

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

November 21, 2017



Location:

**Olney Central College
305 North West Street
Olney, Illinois 62450**

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

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

**Illinois Eastern Community Colleges
Board Agenda**

November 21, 2017

7:00 p.m.

Olney Central College

Banquet Room

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Public Hearing on 2017 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. None
8. Policy Second Reading Bruce
 - A. None
9. Staff Recommendations for Approval
 - A. Certificate of Compliance with the Truth in Taxation Law Browning
 - B. Certificate of Tax Levy for FY2019 Browning
 - C. GASB Designation of Tax Levy Year Browning
 - D. 2018 Holiday Calendar Bruce
 - E. Apprenticeship Program Fee..... Bruce
 - F. Board Meeting Dates and Locations for 2018 Bruce
 - G. Newton Power Plant Assessment Bruce
 - H. Nursing TEAS Exam Requirement Bruce
 - I. CPR Course Fee Bruce
 - J. Memorandum of Understanding with Wabash Area Development..... Bruce
 - K. Easement for Buried Cable - Wabash Communications Cooperative..... Bruce
 - L. Easement for Vehicle Parking and Travel - Kieffer Development Bruce
 - M. Emergency Repair - OCC Heat Exchanger Bruce

N. Affiliation Agreements

Deaconess Hospital - Phlebotomy

Fairfield Memorial Hospital - Phlebotomy

Christopher Rural Health Planning Corporation - Phlebotomy

- 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 cafeteria, at Lincoln Trail College, 11220 Highway 1, Robinson, Illinois, in said Community College District at 7:00 o'clock P.M., on Tuesday, October 17, 2017.

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, James Lane. Also present was Madison Ferreira, student trustee. Trustees absent: Alan Henager, Jan Ridgely. 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.
Matt Fowler, President of Wabash Valley College.
Ryan Gower, President of Lincoln Trail College.
Rodney Ranes, President of Olney Central College.
Roger Browning, Chief Finance Officer/Treasurer.
Tara Buerster, Director of Human Resources.
Alex Cline, Director of Information & Communications Technology.
Jeff Cutchin, Chief Academic Officer
Jan Wiles, Frontier Community College.
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 19, 2017 were presented for disposition.

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

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

#3-A. Visitors & Guests: Visitors and guests present were recognized, including several college staff members. LTC faculty member Carrie Brown and students enrolled in her Leadership Development class were present to observe the Board meeting.

Brandon Weger gave a report on the recent Students First Retreat.

#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 Reading (and Possible Approval)” –

AGENDA #6-A. Policy 200.2 Appropriate Use of Information Technology Resources Policy:

To ensure and strengthen compliance with the U.S. Department of Education requirements, it is recommended that the additional language be added to the copyright section of Policy 200.2. The CEO recommended approval of the following Policy.

ADMINISTRATION - 200

Appropriate Use of Information Technology Resources Policy (200.2)

Effective date: June 11, 1996

Revised: August 17, 2005

Revised: April 19, 2016

Revised: May 16, 2017

Revised: October 17, 2017 (pending Board approval)

In pursuit of its mission to deliver exceptional education and services to improve the lives of our students and to strengthen our communities, the Board of Trustees of Illinois Eastern Community Colleges ("IECC" or the "District") provides access to “information technology resources” (as defined below) for students, employees and other constituents within institutional priorities and financial capabilities.

Access to District information technology resources may be granted by the data owners of that information based on their judgment of the following factors: relevant laws and contractual obligations, the requestor's need to have access to the information technology resources, the information technology and resources' sensitivity and the risk of damage to or loss by the District which could result from its disclosure.

The District reserves the right to extend, limit, restrict or deny privileges and access to its information technology resources. Data owners--whether departments, units, students, or employees--may allow individuals other than District students or employees access to information which they own or for which they are responsible, so long as such access does not violate any license or contractual agreement, District policy or any federal, state, county or local law or ordinance.

IECC information technology resources are to be used for the District-related activities for which they are intended and authorized. District information technology resources are **not** to be used for commercial purposes or non-college related activities without written authorization from the District. In these cases, the District will require payment of appropriate fees. This policy applies equally to all District-owned or District-leased information technology resources.

All users of IECC's information technology resources must act responsibly in their use of the resources. All users of District-owned or District-leased information technology resources must respect the rights of other users and comply with all pertinent licenses and contractual agreements. IECC's policy requires that all students, employees and other authorized users act in accordance with these responsibilities, relevant laws and contractual obligations and the highest standard of ethics. Each user must remember that his/her freedom to access, display or publish information is constrained by the rights of others who have the right not to be subjected to material that they find offensive. Information posted and/or published on the Internet may be accessible by any computer on the Internet.

Authorized users must all guard against abuses that disrupt or threaten the viability of any and all systems, including those at the college campuses and those on networks to which the District's systems are connected. Access to information technology resources without proper authorization from the data owner(s), unauthorized use of District computing facilities, and intentional or negligent corruption or misuse of information technology resources are direct violations of the District's standards for conduct as outlined in IECC Policies and Procedures, District collective bargaining agreement and the Faculty Handbook and may also be considered civil or criminal offenses.

Privacy and Content

USERS SHOULD HAVE NO EXPECTATION OF PRIVACY OR CONFIDENTIALITY IN THE CONTENT OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES SENT AND RECEIVED ON THE DISTRICT COMPUTER NETWORK OR STORED ON ANY IECC INFORMATION TECHNOLOGY RESOURCES. THE DISTRICT INFORMATION TECHNOLOGY DEPARTMENT STAFF, COLLEGE TECHNICIANS, OR OTHER DISTRICT EMPLOYEES, MAY, AT ANY TIME, REVIEW THE SUBJECT, CONTENT, AND APPROPRIATENESS OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES, AND REMOVE THEM IF WARRANTED, REPORTING ANY VIOLATION OF RULES TO THE DISTRICT ADMINISTRATION AND/OR LAW ENFORCEMENT OFFICIALS.

