u>Effective Date</u>
\$444 per equated hour (load hour)	Spring 2015
\$470 per equated hour (load hour)	Spring 2016

Pay rates for part-time faculty receiving a state directed annuity shall be established at a rate that allows the annuitant to instruct as a part-time faculty member without exceeding established income limitations. The rate shall be established thru discussion with the annuitant, the College Dean of Instruction, and the District Director of Human Resources. The rate shall vary with each individual instructor.

The above rate of pay represents the amount paid to the individual for preparation time, instruction, grading, etc.

- B. Retired IECC Faculty Rate** – This rate applies to individuals who taught full-time at IECC, retired from IECC and who are hired as part-time faculty. In special instances when staff cannot be obtained at the established retired faculty rate for specific classes, the college dean(s) shall seek approval from the college president to offer additional compensation not to exceed more than \$100 per credit hour or more than \$2100 per year.

<u>Rate</u>	<u>Effective Date</u>
\$545 per equated hour (load hour)	Spring 2015
\$600 per equated hour (load hour)	Spring 2016

Pay rates for part-time faculty receiving a state directed annuity shall be established at a rate that allows the annuitant to instruct as a part-time faculty member without exceeding established income limitations. The rate shall be established thru discussion with the annuitant, the College Dean of Instruction, and the District Director of Human Resources. The rate shall vary with each individual instructor.

The above rate of pay represents the amount paid to the individual for preparation time, instruction, grading, etc.

**400.4. Resignation Ratification**

**A. Administrative**

1. Brittany Bass, Director of Learning Resource Center, OCC, effective October 10, 2015

**400.5. Retirement Ratification**

**A. Professional/Non-Faculty**

1. Karen Bryant, Coordinator of Public Information & Marketing, FCC, effective January 1, 2016

**A. Faculty**

1. Mitchell Wolfe, Workforce Education Instructor, effective January 1, 2016

**A. Classified**

1. Cheryl Knight, Program Advisor, Allied Health, OCC (LTC), effective January 1, 2016
2. Scott Talbert, Textbook/Equipment Library Technician, FCC, effective January

**400.6. Memorandum of Agreement with IECEA**

**400.7. Unpaid Leave Request**

**A. Classified**

1. Heather Kaide, Custodian, WVC, up to 30 days unpaid leave, beginning October 23, 2015.

**#14-A. Board Action to Amend Personnel Report:** Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum as presented. 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 and the Chair declared that the “Ayes” have it and the motion carried.

**#14-B. Board Action to Approve Amended Personnel Report:**

Student Trustee Drew Halter 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: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 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 Gary Carter made a motion to adjourn. Trustee Drew Halter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 9:00 p.m.

Approved:      Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Public Hearing on 2015 Tax Levy**

**Agenda Item #4**

**Recognition of Visitors and Guests**

**A. Visitors and Guests**

**B. IECEA Representatives**

**Agenda Item #5**

**Public Comment**



**Agenda Item #6**

**Reports**

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

**Agenda Item #7**

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

**Policy 300.21 Procurement Standards for Federal Grant Awards**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 17, 2015  
RE: Revisions to Board Policy 300

The federal government has issued changes to their Code of Federal Regulations (CFR) dealing with non-federal entities that receive Federal awards.

These changes require IECC to develop written standards of conduct when dealing with Federal dollars. This includes maintaining a written conflict of interest standard and standards that deal with procurement, competition, recordkeeping, administration and equipment management.

Attached is a new Business Policy (300.21), Procurement Standards for Federal Grant Awards, which addresses the standards outlined in 2 C.F.R. 200.318 – 200.326.

I recommend the Board waive second reading and approve Business Policy 300.21.

TLB/akb

Attachment

**Policy – Procurement Standards for Federal Grant Awards (300.21)**

Date Adopted: November 17, 2015

The District will develop specialized business procedures that will comply with the Code of Federal Regulations (CFR) with regard to required financial protocol when handling Federal Award and/or Federal Grant funds.

These specialized procedures will include, but not be limited to:

1. General procurement standards.
2. Procurement “Code of Conduct” which addresses conflicts of interest.
3. Competition standards.
4. Methods of procurement and procurement procedures.
5. Recordkeeping and administration.
6. Cash management.
7. Determination and appropriateness of costs.
8. Equipment Management.

**Conflict of Interest**

No employee, officer, or agent shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the District shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements except for where the financial interest is not substantial or the gift is an unsolicited item of nominal value. Members of the District's Board of Trustees shall comply with all relevant fiduciary duties, including those governing conflicts of interest, when they vote upon matters related to procurement contracts in which they have a direct or indirect financial or personal interest. Officers, employees, trustees, and agents of the District shall be subject to disciplinary actions up to and including dismissal for violations of these standards.

**Agenda Item #8**

**Policy Second Reading**

**None**

**Agenda Item #9**

**Staff Recommendations for Approval**

**Agenda Item #9A**

**Complaint Process for Out of State Students in Distance Education**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 17, 2015  
RE: Complaint Process for Out-of-State Students in Distance Education

Reauthorization of the Higher Education Act includes regulations regarding the delivery of distance education to out-of-state residents. The United States Department of Education (USDOE) requires that institutions comply with any application, state approval, or licensure requirement in each state to which distance education instruction is delivered. Therefore, students have the right to file a complaint against an institution when these requirements are not followed or regarding the loss of tuition and fees as a result of unfair business practices.

To comply with this requirement, IECC has developed the attached Complaint Process for Out-of-State Students in Distance Education which provides the process and contact information for filing complaints with our accrediting body, the Higher Learning Commission, and the appropriate state agency, the Illinois Board of Higher Education.

I ask the Board's approval of the Complaint Process for Out-of-State Students in Distance Education.

TLB/rs

Attachment



## Complaint Process for Out-of-State Students in Distance Education

Reauthorization of the Higher Education Act includes regulations regarding the delivery of distance education to out-of-state residents. The United States Department of Education (USDOE) requires that institutions comply with any application, state approval, or licensure requirement in each state to which distance education instruction is delivered.

Students have the right to file a complaint against an institution when these requirements are not followed or regarding the loss of tuition and fees as a result of unfair business practices. Institutions must provide both current and prospective students with contact information for filing complaints with its accrediting body and the appropriate state agency in handling complaints in a student's residence state.

Illinois Eastern Community Colleges (IECC) is accredited by the Higher Learning Commission (HLC) and complaints regarding accreditation can be made by contacting:

The Higher Learning Commission  
230 South LaSalle Street, Suite 7-500  
Chicago, IL 60604-1411  
800-621-7440/312-263-0456  
Fax # 312-263-7462  
Email: [info@hlcommission.org](mailto:info@hlcommission.org)  
<https://www.hlcommission.org/>

The Illinois Board of Higher Education (IBHE) has the responsibility and authority to resolve complaints against Illinois Eastern Community Colleges. The complaint procedure is accessible on the IBHE website at <http://complaints.ibhe.org>.

IECC is committed to fair treatment of its students in their relationships with fellow students, faculty, staff, and administration. Students are encouraged to seek an informal resolution of the matter directly with the faculty or individual(s) involved when possible. For matters where a resolution is not feasible, all IECC students have access to procedures for resolving complaints as indicated in the Student Complaint Policy (100.16) at <http://www.iecc.edu/complaint>

In most cases, these complaint procedures require the student to exhaust all complaint avenues internally to the institution before a complaint can be filed at the state or accrediting agency level. IECC students are advised first to attempt to resolve complaints with the college administration. For information requests and/or comments, please contact:

Frontier Community College  
2 Frontier Drive  
Fairfield, IL 62837-2601  
877-464-3687  
<https://www.iecc.edu/information>

Lincoln Trail College  
11220 State Highway 1  
Robinson, IL 62454-5707  
866-582-4322  
<https://www.iecc.edu/information>

Olney Central College  
305 North West Street  
Olney, IL 62450-1099  
866-622-4322  
<https://www.iecc.edu/information>

Wabash Valley College  
2200 College Drive  
Mt. Carmel, IL 62863-2699  
866-982-4322  
<https://www.iecc.edu/information>

**Agenda Item #9B**

**Franklin University Colocation Agreement**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Brue

DATE: November 17, 2015

RE: Colocation Partnership Agreement between Franklin University College and Illinois Eastern Community Colleges

The proposed Colocation Partnership Agreement between Illinois Eastern Community Colleges (IECC) and Franklin University will create a seamless transition for community college student graduates to obtain an onsite undergraduate degree from Franklin University utilizing IECC facilities.

This Colocation Partnership will provide students the opportunity to obtain a Bachelor of Science Degree in Business Administration from Franklin University onsite at an IECC college. This agreement will allow students to complete 60 credit hours for an Associate Degree, plus 22 additional credit hours from an IECC college, followed by approximately 42 Franklin University credit hours taught at an onsite Bachelor's degree completion program.

Through the agreement, Franklin University will deliver the completion program coursework face-to-face to students at an IECC college campus. IECC and Franklin University will work cooperatively to provide academic, instructional, and student services to create a seamless transition from IECC to completion of a Franklin University Bachelor's degree.

I recommend the Board's approval of this agreement.

TLB/rs

Attachment

## **Agreement**

THIS AGREEMENT (this “Agreement”) is between Illinois Eastern Community Colleges (hereinafter “College”), 233 E. Chestnut Street, Olney, IL 62450 (District Office), and Franklin University (hereinafter “Franklin”), a non-profit institution of higher education, 201 S. Grant Ave., Columbus, Ohio 43215.

**WHEREAS**, the parties wish to create a seamless transition for College students, College graduates and residents of Richland, Wayne, Crawford, Wabash County and the surrounding area seeking to obtain undergraduate and graduate degrees from Franklin.

**THEREFORE**, in consideration of these and other mutual promises and covenants and for valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions:

### **A. Mutual Responsibilities**

1. This Agreement will cover the program(s) of study and associated Franklin course offerings listed in Appendix A attached hereto and incorporated herein by reference (hereinafter “Program”). Appendix A may, from time to time during the term of this Agreement, be amended with the mutual written consent of the Parties.
2. The College shall not contract with another higher education institution to offer the same or substantially similar program of study as Program. In the event that the College violates this provision, Franklin reserves the right to terminate this Agreement in whole or part or to revise it accordingly in a manner which is mutually agreeable to the parties.
3. Franklin will not contract with another higher education institution in southern Illinois (south of I-74) to offer the same or substantially similar program of study. In the event that the Franklin violates this provision, IECC reserves the right to terminate this Agreement in whole or part to revise it accordingly in a manner which is mutually agreement to the parties.
4. College students admitted to the Program shall have immediate acceptance to Franklin, and Franklin will guarantee acceptance of all College students as well as College graduates with an Associate Degree (“graduates”) with all the rights and privileges afforded to Franklin’s students. College students and graduates shall have access to Franklin’s facilities including, but not be limited to, its library, computer laboratories, learning resources, and parking.
5. Graduates of the College shall enter Franklin as a continuing student with not less than a junior level standing.
6. The parties will work cooperatively to provide the College’s students and graduates access to appropriate federal, state, and institutional financial aid. Among other things, this cooperative process will include annual exchange between the parties of each party’s tuition, fees, and academic calendar dates.

7. The parties will utilize O.A.C. Chapter 3333-1, et seq. to calculate headcount enrollment and full-time equivalent enrollment. Consistent with Section I.4. below, this obligation shall survive the expiration or termination of this Agreement for the College's students and graduates as of the date of termination.
8. The College and Franklin warrant that they are accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Both institutions will notify the other if such accreditation ceases to exist. In the event that the College or Franklin is in major violation or will lose accreditation, the College or Franklin may terminate this Agreement in whole or part or revise it accordingly in a manner which is mutually agreeable to the parties
9. Both parties will comply with the Family Educational Rights and Privacy Act, the Gramm-Leach-Bliley Act of 1999, and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including maintenance of a security plan consistent with industry standards to protect the confidentiality and integrity of personal information, and to protect against unauthorized access to such information. Information will be shared, in compliance with all applicable laws and regulations, as needed to allow the College's Program students and graduates to participate in the Program and to track student interest, persistence and success.
10. Each party will be responsible for its own licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

## **B. College Responsibilities**

The College agrees to:

1. Provide Franklin an opportunity to train College staff as necessary to support Franklin's Program offerings to the College's students and graduates.
2. Designate College administrative, academic, student services, and marketing personnel to act as liaisons to designated counterparts at Franklin, and designate a College staff member to serve as coordinator ("Coordinator") along with a designated counterpart at Franklin.
3. Mutually discuss and work with Franklin to allocate, change, or substitute physical space at the College for Franklin to use for Program instructional support and services, Program administrative services, and for Program marketing and promotion purposes ("Assigned Premises"). The Assigned Premises shall be provided to Franklin in "as is" condition, including fixtures in or about the Assigned Premises and Franklin accepts the Assigned Premises in "as is" condition including fixtures in or about the Assigned Premises.
4. Provide staff support to Franklin's Program faculty when those faculty are utilizing instructional technology equipment to teach Program courses at the Assigned Premises.