Account Security and Information Exchange

User IDs and passwords are provided for technology systems and are only for individual use. Users should not share passwords with anyone and should not use anyone else's password regardless of how the password was obtained. If a user suspects someone has discovered his or her password, the password should be changed immediately and the IT Help Desk should be notified. Users shall not intentionally modify files, data, or passwords belonging to other users. When sending electronic communications, users should be cautious when including personal information. IECC is not responsible for personal information which is obtained by unauthorized recipients or interceptors of electronic communications. Use of personal credit cards on an IECC owned computer is done at the user's own risk and IECC is not responsible for any loss or damages resulting from this use.

Employee Account Setup Process

Supervisors request accounts for their employees by completing the Information Technology Services Request Form. This form is submitted to the Human Resources and Information Technology Departments for verification and processing. When the accounts have been created, the Information Technology Department mails the initial user IDs and passwords to the employee. Banner system accounts also require the completion of the Banner Security Request form. Entrata portal account details are also included with the IT Services Request that allows employees and faculty access to various course and employee resources.

Student Account Setup Process

The Student Services Department provides student with ID numbers and PINS to be used to create Entrata portal accounts. The Entrata account creation process assigns the student a user ID and allows the student to create a password. The portal system provides access to many services including: email, online courses, electronic course materials, schedules, grades, tax forms, account balances, emergency alerts, library service, and much more.

Student Email and Electronic Communications

IECC provides email accounts to students as a tool for sharing important and official information regarding registration, financial aid, deadlines, student life, and more. Email allows IECC to communicate quickly and efficiently and provides standardized, consistent communication with IECC students. The student email accounts are cost-effective and environmentally friendly.

Student email accounts are created when students activate their IECC portal accounts. IECC expects that every student will receive email at his or her IECC email address and will read email on a frequent and consistent basis. A student's failure to receive and read IECC communications in a timely manner does not absolve that student from knowing and complying with the content of such communications.

Students may elect to redirect (auto-forward) email sent to their IECC email address. Students who redirect email from their official IECC email address to another address do so at their own risk. IECC is

not responsible for the handling of email by outside service providers. If email is lost because of forwarding, it does not absolve the student of the responsibilities associated with communications sent to their official IECC email address.

Copyrighted Material

Users shall not: copy and forward, download, and/or upload to the IECC network or Internet server any copyrighted, trademarked, and other intellectual property without express authorization from the owner of the trademark, copyrights or intellectual property right.

IECC prohibits the use of peer-to-peer file sharing applications on its network, including wireless network services, to transmit, exchange, or copy any music, software, or other materials which are protected by copyright or intellectual property rights.

Unauthorized copying, use or distributions of software is illegal, strictly prohibited, and subject to criminal penalties. **Penalties for copyright infringement are controlled by the U.S. Copyright Office and can be as high at \$150,000 per incident. For additional information, please see the website of the U.S. Copyright Office at www.copyright.gov.** Similarly, other intellectual property content owners may take criminal or civil action against a user for unauthorized copying, use or distribution of intellectual property materials. All the content transmitted via e-mail and web publishing must either be the users' own or must be transmitted with express authorization for distribution by IECC or by the individual who owns the trademark, copyright or intellectual property right.

Inappropriate and Illegal Use of Technology Resources

Examples of inappropriate and illegal use include:

1. Accessing, e-mailing or web publishing of material, including text or images, determined to be obscene and/or pornographic.
2. Use of information technology to facilitate, engage in and/or encourage academic dishonesty.
3. Email distribution or web publishing of derogatory statements intended to offend other individuals, groups, or organizations or which violate IECC's anti-discrimination/harassment policy and procedures. (See policy 100.8 and procedure 100.8 for more information.)
4. Use of information technology resources in a manner that violates this Policy, any other District/College policy, and/or local, state or federal law.
5. Intentionally infiltrate, or "hack," IECC or other information technology resources.
6. Release viruses, worms, or other programs that damage or otherwise harm IECC or other information technology resources.
7. Knowingly disrupt a system or interfere with another student's, staff or faculty member's or other authorized user's ability to use that system
8. Willfully damage or destroy computer hardware, software, or data belonging to IECC or its users.

Priority Usage of Computer Hardware, Software and/or Facilities

Priority shall be given to classroom activities, assignments and/or research and to IECC faculty, staff, and students.

Lab User Age Restriction

Patrons under the age of 18 who are not enrolled students are not permitted to use the open lab computers without obtaining authorization from the college's Learning Resource Director or Lab Supervisor.

Student Data Storage

Students are not allowed to store personal work and/or software on the hard drives in the open lab and all students should have a personal storage device or service for saving their work. Any files or software found on the hard drives will be deleted. IECC is not responsible for data lost for any reason including but not limited to: power failure, computer failure, or any other planned or unplanned or unavoidable event or emergency.

Software

IECC may provide access to software and services such as MS Office 365, Google Docs, Adobe and others. These services are generally provided for free or at a reduced cost to currently enrolled students and/or active employees. IECC must comply with the software license agreements provided by the software vendors and services may be revoked or modified at the vendor's discretion. Students and employees are required to comply with the End User License Agreement (EULA) associate with the software or service. The software and services may be terminated when students are no longer enrolled or employees are no longer employed.

Network Bandwidth

Network capacity is limited and users must not exceed reasonable usage. IECC has the rights to block, limit, or prioritize traffic for any reason.