### **C. Franklin Responsibilities**

Franklin agrees to:

1. Provide Program courses listed in Appendix A, Program instructional support and services, Program administrative services, and Program marketing and promotion.
2. Assure that College students and graduates continuing their education at Franklin can transfer credit hours and earn their baccalaureate degree from Franklin after completing the required One-hundred and Twenty-four (124) total credit hours for Business Administration. Timeframes and credit hours required for completion of graduate degrees at Franklin shall be determined on a program by program basis. The Program credit hour requirements and timeframes may be changed subject to the mutual written approval of the parties.
3. Design and deliver on-location, on-line, or hybrid Program courses (as defined below). The Program courses shall be subject to equivalent assessment, program review, and other academic oversight afforded by Franklin to its own on-campus programs. Any changes to the method of delivery of Program courses are subject to the mutual written approval of the parties.
4. Provide equivalent learning outcomes to the College's students and graduates enrolled in the Program as those achieved if the students and graduates attended Franklin's main campus working towards a baccalaureate or graduate degree.
5. Provide qualified faculty to teach Program courses to the College's students and graduates enrolled in the Program.
6. When a College student or graduate takes a Program course taught by Franklin faculty, for that respective course, charge the student tuition and fees in accordance with Franklin's then current tuition and fee rates. Franklin will be responsible for collecting tuition and fees from students enrolled in Program courses taught by Franklin faculty.
7. Provide the College with sufficient and timely enrollment data, as defined by the College and otherwise in accordance with Appendix B attached hereto and incorporated herein by reference, and which will allow the College to identify and track the College's students and graduates enrolled in the Program.
8. Grant the College the right of first refusal to provide Franklin with physical space to offer undergraduate, graduate, or continuing education courses within Richland, Wayne, Crawford, Wabash County, Illinois, except for those undergraduate, graduate, or continuing education courses currently offered by Franklin at other locations within Richland, Wayne, Crawford, Wabash County, Illinois.
9. Permit the College and its agents to enter upon and inspect, examine, repair or improve the Assigned Premises at any and all reasonable times.

10. Allow only designated Franklin employees or agents to use the Assigned Premises and only for the purposes described in this Agreement. If the College determines in its sole discretion that any Franklin employees or agents compromise or threaten the health, safety or welfare of the College's property, the College may request, in writing, that Franklin remove such individual(s) from the College's property.
11. Not make any leasehold or building improvements or additions to the Assigned Premises without first obtaining the College's prior written approval for such improvements. All leasehold or building improvements or additions, such as network cabling or fixtures affixed to the premises, attach to the freehold and become and remain the property of the College.
12. Inform College students and graduates enrolled in a Program course that they are subject to the academic and disciplinary rules of both the College's and Franklin's Student Codes of Conduct and must, adhere to all College and Franklin policies and procedures. Any violations are subject to disciplinary proceedings and sanctions at the College's and/or Franklin's discretion.
13. Comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the services being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**D. Other Services**

The parties shall provide only those services outlined in this Agreement, however, should the parties wish to provide additional services, they may mutually agree to the type and cost of any additional services in a separate written agreement which may be attached to this Agreement as an addendum.

**E. Payment Terms**

1. Unless otherwise mutually agreed to in writing by authorized representatives of the College, the College shall not be required to make any monetary payments to Franklin for obligations set forth in this Agreement. Furthermore, Franklin and Franklin Program faculty shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
2. Except as set forth herein, this Agreement shall not alter the terms and conditions, including tuition and fees, of any program articulation agreements previously entered into between Franklin and the College.
3. Payment to the College shall be calculated by Franklin at the end of each academic term and paid to the College within ninety (90) days after the end of the academic term. The beginning and end of each academic term will be determined by referencing the academic term dates set forth in Appendix C, attached hereto and incorporated by reference herein. The actual monetary amount Franklin will be required to pay to the College for each academic term is set forth in Section E.5. below.



4. No payment by Franklin or receipt thereof by the College, or any endorsement or statement on any check or any letter accompanying any check or payment, shall prejudice the right of either party to audit and recover a balance it deems as unpaid or pursue any other remedy in this Agreement.
5. The actual monetary amount Franklin will be required to pay to the College for use of the College's property, facilities, and services, including marketing services, each academic term shall be as follows, all monetary calculations shall be rounded upward:
  - a. **For each College student or graduate enrolled in a Franklin Program course conducted on-location at the Assigned Premises** – Franklin shall pay to the College twenty percent (20%) of Franklin's published undergraduate or graduate tuition and fees for the applicable credit and non-credit hours taught. On-location courses are defined as Program courses taught by Franklin faculty that require a College student or graduate's physical attendance at the Assigned Premises for any reason for fifty percent (50%) or greater of the Program course's class load time;
  - b. **For each College student or graduate enrolled in a Franklin Program hybrid course** – Franklin shall pay to the College fifteen percent (15%) of Franklin's published undergraduate or graduate tuition and fees for the applicable credit and non-credit hours taught. Hybrid courses are defined as Program courses taught by Franklin faculty which require a College student or graduate's physical attendance at the Assigned Premises for any reason but physical attendance is required less than fifty percent (50%) of the Program course's class load time;
  - c. **For each College student or graduate enrolled in a Franklin Program on-line course** – Franklin shall pay to the College ten percent (10%) of Franklin's published undergraduate or graduate tuition and fees for the applicable credit and non-credit hours taught. On-line courses are defined as Program courses taught by Franklin faculty that do not require a College student or graduate's physical attendance at the Assigned Premises at any time and do not require use of the Assigned Premises for student services noted in Section A above.

#### **F. Non-disruption**

1. Franklin shall take no action which would violate any contracts affecting the operations or delivery of instruction on the College's property or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere in any way with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon the College's property, or which could cause any impairment or reduction of the good will and reputation of the College.
2. To the extent permissible under Ohio law, including but not limited to Ohio's public records law, the College and Franklin shall maintain confidentiality with regard to information about each other's programs, methods of delivering instruction or other trade secrets as may be discovered or communicated for the duration of this Agreement and required to execute the terms of this Agreement. This provision shall survive termination or expiration of this Agreement.

## **G. Damage to the Assigned Premises**

1. If the Assigned Premises are damaged (without the fault or neglect of the College, College agents, employees, invitees or guests) such that it is wholly unfit for occupancy or use and the parties are unable to locate an alternative facility or do not enter into a contract to restore the Assigned Premises to substantially its condition immediately prior to said damage within sixty (60) days, Franklin shall surrender possession of the Assigned Premises to the College and this Agreement shall thereupon be null, void and without effect, except for obligations or duties accrued and unpaid, or as otherwise can be mutually agreed upon in writing by authorized representatives of the parties.
2. The parties will work mutually to find another location for the Program if the Assigned Premises are not available for such operation, whether temporarily or otherwise.
3. Notwithstanding any provision of this Agreement, the College shall in no event be obligated to reconstruct or restore the Assigned Premises.