Internal Network

Only authorized IECC technical staff are allowed to connect personal computers or other devices to the internal IECC network.

Public Wi-Fi Internet Access

Wireless public Internet access is provided throughout most IECC's campus locations. . **Please be advised that the public network does not enforce any security or encryption.** Transmissions of secure information such as ID's, credit card numbers, passwords, etc. may be intercepted by wireless users in or near the open networks. **IECC is not responsible for damage to personal property or other injury, including damage to personal computing devices resulting from software/hardware installation or Internet use.**

Commercial Use

Users shall not use the District's computer network to set up web pages to advertise or sell products or services, solicit sales or conduct business without prior written approval and, if required, the payment of an appropriate fee.

Sanctions

Alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the college's catalog. IECC treats access and use violators of information technology resources seriously. IECC computing resources may also be subject to prosecution by state or federal authorities.

IECC has the right to remove, without notice, any material from its system found to be threatening, obscene, and pornographic or which violates the District's anti-discrimination/harassment policy or any other District policy. Such action may result in the termination of the user's account.

Policy Adoption – Administration – Liability

This policy will be reviewed and updated periodically and the current policy, inclusive of any revisions, will be electronically posted on the IECC website.

Implementation

The Chief Executive Officer, Presidents and Director of Information and Communications Technology are responsible for supervising adoption of guidelines to implement this policy.

Enforcement

Alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, IECC collective bargaining agreement and the college's catalog. IECC treats access and use violations of information technology resources seriously. IECC will pursue criminal and civil prosecution of violators as it deems necessary.

Definitions

Account: see Information Technology Account

Administrative Officer: Chief Executive Officer, President, Dean or Director to whom an individual reports.

Authorized Users: students, employees, and other constituents of the IECC District.

Data Owner: the author or publisher of the information, data or software; can be the individual or department that has obtained a license for the District's use of the information, data or software.

Computing Devices: different classes of computers, servers and mobile devices. If owned, or leased by the District or if owned by an individual and connected to a District-owned, leased or operated network, use of these computing devices is covered by the IECC Policy for Responsible Use of Information Technology.

Employee: See Human Resources policy section 400.

Information Technology Resources: equipment or services used to input, store, process, transmit, and output information, including, but not limited to, desktops, laptops, mobile devices, servers, telephones, fax machines, copiers, printers, Internet, email, and social media sites.

Information Technology Account: the combination of a user number, user name, or user ID and a password that allows a student, employee, or other authorized user access to information technology resources.

Network: a group of computing devices that share information electronically, typically connected to each other by either cable, wireless or other technologies.

Software: the programs and other operating information used by a computer.

Student: any person currently participating in any class of instruction offered by or on the premises of the IECC institutions.

Systems: see Information Technology Resources

User: see Authorized User

(The following area is for policy print out and is not to be included in the catalog.)

USER AGREEMENT

I agree to and will abide by the attached policy concerning the use of computer, Internet, and web publishing access provided to me through Illinois Eastern Community Colleges (IECC).

I understand that alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the college's catalog. IECC treats access and use violators of information technology resources seriously. IECC computing resources may also be subject to prosecution by local, state or federal authorities.

I UNDERSTAND THAT I SHOULD HAVE NO EXPECTATION OF PRIVACY OR CONFIDENTIALITY IN THE CONTENT OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES SENT AND RECEIVED ON THE DISTRICT COMPUTER NETWORK OR STORED ON ANY IECC INFORMATION TECHNOLOGY RESOURCES. THE DISTRICT INFORMATION TECHNOLOGY DEPARTMENT STARR, COLLEGE TECHNICIANS, OR OTHER DISTRICT EMPLOYEES MAY, AT ANYTIME, REVIEW THE SUBJECT, CONTENT, AND APPROPRIATENESS OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES, AND REMOVE THEM IF WARRANTED, REPORTING ANY VIOLATION OF RULES TO THE DISTRICT ADMINISTRATION AND/OR LAW ENFORCEMENT OFFICIALS.

NAME: _____
(signature)

(printed name)

DATE: _____
ADMINISTRATION - 200

Board Action: Trustee Gary Carter made a motion to waive second reading and approve the foregoing revisions to the Policy 200.2 Appropriate Use of Information Technology Resources. Student Trustee Madison Ferreira 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. 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. Resolution of Intent to Levy an Additional Tax: The Public Community College Act allows districts eligible for equalization to levy up to the combined state-wide average tax rate for education and operations and maintenance purposes if the District is currently levying less than that amount. The Illinois Community College Board has certified that the average tax rate for education and operations and maintenance purposes is 29.62 cents per \$100.00 of equalized assessed valuation. Therefore, the District is eligible to levy an additional 4.62 cents per \$100.00, which would generate estimated additional tax revenue of \$684,946.00. If the Board were to utilize this additional levy authority, such levy would be subject to a back door referendum. The Board of Trustees has never utilized this additional tax authority and the CEO recommended that it not levy the additional 4.62 cents.

Board Action: Trustee John Brooks made a motion to note that the Board acknowledges and has considered its eligibility to levy the additional tax, but that Illinois Eastern Community Colleges elects to not levy the additional tax for which the District is eligible. 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Health & Dental Insurance - Calendar Year 2018: Health and dental insurance was approved for renewal with Blue Cross Blue Shield of Illinois to be offered under the IECC Marketplace. There are four (4) plans available for employees to choose from with varying rates and options for each plan. The CEO recommended approval of the new IECC Marketplace as presented.