## **H. Marketing**

1. The College and Franklin shall cooperatively market the Program by:
  - a. Promoting the Program through each party's respective brochures, catalogues, credit course schedules, local community publications, media, website, signage and other applicable forums.
  - b. Advertising the Program through each party's student and alumni publications, local community publications, media, website, advisement staff, and other forums. As part of that process, and in conformance with the College's solicitation policy, the College shall provide Franklin with reasonable access to the College's graduates and potential graduates to allow Franklin to market and promote the degrees it offers at the College.
2. Each party shall, prior to the issuance of any news or press release marketing the Program, provide notification and a copy of the release to the other party.
3. Franklin must adhere to the College's signage and posting guidelines, which may be provided to Franklin upon request.

## **I. Term and Termination**

1. This Agreement shall become effective on the last date signed below by an authorized representative of the parties and shall continue until terminated by either party as set forth below, or at the latest until December 31, 2017. The College may renew this Agreement on the same terms and conditions by giving written notice to Franklin prior to expiration.
2. Either party may initiate termination of this Agreement for any reason by providing the other party written notice at least one hundred eighty (180) calendar days in advance.

3. In the event that this Agreement is terminated, Franklin and the College shall continue to provide administrative, academic, instructional, and student services to then Program students and graduates until the last Program student or graduate completes his/her degree Program, which should not exceed a period of four (4) years, or as otherwise agreed by the parties. During the teaching out of Program students and graduates following termination, Section E (Payment Terms) shall survive.

## **J. Liability**

1. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and be responsible for those judgments and costs which arise from such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
2. **Franklin's Obligations.** Franklin agrees to, and shall secure from a good and responsible company or companies licensed to do insurance business in the State of Ohio, which is reasonably satisfactory to the College, and maintain during the entire term of this Agreement:
  - a. Public liability insurance with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million dollars (\$2,000,000.00) in the aggregate;
  - b. Umbrella coverage over the primary coverage in Section J.2.a above, such umbrella coverage to be no less than One Million Dollars (\$1,000,000) per occurrence and no less than Two Million Dollars (\$2,000,000) in the aggregate.

**Additional Insured.** Franklin shall provide College with a certificate evidencing such coverage and naming Illinois Eastern Community Colleges and its Board of Trustees as additional insured and further stating that the insurer agrees to notify College of the same. As well, College shall provide Franklin with a certificate evidencing such coverage and naming Franklin University and its Board of Trustees as additional insured and further stating that the insurer agrees to notify Franklin of the same.

3. **Proof of Coverage.** On securing the foregoing coverages, and prior to the commencement date of this Agreement, Franklin shall give the College written notice thereof, together with a certificate of insurance evidencing the appropriate policies.

## **K. Miscellaneous**

1. **Student Code of Conduct.** It is the intention of the parties that faculty, staff and administrators work in a mutually supportive manner to maintain proper student discipline. Students will be responsible for adhering to the College's and Franklin's Student Codes of Conduct and Student Rights and Responsibility policies.

2. **Assessment.** The parties will conduct a periodic review of the responsibilities set forth in this Agreement. The specifications for such reviews shall be determined by mutual written agreement of the parties.
3. **Severability.** If a court of competent jurisdiction finds that any section or provision of this Agreement is illegal, unenforceable, or in conflict with any law, such section or provision shall be deemed severed from this Agreement without affecting the validity of the remainder of the Agreement.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio.
5. **Jurisdiction and Venue.** The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in the state courts of Ohio sitting in Muskingum County.
6. **Notices.** All notices or other written communications required or permitted under this Agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address set forth below (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, an additional copy addressed to each party's "Legal or General Counsel":
 

<p>For Franklin University:</p> <p>Dr. David R. Decker, President 201 South Grant Ave. Columbus, Ohio 43215</p>	<p>For Illinois Eastern Community Colleges:</p> <p>Terry Bruce, CEO 233 E. Chestnut Street Olney, Illinois 62450</p>
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7. **Waivers and Amendments.** The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only by a writing signed by authorized representatives of both parties.
8. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.
8. **No Third Party Beneficiaries.** This Agreement is not a third party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of either party.
9. **Independent Contractors.** The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement and neither party may make any commitment on behalf of the other or inference that such a relationship exists.

10. **Complete Agreement-Integration.** Unless otherwise specifically set forth in this Agreement, this Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
11. **Compliance with the laws.** In performing their obligations under this Agreement, the parties will comply with all applicable state and federal laws and regulations including but not limited to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Educational Rights and Privacy Act, and shall not unlawfully discriminate against any employee or student of Franklin or the College on the basis of race, sex, religion, disability, age, national origin, color or veterans status.
12. **Counterparts: Facsimile Signatures.** This Agreement may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single agreement between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

*(Signature page follows immediately)*

**Intending to be legally bound by this Agreement, the parties sign below.**

**ILLINOIS EASTERN COMMUNITY COLLEGES**

\_\_\_\_\_  
Terry Bruce  
CEO

\_\_\_\_\_  
Date

**FRANKLIN UNIVERSITY**

\_\_\_\_\_  
Dr. David R. Decker  
President

\_\_\_\_\_  
Date

**Agenda Item #9C**

**Holiday Calendar Year 2016**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 13, 2015  
RE: 2016 Holiday Calendar

Attached is a proposed schedule of holidays for Illinois Eastern Community Colleges' full-time staff for Calendar Year 2016. There is no change in the number of holidays from previous years.

I request Board approval of the 2016 Holiday Calendar.

TLB/tab

Attachment

## ILLINOIS EASTERN COMMUNITY COLLEGES

Holidays for  
Administrative, Technical,  
Professional Non-Faculty,  
Clerical & Maintenance Staff

### Calendar Year 2016

Monday	January 18	Martin Luther King Jr. Day
Monday	February 15	President's Day
Friday	March 25	Spring Break
Monday	May 30	Memorial Day
Monday	July 4	Independence Day
Monday	September 5	Labor Day
Monday	October 10	Columbus Day
Friday	November 11	Veteran's Day
Thursday Friday	November 24 November 25	Thanksgiving
Tuesday	December 20, 21, 22, 23 December 26 December 27, 28, 29, 30 January 2, 2017	Winter Break Christmas Observed Winter Break New Year's Day Observed

Pending Board Approval – November 2015



**Agenda Item #9D**

**Dedication in Honor of Gene Duke**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 17, 2015  
RE: Dedication in Honor of Gene Duke

Gene Duke was the Olney Central College Basketball Coach from 1964 to 1975. Coach Duke was instrumental in establishing various sports programs at OCC and the first intramural programs for all students. Coach Duke's career with OCC culminated in a NJCAA Region IV Championship in 1973 and he led the team to second place in the NJCAA National Tournament that same year.