Board Action: Trustee Brenda Culver made a motion to accept the Marketplace options as presented to be effective January 1, 2018 to December 31, 2018, as recommended. Trustee James Lane 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Health Savings Accounts, Calendar Year 2018: The Board approved the offering of a Qualified High Deductible Health Plan in February of 2010. The Board also implemented a plan allowing Health Savings Accounts (HSA) that enabled qualified employees to set aside money in pre-tax dollars.

Since 2012, the Board has contributed \$1,000 annually to each qualifying employee's HSA. A qualified employee being all bargaining unit faculty employees and all non-bargaining unit employees working at least 40 hours of service per week as defined in Business Procedure 300.1 for Employee Benefits.

The CEO recommended approval of a \$1,000 Health Savings Account contribution, effective January 1, 2018, for all qualified employees.

Board Action: Trustee James Lane made a motion to approve a \$1,000 Health Savings Account contribution, effective January 1, 2018, for all qualified employees. 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Annual Financial Report: Pursuant to Section 3.22.2 of the Public Community College Act, each district is required to annually publish a financial report prior to November 15, 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. The CEO recommended approval of the following Annual Financial Report so that it may be published locally and filed with ICCB.

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529

**ANNUAL FINANCIAL REPORT
For the Fiscal Year Ended June 30,2017**

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: \$1,487,918,606
Total District Bonded Debt: \$ 8,570,000

Tax Revenues:	<u>Extensions</u>	<u>Rates</u>
Education Fund	\$ 2,578,374	0.00174
Operations and Maintenance Fund	\$ 1,105,018	0.00075
Bond and Interest Fund	\$ 2,012,601	0.00140
Liability, Protection, and Settlement Fund	\$ 685,128	0.00046
Audit Fund	\$ 73,667	0.00005

**STATEMENT OF REVENUE AND EXPENDITURES
For the Fiscal Year Ended 2017**

<u>REVENUE BY SOURCE</u>	<u>Education Fund</u>	<u>Operations & Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Other Tax Funds</u>
Local Government	3,056,015	1,294,374	2,143,221	758,015
State Government	10,796,840	-	-	-
Federal Government	-	-	-	-
Student Tuition and Fees	12,903,267	1,043,050	-	-
Other Sources	<u>407,651</u>	<u>38,993</u>	<u>13,984</u>	<u>310,762</u>
TOTAL REVENUE	<u>27,163,773</u>	<u>2,376,417</u>	<u>2,157,205</u>	<u>1,068,777</u>
 <u>EXPENDITURES BY PROGRAM</u>				
Instruction	11,749,085	-	-	-
Academic Support	500,409	-	-	-
Student Services	1,623,652	-	-	-
Public Services	4,318	-	-	-
Auxiliary Enterprises	-	-	-	-
Operation and Maintenance of Plant	62,932	2,924,278	-	38,767
Institutional Support	5,181,299	5,237	2,096,350	1,380,320
Scholarships, Student Grants, and Waivers	<u>7,036,112</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL EXPENDITURES	<u>26,157,807</u>	<u>2,929,515</u>	<u>2,096,350</u>	<u>1,419,087</u>
 OTHER FINANCING USES: Operating Transfers-In / (Out)	 <u>(1,119,348)</u>	 <u>-</u>	 <u>-</u>	 <u>-</u>
 FUND BALANCE (Deficit), June 30, 2017	 <u>8,744,797</u>	 <u>3,043,266</u>	 <u>682,515</u>	 <u>783,815</u>

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 (21) twenty-one 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 (30) thirty Certificates in Career and Technical Education and (14) fourteen Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (36) thirty-six Certificates in Career and Technical Education and (18) eighteen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

Headcount: 28,392	Full-time Equivalent: 4,082
Staff Data: Full-time 266	Part-time: 793

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, 2016 through June 30, 2017.

Dated at Olney, Illinois, this 17th day of October 2017.

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
Brent Todd, Lincoln Trail College, Robinson, IL
Andrea Pampe, Olney Central College, Olney, IL
Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

Board Action: Trustee Gary Carter made a motion to approve the Annual Financial Report for the Fiscal Year ended June 30, 2017. 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent:

Al Henager, Jan Ridgely. The motion having received 5 yeas and 0 nays, the Chair declared the motion carried.

#8-E. 2017 Estimated Tax Levy Resolution: Mr. Browning reviewed the District's estimated tax levy for the year. The 2017 estimated tax levy resolution for taxes due and collectible in 2018 establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, and unemployment and other insurance. The CEO recommended approval of the following Estimated Tax Levy Resolution.

**RESOLUTION REGARDING ESTIMATED AMOUNTS
NECESSARY TO BE LEVIED FOR THE YEAR 2017**

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 2016 was:

Education Purposes	\$2,578,373
Operations and Maintenance Purposes	1,105,018
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	685,128
Audit	73,667
Other	0
 Total	 \$4,442,186

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2017 is as follows:

Education Purposes	\$2,712,500
Operations and Maintenance Purposes	1,162,500
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	750,000
Audit	80,000
 Total	 \$4,705,000

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 2016 was \$2,063,475; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2017 is \$2,143,638.

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 2017, exclusive of bond and interest costs, is \$4,705,000.

Section 2: The aggregate amount of taxes estimated to be levied for the year 2017, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2016.

Section 3: The aggregate amount of taxes estimated to be levied for the year 2017 for debt service is a 3.9% increase over the taxes extended for debt service for 2016.

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
Mt. Carmel 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 2017 will be held on November 21, 2017, at 7:00 p.m. at Olney Central College, Olney, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact 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 2016 were \$4,442,186.

The proposed corporate and special purpose property taxes to be levied for 2017 are \$4,705,000. This represents a 5.9% increase over the previous year extension.

- III. The property taxes extended for debt service for 2016 were \$2,063,475.

The estimated property taxes to be levied for debt service and public building commission leases for 2017 are \$2,143,638. This represents a 3.9% increase over the previous year.

- IV. The total property taxes extended or abated for 2016 were \$6,505,661.

The estimated total property taxes to be levied for 2017 are \$6,848,638. This represents a 5% increase over the previous year extension.

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

ADOPTED this 17th day of October 2017.

BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE AND WHITE
STATE OF ILLINOIS

By: _____
Chairman

ATTEST:

Secretary

Board Action: Trustee John Brooks made a motion to approve the 2017 Estimated Tax Levy Resolution 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al

Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Resolution Establishing Tax Levy Hearing: The Board annually adopts a resolution establishing the District's estimated tax levy. If the adoption of that resolution results in a greater than 5% increase in the proposed property tax levy over the previous year's extension (exclusive of bond and interest costs), a tax levy hearing must be held.

The resolution which follows would:

- 1) Establish a fiscal year of July 1, 2018 – June 30, 2019.
- 2) Require the publication of a public notice of a hearing on the tax levy.
- 3) Require a hearing on November 21, 2017.
- 4) Notify the public that a tax levy would be adopted by the Board on November 21, 2017.

The CEO recommended approval of the following resolution:

**RESOLUTION
ESTIMATED 2017 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 2017 for taxes due and collectible in 2018:

1. Date of Fiscal Year: July 1, 2018 - June 30, 2019.
2. Publication of Notice of Public Hearing on Tax Levy: After November 7, 2017 and before November 14, 2017.
3. Public Hearing on Tax Levy: November 21, 2017, at the hour of 7:00 p.m. local time, Olney Central College, Olney, Illinois.
4. Adoption of Tax Levy: November 21, 2017, following the Public Hearing.

Board Action: Trustee James Lane made a motion to approve the Resolution Establishing Tax Levy Hearing 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. Environmental Scan FY2018: The FY2018 Environmental Scan which is used by the District to forecast future internal and external needs for both college programs and services, was presented. The data is used to assist the District in developing the Strategic Plan and provides information for grant applications. The CEO recommended acceptance of the FY2018 Environmental Scan.

Board Action: Trustee Brenda Culver made a motion to accept the FY2018 Environmental Scan 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Multi Hazard Mitigation Plans Resolution - FCC-LTC-WVC: The Greater Wabash Regional Planning Commission (GWRPC) has worked with each county to develop a Multi Hazard Mitigation Plan. The Board has adopted the Richland Multi-Hazard Mitigation Plan already. The CEO recommended adoption of the Multi Hazard Mitigation Plans Resolution for the counties of Wayne, Crawford, and Wabash. The standard resolution follows:

Resolution # _____

ADOPTING THE _____ COUNTY MULTI-HAZARD MITIGATION PLAN

WHEREAS, the _____ College recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted multi-hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the _____ College participated jointly in the planning process with the other local units of government within the County to prepare a Multi-Hazard Plan;

NOW, THEREFORE, BE IT RESOLVED, that the _____ College hereby adopts the _____ County Multi-Hazard Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED, that the _____ County Emergency Management Agency will submit on behalf of the participating municipalities the adopted Multi-Hazard Mitigation Plan to the Illinois Emergency Management Agency and the Federal Emergency Management Agency for final review and approval.

Board Action: Trustee Brenda Culver made a motion to adopt the Multi-Hazard Mitigation Plan Resolution for the counties of Wayne, Wabash, and Crawford as recommended. Trustee James Lane 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-I. FCC Parking Lot Expansion Easement: The Board has been requested to express an intention to approve a final easement for a parking lot expansion at FCC. The final easement is expected to be available at the November 21st Board of Trustees meeting for final approval. The CEO recommended the Board express an intention to approve the final easement for a parking lot expansion addition.

Board Action: Trustee Gary Carter made a motion to express the Board's support of this parking lot expansion and its intention to approve the required easement when presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-J. Rise Broadband Antenna Attachment Agreement: Rise Broadband would like to continue the attachment lease for an additional five years at the existing \$150.00 per month payment and they provide one wireless Internet access account free of charge to WVC. The CEO Recommended approval of the following agreement with Rise Broadband.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made as of **October 5, 2017** (the "Effective Date"), by and between **Wabash Valley College** (the "Landlord") and Skybeam, LLC dba Rise Broadband (fka RidgeviewTel), a Colorado limited liability company, on behalf of itself and its subsidiaries (the "Tenant").

WHEREAS, Landlord is the owner of a parcel of land located at or near **15511 River Road, Mt. Carmel, Illinois 62863** (the "Property") which has a tower or similar structure (the "Structure") located thereon (the Property and the Structure are, collectively, the "Site"); and

WHEREAS, by instrument dated October 5, 2007, Landlord did lease unto Tenant a portion of the Site and Structure for the purpose of constructing, operating, maintaining, and repairing radio communications facilities to provide broadband internet access; and