OCC Alumni and staff have worked since Gene Duke's death in August 2015 to honor his service to the college. Alumni and members of the basketball teams plan to gather on November 21, 2015 to celebrate Coach Duke's life and the formal dedication of the Gymnasium floor in his name.

I ask that the Board approve the request by the OCC Alumni and that a plaque be placed in the Gymnasium Foyer in Gene Duke's honor. The alumni and OCC Administration will place the plaque during the formal dedication ceremony of the gym floor, which will take place at half time of the Men's basketball game on November 21, 2015. OCC athletics staff is working with alumni to raise funds to have Coach Duke's name added to the floor during the next scheduled refinishing.

TLB/rs

**Agenda Item #9E**

**Olney-Richland County, Newton-Jasper County Enterprise Zone**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 17, 2015  
RE: Olney-Richland County, Newton-Jasper County Enterprise Zone

Olney and Richland County, together with Newton and Sainte Marie and Jasper County, have proposed the creation of an Olney/Richland County/Newton/Jasper County Enterprise Zone.

Within the proposed Enterprise Zone, the Board of Trustees would abate taxes on any increase in assessed valuation after improvements that require the issuance of a building permit and the total cost of the project exceeds \$10,000.00. The tax abatement would be for 100% of the taxes for a period of five years and would only apply to improvements to industrial and commercial property. Residential property of any kind is not eligible for tax abatement benefits.

I ask the Board's approval of the Olney/Richland County/Newton/Jasper County Enterprise Zone.

TLB/rs

Attachment

**PUBLIC TAXING AUTHORITY Illinois Eastern Community College District #529**

**RESOLUTION AUTHORIZING TAX ABATEMENT WITHIN THE ENTERPRISE ZONE**

**WHEREAS**, the Olney/Richland County/Newton/Jasper County Enterprise Zone entities of the City of Olney, City of Newton and Village of Sainte Marie, Illinois, (the "Municipalities") and the County of Richland and the County of Jasper, Illinois, (the Counties" have made known to the Board of Trustees of the Illinois Eastern Community College District #529 their intention to apply for Enterprise Zone designation for a portion of the territory which lies within the Municipalities and Counties; and

**WHEREAS**, both the designation of an enterprise zone to be known as the Olney/Richland County/Newton/Jasper County Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 et seq., and the eventual success of an enterprise zone depend upon community support and the nature of incentives to be offered; and

**WHEREAS**, the public taxing authority finds that the enterprise zone designation will serve the interest of all local taxing authorities and the entire community by stimulating economic revitalization,

**NOW, THEREFORE, BE IT RESOLVED BY THE Board of Trustees of the Illinois Eastern Community College District #529:**

The Board of Trustees of the Eastern Community College District #529 hereby authorizes and directs the County Clerk to abate that portion of its taxes on real property located within the designated Olney/Richland County/Newton/Jasper County Enterprise Zone resulting from an increase in assessed valuation which is attributable to the construction of improvements and subject to the following limitations:

- (a) The tax abatement shall apply only to the taxes corresponding to an increase in assessed valuation after improvements (either new construction, renovation or rehabilitation) have been duly assessed and said abatement shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements.
- (b) The tax abatement shall pertain only to that parcel within the Enterprise Zone which has been improved after the designation of the Enterprise Zone provided, however, no such abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Financing District.
- (c) The tax abatement shall be at the rate of 100% of the taxes corresponding to the increase in assessed valuation attributable to the improvements on the property for a period of five (5) years beginning with the calendar year in which the improvements are fully assessed.

- (d) The tax abatement shall apply only to improvements for which a building permit is issued.
- (e) A project shall not be eligible for tax abatement benefits unless the total cost of the proposed project exceeds \$10,000.00.
- (f) The tax abatement shall apply only to improvements to industrial and commercial property. Residential property of any kind is not eligible for tax abatement benefits.
- (g) While the abatement is in effect, this public taxing authority will continue to receive all taxes corresponding to the equalized assessed valuation for the tax year immediately preceding commencement of the project.
- (h) If the term of any abatement of real estate taxes which began under the original Olney/Richland County/Newton/Jasper County Enterprise Zone has not been completed as of the expiration of the original Olney/Richland County/Newton/Jasper County Enterprise Zone, such abatement shall not terminate, but shall continue in full force during the term of the new Enterprise Zone until the natural termination of the tax abatement.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

Dr. G. Andrew Fischer  
Chairman, Board of Trustees  
Illinois Eastern Community College  
District #529

Attested:

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

**Agenda Item #9F**

**Special Warranty Deed for Property Transfer to FCC Foundation**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 17, 2015  
RE: Special Warranty Deed for Property Transfer to FCC Foundation

At the September 15, 2015 regular meeting of the Board of Trustees, the Board approved the sale of 1.16 acres of District property to the Frontier Community College Foundation. To comply with title insurance company requirements, the Board needs to approve the actual deed of conveyance.

Following the Board action on September 15, 2015, the Foundation entered into negotiations with Kieffer Development, LLC concerning the sale of the property. As part of that sale, Kieffer Development has offered to add a 98 feet X 61 feet extension to the existing student parking lot located west of the existing Workforce Development Building.

This expansion would be done at the expense of Kieffer Development and in exchange the District would convey an easement over its existing parking lot. Kieffer Development will stabilize the soil under the existing parking lot and the extension, and maintain both the lot and the extension in the future by spreading and maintaining a minimum of six inches of CA6 aggregate base on the existing parking lot and the parking lot extension.

I ask the Board's approval of this Special Warranty Deed and the easement contained therein.