WHEREAS, Tenant desires to continue to use the Site for the purpose of installing, operating, and maintaining wireless data communications equipment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. LEASE.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the exclusive right to construct, install, maintain, and operate wireless data communications equipment, personal property, and improvements associated with Tenant's wireless communications business and/or the transmission and reception of radio communication signals for the purpose of providing broadband wireless internet service from the Site, including the transmission and reception of radio communication signals (the "Equipment"). Landlord shall provide utilities, including electricity, necessary to operate Tenant's Equipment. Tenant may install, operate, maintain, repair, modify, upgrade, remove, or replace any and all Equipment at any time throughout the Term. Tenant will ensure that its Equipment does not materially affect the structural integrity of the Structure. The Equipment shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Equipment. Landlord hereby waives any and all statutory and common law lien rights which Landlord may have relating to the Equipment and all rights of distraint against such Equipment.
- 2. TERM.** The term of this Agreement shall begin on the Effective Date indicated above and shall continue for **five (5) years** (the "Initial Term"). This Agreement shall automatically renew for **five (5) additional terms of one (1) year** (each an "Extended Term"), unless Tenant notifies Landlord in writing of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then existing Term. The Initial Term and any Extended Term are collectively referred to herein as the "Term."
- 3. PAYMENTS.** In consideration for use of the Site, Tenant will pay to Landlord a monthly lease payment of **One Hundred Fifty Dollars (\$150.00)**, (the "Monthly Payment"), such payments to be made on or before the 5th of each month. Tenant will further provide **one (1) wireless internet access account** to Landlord free of charge. Such access will be provided through Tenant's existing wireless internet network with services equal to the premium residential account offered by Tenant to its customers. Should the premium residential account speed increase, such account shall increase accordingly. In the event Tenant removes its Equipment and ceases transmissions from the Site prior to the expiration or termination of the Term, the internet access account provided to Landlord will cease as of the date Tenant ceases transmissions.

4. **ACCESS TO SITE.** Landlord agrees that Tenant shall have 24/7 access to the Site for the purpose of installing and maintaining the Equipment, along with all related utility wires, cables and conduits. Landlord shall furnish Tenant with necessary means of access for the purpose of ingress and egress to the Site. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of Tenant or such authorized persons may enter the Site.
5. **MAINTENANCE.** Tenant shall, at its sole cost, maintain and repair the Equipment, along with Tenant's related improvements, antennas, equipment, or other property approved by Landlord, in good working condition. At such times that Landlord becomes aware of required maintenance or repairs to be performed by Tenant, Tenant will complete such repair and maintenance within a reasonable period after receipt of notice thereof from Landlord except in the event of an emergency or when the wireless or internet/intranet access is not working correctly, whereupon the repair and maintenance shall be completed immediately upon Tenant becoming aware of such need for maintenance and repair, subject to Section 4 hereof.
6. **TRANSFER OF INTEREST/ASSIGNMENT.**
 - 6.1. This Agreement does not prevent sale or exchange of the Property by the Landlord. However, any transferee of Landlord's interest in the Property takes such interest subject to this Agreement. In the event of the sale or other transfer of Landlord's right, title and interest in the Property, Landlord shall be released from all liability and obligations occurring after the consummation of such sale or transfer, and the successor Landlord shall assume all of Landlord rights and obligations hereunder; provided, however, that Tenant is provided a copy of the recorded deed (or similar document evidencing such change in ownership) and IRS Form W-9 within thirty (30) days of such transaction.
 - 6.2. So long as Tenant is not in default in the performance of any of the terms, covenants or conditions of the lease on Tenant's part to be performed, Tenant's possession of the leased premises and Tenant's rights and privileges under this Agreement, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in this Agreement, shall not be diminished or interfered with by any subsequent mortgagee, lender or acquiring party, and Tenant's occupancy of the Site shall not be disturbed by any subsequent mortgagee, lender, or acquiring party for any reason whatsoever during the Term or any Extended Term.
 - 6.3. Provided (i) Tenant complies with this Agreement, (ii) Tenant is not in default under the terms of the Agreement and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Agreement, and (iii) the Agreement is in full force and effect, any default under any subsequent mortgage, loan, or purchase agreement, and any proceeding to foreclose the same, will not disturb Tenant's possession under the Agreement and the Agreement will not be affected or cut off thereby.
 - 6.4. Tenant may assign or transfer this Agreement at any time upon written notice to the Landlord, to: (i) any affiliate of Tenant; (ii) any entity resulting from a reorganization of Tenant or its affiliates; (iii) any entity which acquires a majority of Tenant's equity or assets by way of sale, merger, consolidation or other event. For purpose herewith, an affiliate shall mean any entity that controls, is controlled by, or under common control with Tenant.
7. **TERMINATION.** In addition to other rights to terminate this Agreement:
 - 7.1. If a party hereto is in default of any provision of this Agreement and has failed to cure such default in accordance with Section 8 herein, the non-defaulting party may terminate this Agreement upon notice to the defaulting party.
 - 7.2. Either party shall have the right to terminate this Agreement immediately upon notice to the other party if (a) the other has filed a petition in bankruptcy, is insolvent, or has sought relief under any law related to such party's financial condition or its ability to meet its payment obligations; or (b) any involuntary petition in bankruptcy has been filed against the other party,

or any relief under any such law has been sought by any creditor(s) of such party, unless such involuntary petition is dismissed, or such relief is denied, within thirty (30) days after it has been filed or sought.

- 7.3. Notwithstanding anything contained herein to the contrary, Tenant may terminate this Agreement without further liability upon thirty (30) days' written notice to the Landlord for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ruling or regulation that is beyond the control of Tenant; (iii) if Tenant reasonably determines that the Site is not appropriate for its operations for economic, technological, or regulatory reasons, including, without limitation, signal interference; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of the Equipment..
- 7.4. Upon termination of this Agreement for any reason, Tenant will remove its Equipment within ninety (90) days.

8. DEFAULT.

- 8.1. In the event there is a default by Tenant with respect to any of the provisions of this Agreement or its obligations under it, Landlord shall give Tenant written notice of such default. After receipt of such written notice, Tenant shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, the Landlord will not hold this Agreement in default so long as the work required is being done continuously and diligently. Landlord may not maintain any action or affect any remedies for default against Tenant unless and until Tenant has failed to cure the same with the time periods provided in this paragraph.
- 8.2. In the event there is a default by the Landlord with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give Landlord written notice of such default. After receipt of such written notice, Landlord shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, Tenant will not hold this Agreement in default so long as the work required is being done continuously and diligently. Tenant may not maintain any action or affect any remedies for default against Landlord unless and until Landlord has failed to cure the same with the time periods provided in this paragraph.
- 8.3. If neither party is in default but either party acts in a way that is contrary to the Agreement and the terms and provisions in this Agreement, this constitutes a breach of contract. Either party will then be able to seek appropriate breach of contract remedies, against the breaching party, that are available according to the laws of the state in which the Property is located.

9. INDEMNIFICATION.

- 9.1. Landlord shall indemnify, defend (using legal counsel reasonably acceptable to Tenant) and save Tenant harmless from and against any and all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Landlord's occupation, use, or improvement of the Site, or that of its employees, agents, or contractors; (b) Landlord's breach of its obligations hereunder; or (c) any act or omission of Landlord or any officer, agent, employee, guest or invitee of Landlord, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Tenant or its agents or employees.
- 9.2. Tenant shall indemnify, defend (using legal counsel reasonably acceptable to Landlord) and save Landlord harmless from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Tenant's occupation, use or improvement of the Site, or that of its employees, agents, or

contractors; (b) Tenant's breach of its obligations hereunder; or (c) any act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of Tenant, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Landlord or its agents or employees.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUTOF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND PROVIDED FURTHER THAT THIS LIMITATION SHALL NOT RESTRICT EITHER PARTY'S RIGHT TO PROCEED FOR INJUNCTIVE RELIEF.

11. INSURANCE. Throughout the Term of this Agreement, Tenant, at Tenant's sole cost and expense, shall procure and maintain Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may obtain. Landlord shall be named an additional insured on all such policies and coverages.

12. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier's regular business delivery service and provided further that it guarantees delivery to the address by the end of the next business day following the courier's receipt from the sender, addressed as follows or any other address that the Party to be notified may have designated to be sender by like notice:

LANDLORD:	Wabash Valley College 233 E Chestnut St. Olney, IL 62450
TENANT:	Skybeam, LLC dba Rise Broadband 61 Inverness Dr. E, Suite 250 Englewood, CO 80112 Attn: Contract Administration

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

13. DUTIES OF TENANT. Tenant agrees:

- 13.1. To construct, improve, maintain, upgrade, add and/or repair the Equipment, at its sole expense.
- 13.2. To maintain that portion of the Site where the Equipment is located in as good condition as reasonable use will permit.
- 13.3. To manage and operate the Equipment in a reasonable manner and conduct all its activities on the Site in compliance with all applicable laws.
- 13.4. To keep the Site free of mechanics and materialmen's liens.
- 13.5. To have installed radio equipment of the type and frequency, which will not cause measurable interference to the equipment of the Landlord, or if applicable, other Tenants of the Site. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant of such interference, Tenant will take all steps necessary to correct and eliminate the interference.

14. DUTIES OF LANDLORD. Landlord agrees:

- 14.1. To permit Tenant or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to Section 4 hereof.
- 14.2. To allow installation of an electrical meter accessible to the Equipment.
- 14.3. To not use or permit the use of the Property in a manner which unreasonably interferes with the operations of Tenant, subject to the other provisions hereof. Permitting any use which

Tenant does find to interfere with Tenant's operations will constitute a breach of this Agreement.

- 14.4. To notify Tenant in advance of any other wireless operators acquiring lease on the Property. This would include wireless internet operators using any frequency either known or unknown including: the 900 MHz, 2.4 GHz, 3.65 GHz, and 5-5.9 GHz UNII, 11 GHz, 18 GHz and all other ISM bands. Allowing the use or signing a subsequent lease that would allow use of these frequencies and bands will constitute a breach of this Agreement.

15. REGULATORY COMPLIANCE.

- 15.1. Landlord hereby certifies that the Structure is in full compliance with any and all applicable Federal Communications Commission ("FCC") antenna registration, Federal Aviation Administration ("FAA"), or painting and lighting or similar requirements. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, liability, or cost (including, but not limited to, any government imposed fines, forfeitures or similar assessments) resulting from Landlord's failure to adhere to the relevant FCC and/or FAA rules, regulations and implementing precedent regarding painting, lighting, fencing, registration or similar requirements for towers, poles, or other communications structures.
- 15.2. Landlord hereby certifies that it has completed all appropriate analysis and/or obtained necessary approvals for the Site with respect to any obligations for evaluation under any and all applicable environmental or historic preservation laws including, but not limited to, the National Environmental Policy Act ("NEPA"), the National Historic Preservation Act ("NHPA"), any state, local or municipal equivalents, and any implementing precedent, amendments, rules or regulations by any federal agency, state agency, local or municipal body, or court of competent jurisdiction now effective or hereinafter enacted or amended. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, or other liability (including, but not limited to, any court judgment, government imposed fines and/or forfeitures or similar assessments) resulting from Landlord's failure to adhere to the relevant law, rule, or regulation.

16. MISCELLANEOUS.

- 16.1. Ownership of Property - Landlord warrants that it is either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. Anything less than this is a breach of contract and will be subject to the provisions and terms set forth herein.
- 16.2. Force Majeure - Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of the affected party, including without limitation any act of nature, war, terrorism, civil disorder, government regulation or order, or other circumstance beyond such party's control that makes it inadvisable, illegal or impossible to perform its obligations under this Agreement.
- 16.3. Confidentiality - The parties acknowledge and agree that, in connection with the performance of their obligations under this Agreement, each party may have access to or obtain Confidential Information of the other party. The term "Confidential Information" means the existence and terms and conditions of this Agreement, and all non-public information about the disclosing party's business or activities, which shall include all business, financial, technical, and other information of such party. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party. Neither party shall

disclose (whether orally or in writing, or by press release or otherwise) to any third party any Confidential Information except: (a) to each party's respective officers, directors, employees, auditors and attorneys, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction; or (c) to enforce the parties' obligations hereunder.