TLB/rs

Attachment



SPECIAL  
WARRANTY  
DEED



THE GRANTOR, ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 of the County of Richland, State of Illinois; for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, CONVEYS, TRANSFERS, ASSIGNS and SETS OVER unto the GRANTEE, FRONTIER COMMUNITY COLLEGE FOUNDATION, an Illinois Not for Profit Corporation, with principal office located in the County of Wayne and State of Illinois, the following described real estate, situated in the County of Wayne, State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State:

A Tract described as being 30 feet of even width off of the West side of Lot Number 22 and all of Lot Number 23 except 260 feet of even width off of the West side of said Lot Number 23, all in Fairfield Industrial Park, as per plat filed of record in Plat Book Record "B", at page 112, in the office of the Recorder of Wayne County, Illinois; together with an easement for vehicle parking and travel over and across the East 100 feet of the West 130 feet of even width off the West side of said Lot 22 in said Fairfield Industrial Park, which easement shall be a covenant running with the land for the benefit of said Tract, for the use by and benefit of the Buyer, its representatives, employees, agents, tenants, and assigns, which easement shall include the use of an existing parking lot, as the same shall be extended by Grantee at its sole cost to dimensions of not less than 289 feet in length running North and South and not less than 98 feet in width running East and West, and a two lane

driveway providing ingress and egress from said existing parking lot to Industrial Drive; with the Grantee or assigns, as owners of said Tract, to have and assume all costs for and the responsibility of: (1) extending the existing parking lot to the North line of said Lot 22 with at least the overall dimension above state; (2) stabilizing the soil under the surface of said existing parking lot, parking lot extension, and driveway as may be require from time to time to maintain an all weather traffic surface thereon; and (3) spreading and thereafter maintaining a minimum of 6 inches of CA6 aggregate base on said existing parking lot, parking lot extension, and driveway; and with the Grantor to have and assume all other costs for and the responsibility of maintaining said parking lot, parking lot extension, and driveway, including but not limited to snow removal, and paying all real estate taxes and assessments against the real estate covered by said easement, if any.

The covenants of warranty of this deed are made subject to taxes and assessments, and any liens, therefore, all easements, rights-of-way, mineral conveyances, mineral reservations, oil and gas leases and restrictive covenants appearing of record.

Together with all appurtenances thereto and the improvements thereon in their now existing condition, but subject to: (a) all public and private roads and easements; (b) covenants, conditions and restrictions of record; (c) oil, gas, coal and other mineral reservations, conveyances and rights severed by leases of record; (d) taxes and assessments, and any liens therefore; (e) matters which would be disclosed by a survey; and (f) zoning laws, regulations and ordinances affecting said property.

This deed is exempt under provisions of Paragraph b, Section 31-45, of the Real Estate Transfer Law.

GRANTEES ADDRESS  
Frontier Community College Foundation  
Fairfield, Illinois

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

Illinois Eastern Community College  
District #529

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

ATTEST:

\_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ officer whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

Prepared by:  
Richard L. Kline, Attorney at Law  
2399 IL Hwy 15  
Fairfield, IL 62837  
Telephone: 618-842-2200  
Fax: 618-842-2230

**Agenda Item #9G**

**Affiliation Agreements**

**Good Samaritan Hospital – Phlebotomy - OCC**  
**Gibson General Hospital – Phlebotomy - OCC**  
**Fairfield Memorial Hospital – Phlebotomy - FCC**  
**Horizon Health Care – Phlebotomy - FCC**  
**EDLUCY Inc. – Health Informatics - FCC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 17, 2015  
RE: Affiliation Agreements

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

IECC wishes to enter into affiliation agreements for the following programs and locations:

Health Informatics Program  
EDLUCY Inc. – Fairfield, IL - FCC

Phlebotomy  
Good Samaritan Hospital – Vincennes, IN – OCC  
Gibson General Hospital – Princeton, IN – OCC  
Fairfield Memorial Hospital – Fairfield, IL – FCC  
Horizon Health Care – Fairfield, IL - FCC

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

TLB/rs

Attachments

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529**  
**FRONTIER COMMUNITY COLLEGE**  
**HEALTH INFORMATICS PROGRAM**  
**AGENCY AGREEMENT**

THIS AGREEMENT made and entered into this **17th day** of **November, 2015** by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE, for its Health Informatics Program (hereinafter referred to as FRONTIER COMMUNITY COLLEGE) and EDLUCY INC. (hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, FRONTIER COMMUNITY COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Health Informatics Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of FRONTIER COMMUNITY COLLEGE for the purpose of gaining knowledge and experience in the field of Health Informatics,

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 Health Informatics 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 Health Informatics lead faculty on behalf of FRONTIER COMMUNITY 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. The FRONTIER COMMUNITY COLLEGE lead faculty 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 FRONTIER COMMUNITY COLLEGE lead faculty. The lead faculty 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 of safety, health, and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The FRONTIER COMMUNITY COLLEGE lead faculty 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. The process will be cleared through the FRONTIER COMMUNITY COLLEGE lead faculty who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

The 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 lead faculty 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, FRONTIER COMMUNITY COLLEGE lead faculty and student(s). Compensation is not a requirement. Neither FRONTIER COMMUNITY COLLEGE nor 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 FRONTIER COMMUNITY COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with FRONTIER COMMUNITY COLLEGE. 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 FRONTIER COMMUNITY COLLEGE's Health Informatics 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.

9. AGENCY may require the removal of a student, if this is deemed necessary by the AGENCY in the interest of patient care.

The student(s) subject to this agreement are not agents or employees of the AGENCY.

FRONTIER COMMUNITY COLLEGE will maintain for each Student and faculty member assigned to AGENCY professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If FRONTIER COMMUNITY COLLEGE procures professional liability coverage that is not on an "occurrence basis," FRONTIER COMMUNITY COLLEGE or Student shall, at all times, maintain insurance coverage for medical professional liability directly or indirectly resulting from acts or omissions of FRONTIER COMMUNITY COLLEGE or FRONTIER COMMUNITY COLLEGE's employees and agents (including Student), occurring in whole or in part during the term of this agreement ("Continuing Coverage"). In addition, FRONTIER COMMUNITY COLLEGE shall maintain general liability insurance on an occurrence basis for FRONTIER COMMUNITY COLLEGE and all its Students, employees, and faculty members participating in training programs at AGENCY. The limits for general liability shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. FRONTIER COMMUNITY COLLEGE shall also maintain workers' compensation insurance for any employees of FRONTIER COMMUNITY COLLEGE performing services under this agreement. FRONTIER COMMUNITY COLLEGE shall furnish AGENCY with a certificate of



insurance before the beginning date of each Student's assignment at the AGENCY. Such certificate of insurance shall provide that AGENCY shall receive thirty (30) days' written notice prior to the effective date of any cancellation of such insurance.

FRONTIER COMMUNITY COLLEGE agrees that it and its students and faculty will comply with the purpose and standards recommended by The Joint Commission.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 17th day of November, 2015.

**EDLUCY INC.  
1116 W. MAIN ST.  
FAIRFIELD, IL 62837**

**618-842-6624**

**ILLINOIS EASTERN COMMUNITY COLLEGES  
FRONTIER COMMUNITY COLLEGE**

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

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

\_\_\_\_\_  
President, Frontier Community College

\_\_\_\_\_  
Dean, Frontier Community College

\_\_\_\_\_  
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.

Adopted 6-2005

**AFFILIATION AGREEMENT  
BETWEEN**

**ILLINOIS EASTERN COMMUNITY COLLEGES,  
District # 529  
Olney Central College Phlebotomy Program**

**AND  
Good Samaritan Hospital  
520 S 7<sup>th</sup> St  
Vincennes Indiana 47591**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and \_\_\_\_\_ (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. DISTRICT #529 faculty will: be responsible for the teaching the didactic portion of the Phlebotomy Program; work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency; coordinate the student clinical assignment with the

Agency appointed Clinical Supervisor; and review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy 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 phlebotomy laboratory experience needed for graduation at the AGENCY.

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

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529, OLNEY CENTRAL COLLEGE

\_\_\_\_\_  
Director of Medical Laboratory Services

\_\_\_\_\_  
Phlebotomy Instructor

\_\_\_\_\_  
Associate Dean of Nursing & Allied Health

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

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

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

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

**AFFILIATION AGREEMENT**  
**BETWEEN**  
**ILLINOIS EASTERN COMMUNITY COLLEGES,**  
District # 529  
Olney Central College Phlebotomy Program  
**AND**  
**Gibson General Hospital, Inc.**  
1808 Sherman Drive  
Princeton, IN 47670-1043

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_  
2015, by and between ILLINOIS EASTERN  
COMMUNITY COLLEGES, DISTRICT #529,  
Olney Central College, for its Phlebotomy Program (hereinafter referred to as  
DISTRICT #529) and Gibson General Hospital, Inc. Laboratory  
(hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. DISTRICT #529 faculty will:
  - be responsible for the teaching the didactic portion of the Phlebotomy Program;
  - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
  - coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
  - review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. Either party

hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy 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 phlebotomy laboratory experience needed for graduation at the AGENCY.

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

AGENCY

ILLINOIS EASTERN  
COMMUNITY COLLEGES  
DISTRICT #529,  
OLNEY CENTRAL COLLEGE

\_\_\_\_\_  
Director of Medical Laboratory Services

\_\_\_\_\_  
Phlebotomy Instructor

\_\_\_\_\_  
Associate Dean of Nursing & Allied Health

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

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

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

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Adopted 6-2005



**AFFILIATION AGREEMENT  
BETWEEN**

ILLINOIS EASTERN COMMUNITY COLLEGES,

**District # 529  
Frontier Community College  
Phlebotomy Program**

**AND**

**FAIRFIELD MEMORIAL HOSPITAL  
303 NW 11th Street  
Fairfield, IL 62837**

THIS AGREEMENT made and entered into this eleventh day of November, 2015, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Frontier Community College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and FAIRFIELD MEMORIAL HOSPITAL (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. DISTRICT #529 faculty will:
  - be responsible for the teaching the didactic portion of the Phlebotomy Program;

- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy 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 phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the eleventh day of November, 2015.

FAIRFIELD MEMORIAL HOSPITAL  
303 NW 11TH STREET  
FAIRFIELD, IL 62837

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529,  
FRONTIER COMMUNITY COLLEGE

\_\_\_\_\_  
Robbie Hale,  
Director of Medical Laboratory Services

\_\_\_\_\_  
Phlebotomy Instructor

\_\_\_\_\_  
Kathy Bunting-Williams, PhD, RN, MSN  
Chief Executive Officer

\_\_\_\_\_  
Dean of Instruction

\_\_\_\_\_  
President, Frontier Community College

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

**AFFILIATION AGREEMENT  
BETWEEN**

**ILLINOIS EASTERN COMMUNITY COLLEGES,  
District # 529  
Frontier Community College  
Phlebotomy Program  
AND  
HORIZON HEALTHCARE  
213 N.W. 10th St., Suite A  
Fairfield, IL 62837  
618-842-4617**

THIS AGREEMENT made and entered into this eleventh day of November, 2015, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Frontier Community College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and Horizon Healthcare (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. DISTRICT #529 faculty will:
  - be responsible for the teaching the didactic portion of the Phlebotomy Program;

- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy 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 phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the eleventh day of November, 2015.

HORIZON HEALTHCARE  
213 N.W. 10TH ST., SUITE A  
FAIRFIELD, IL 62837

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529,  
FRONTIER COMMUNITY COLLEGE

\_\_\_\_\_  
Kathy Bunting-Williams, PhD, RN, MSN  
Chief Executive Officer

\_\_\_\_\_  
Phlebotomy Instructor

\_\_\_\_\_  
Dean of Instruction

\_\_\_\_\_  
President, Frontier Community College

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

**Agenda Item #10**

**Bid Committee Report**

**None**

**Agenda Item #11**

**District Finance**

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



**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
October 31, 2015**

<b>FUND</b>	<b>BALANCE</b>
Educational	\$3,953,878.54
Operations & Maintenance	\$1,260,182.63
Operations & Maintenance (Restricted)	\$613,057.88
Bond & Interest	\$1,942,587.89
Auxiliary	\$1,141,518.88
Restricted Purposes	(\$132,542.48)
Working Cash	\$194,216.20
Trust & Agency	\$540,700.58
Audit	(\$27,226.13)
Liability, Protection & Settlement	\$593,131.60
<b>TOTAL ALL FUNDS</b>	<b>\$10,079,505.59</b>

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Balance Sheet - All Funds  
 October 31, 2015

	ALL FUNDS
	Fiscal Year 2016
ASSETS:	
CASH	10,079,506
IMPREST FUND	21,400
CHECK CLEARING	12,500
INVESTMENTS	22,590,000
RECEIVABLES	871,088
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	605,104
OTHER ASSETS	607,971
TOTAL ASSETS AND OTHER DEBITS:	34,787,569
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	235,606
ACCOUNTS PAYABLE	317,381
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	-
TOTAL LIABILITIES:	552,987
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	2,700,929
PR YR BDGTD CHANGE TO FUND BALANCE	1,210,628
FUND BALANCES:	
FUND BALANCE	19,967,827
RESERVE FOR ENCUMBRANCES	10,355,198
TOTAL EQUITY AND OTHER CREDITS	34,234,582
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	34,787,569

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 AS OF October 31, 2015

ALL FUNDS

FY 2016  
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	4,628,555
STATE GOVT SOURCES	0
STUDENT TUITION & FEES	6,807,977
SALES & SERVICE FEES	1,555,717
FACILITIES REVENUE	2,610
INVESTMENT REVENUE	45,210
OTHER REVENUES	52,026
TOTAL REVENUES:	13,092,095

EXPENDITURES:

INSTRUCTION	3,180,513
ACADEMIC SUPPORT	149,273
STUDENT SERVICES	536,769
PUBLIC SERV/CONT ED	24,586
OPER & MAINT PLANT	964,423
INSTITUTIONAL SUPPORT	4,756,046
SCH/STUDENT GRNT/WAIVERS	3,281,797
AUXILIARY SERVICES	1,948,744
TOTAL EXPENDITURES:	14,842,151

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	-1,750,056
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Illinois Eastern Community Colleges  
Operating Fund Analysis  
CASH BASIS

July 1, 2015 -- October 31, 2015

	Education Fund	O & M Fund	Total Operating Funds
<b>REVENUES:</b>			
Local Government Sources	1,653,963	708,375	2,362,338
State Government Sources - Current Year	-	-	-
State Government Sources - Prior Year	2,165,592	-	2,165,592
Net Tuition and Fees	2,741,869	-	2,741,869
Sales & Service Fees	33,780	-	33,780
Facilities Revenue	-	2,040	2,040
Investment Revenue	20,661	7,882	28,543
Other Revenues	-	-	-
<b>TOTAL REVENUES:</b>	<b><u>6,615,865</u></b>	<b><u>718,297</u></b>	<b><u>7,334,162</u></b>
 <b>EXPENDITURES:</b>			
Salaries	4,167,252	265,579	4,432,831
Employee Benefits	636,498	53,275	689,773
Contractual Services	163,814	117,853	281,667
Materials	440,565	66,515	507,080
Travel & Staff Development	59,045	1,554	60,599
Fixed Charges	109,320	10,574	119,894
Utilities	28,105	334,318	362,423
Capital Outlay	22,469	43,817	66,286
Other	23,627	39	23,666
<b>TOTAL EXPENDITURES:</b>	<b><u>5,650,695</u></b>	<b><u>893,524</u></b>	<b><u>6,544,219</u></b>
 <b>TRANSFERS :</b>			
Interfund Transfers	(1,439,897)	-	(1,439,897)
<b>TOTAL TRANSFERS:</b>	<b><u>(1,439,897)</u></b>	<b><u>-</u></b>	<b><u>(1,439,897)</u></b>
 <b>NET INCREASE / (DECREASE)</b>			
	<b><u>(474,727)</u></b>	<b><u>(175,227)</u></b>	<b><u>(649,954)</u></b>

**OPERATING FUNDS  
COMPARISON REPORT FY14-16**

College	Category	FISCAL YEAR 2014			FISCAL YEAR 2015			FISCAL YEAR 2016			
		Anticipated Budget	Spent Thru October	% of Bdgt	Anticipated Budget	Spent Thru October	% of Bdgt	Anticipated Budget	Spent Thru October	% of Bdgt	% of Year
Frontier	Bills		\$ 432,728			\$ 652,666		\$ 604,553			
	Payroll		578,655			624,262		652,531			
	Totals	\$ 3,458,802	1,011,383	29%	\$ 4,283,530	1,276,928	30%	\$ 4,265,407	1,257,084	29%	33%
Lincoln Trail	Bills		604,315			807,232		674,486			
	Payroll		746,697			661,464		644,783			
	Totals	\$ 4,494,153	1,351,012	30%	\$ 4,540,934	1,468,696	32%	\$ 4,505,520	1,319,269	29%	33%
Olney Central	Bills		948,189			1,006,953		914,991			
	Payroll		1,604,070			1,329,160		1,251,119			
	Totals	\$ 7,839,976	2,552,259	33%	\$ 7,866,901	2,336,113	30%	\$ 7,801,886	2,166,110	28%	33%
Wabash Valley	Bills		1,026,225			1,088,238		1,186,235			
	Payroll		949,766			868,030		891,005			
	Totals	\$ 6,078,045	1,975,991	33%	\$ 6,111,313	1,956,268	32%	\$ 6,006,922	2,077,240	35%	33%
Workforce Educ.	Bills		1,415,981			983,504		1,255,496			
	Payroll		476,638			388,407		382,388			
	Totals	\$ 6,193,255	1,892,619	31%	\$ 5,577,344	1,371,911	25%	\$ 5,537,706	1,637,884	30%	33%
District Office	Bills		108,758			93,980		100,123			
	Payroll		304,319			307,463		316,046			
	Totals	\$ 1,289,241	413,077	32%	\$ 1,298,178	401,443	31%	\$ 1,286,624	416,169	32%	33%
District Wide	Bills		631,498			556,721		657,300			
	Payroll		233,227			258,272		294,959			
	Totals	\$ 2,762,845	864,725	31%	\$ 2,811,650	814,993	29%	\$ 2,796,549	952,259	34%	33%
<b>GRAND TOTALS</b>		<b>\$32,116,317</b>	<b>\$ 10,061,066</b>	<b>31%</b>	<b>\$32,489,850</b>	<b>\$ 9,626,352</b>	<b>30%</b>	<b>\$32,200,613</b>	<b>\$9,826,015</b>	<b>31%</b>	<b>33%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**October 31, 2015**

	<u>FY 2016</u>		<u>FY 2015</u>		<u>Increase</u>
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>(Decrease)</u>
Salaries	4,432,831	45.11%	4,437,058	46.09%	(4,227)
Employee Benefits	689,773	7.02%	728,818	7.57%	(39,045)
Contractual Services	281,667	2.87%	257,999	2.68%	23,668
Materials	507,080	5.16%	596,650	6.20%	(89,570)
Travel & Staff Development	60,599	0.62%	81,267	0.84%	(20,668)
Fixed Charges	119,894	1.22%	107,309	1.11%	12,585
Utilities	362,423	3.69%	342,613	3.56%	19,810
Capital Outlay	66,286	0.67%	80,464	0.84%	(14,178)
Other	3,305,462	33.64%	2,994,174	31.10%	311,288
	<u>9,826,015</u>	<u>100.00%</u>	<u>9,626,352</u>	<u>100.00%</u>	<u>199,663</u>

**Agenda Item #12**

**Chief Executive Officer's Report**

**Agenda Item #13**

**Executive Session**



**Agenda Item #14**

**Approval of Executive Session Minutes**

- A. Written Executive Session Minutes**
- B. Audio Executive Session Minutes**

**Agenda Item #15**

**Approval of Personnel Report**

**Agenda Item #16**

**Collective Bargaining**

**Agenda Item #17**

**Litigation**

**Agenda Item #18**

**Other Items**

**Agenda Item #19**

**Adjournment**