- 16.4. Governing Law - This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Colorado, without regard to its conflict of law provisions.
- 16.5. Attorneys' Fees - If a party files a lawsuit in a dispute arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees and court costs. In the event a party, without fault, is made a party to any judicial or administrative action or proceeding by reason of the conduct of the other party, the other party shall indemnify and hold the first party harmless from and against all loss, cost, liability and expense, including reasonable attorneys' fees, incurred in such action.
- 16.6. Waivers - Any waiver of any provision of, or right included in, this Agreement must be in writing and signed by the party whose rights are being waived. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any default or breach shall not be construed as a waiver of such right.
- 16.7. Modifications - No change, amendment or modification of any provision of this Agreement shall be valid or binding on either party unless set forth in a written instrument signed by authorized representatives of both parties.
- 16.8. Severability - The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement; and, if any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
- 16.9. Relationship. The parties act as independent contractors, and do not intend to create a joint venture, partnership or any agency relationship between themselves or their respective successors in interest.
- 16.10. Survivability - The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.
- 16.11. Entire Agreement - This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written communications or agreements of the parties with respect to the matters contained herein.
- 16.12. Counterparts - This Agreement may be executed in counterparts (including by facsimile or authenticated electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same document.
- 16.13. Approval - All provisions and terms are subject to final approval of appropriate officers of Tenant. Once approved and signed the terms and provisions of this Agreement are to be held in full force and effect.

Board Action: Trustee James Lane made a motion to approve the foregoing lease agreement with Rise Broadband as recommended. Student Trustee Madison Ferreira 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None.

Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-K. Affiliation Agreements: The CEO recommended approval of the affiliation agreements, as listed in full in the agenda, with the following medical institutions:

Crawford Memorial Hospital - Emergency Response - FCC
Kid's Kingdom - Associate Degree Nursing - IECC
Cisne Rehabilitation Center - Associate Degree Nursing - IECC
Clay County Hospital - Phlebotomy - OCC
Crawford Memorial Hospital - Phlebotomy - OCC
Gibson General Hospital - Phlebotomy - OCC
Good Samaritan Hospital - Vincennes, IN - Phlebotomy - OCC
Lawrence County Hospital - Phlebotomy - OCC
SIHF Weber Medical Clinic - Phlebotomy - OCC
Carle Richland Memorial Hospital - Phlebotomy - OCC
Wabash General Hospital - Phlebotomy - OCC

Board Action: Trustee Brenda Culver made a motion to approve the eleven aforementioned affiliation agreements as presented. Trustee James Lane 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

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, 2017.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for October 2017, totaling \$649,085.62, 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 2017, in the amounts listed. 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chief Executive Officer's Report” – The following items were included in the CEO Report: Illinois Mining Institute, Aspen Institute Top 150 Colleges, Enrollment.

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 19, 2017.

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. Professional Non-Faculty, Non-Exempt

1. Liesl Wingert, Coordinator of Transition Services, FCC, effective October 25, 2017, pending successful completion of background check

B. Classified

1. Kaitlyn Vanarsdalen, Library Assistant, OCC, effective November 1, 2017, pending successful completion of background check

400.2. Change in Status

A. Classified

1. Michelle McLaskey, Administrative Assistant, WED, to Program Assistant, WED, effective October 18, 2017

400.3. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Pauletta Gullett	Lakeland College, Mattoon, IL	64
	Robinson Correctional Center, Robinson, IL	
Heather Ackman	Davita Healthcare Partner, Olney, IL	12

400.4. Resignation Ratification

A. Classified

1. Amy Johnson, Program Assistant, WED, effective October 20, 2017

400.5. Retirement Ratification

A. Faculty

1. Susan Adams, Nursing Instructor, OCC, effective February 24, 2018

Addendum to Personnel Report

400.5. Retirement Ratification

A. Faculty

1. Kevin Weber, Workforce Education Instructor, effective January 1, 2018

#14-A. Board Action to Addend Personnel Report: Trustee Gary Carter made a motion to addend the Personnel Report, add an addendum for item #400.5. Trustee Brenda Culver seconded the motion. The Chair asked Trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

#14-B. Board Action to Approve Amended Personnel Report: Trustee James Lane made a motion to approve the Amended Personnel Report 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, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager, Jan Ridgely. 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 Brenda Culver made a motion to adjourn. Student Trustee Madison Ferreira 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 adopted, and the meeting was adjourned at 8:25 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Public Hearing on 2017 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)

None

Agenda Item #8

Policy Second Reading

None

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

Certificate of Compliance with the Truth in Taxation Law

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: November 21, 2017

RE: Certificate of Compliance with the Truth in Taxation Law

At the October 17th Board meeting, the Board approved the District's estimated aggregate tax levy and required that notice of the District's levy be placed in District newspapers and that a hearing be conducted on the levy pursuant to the Truth in Taxation Law which 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.

Since 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 upon the levy of the preceding year, public notice was given and a public hearing was held on the District's intent to adopt a tax levy in an amount which is more than 105% of such extension for the preceding year.

The Board estimated the aggregate amount of taxes to be levied for the year 2017 is \$4,705,000 and that the aggregate amount of taxes estimated to be levied for the year 2017 did exceed 105% of the taxes actually extended by the district in the year 2016. Public notice was placed in the following newspapers of general circulation in 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
Mt. Carmel Register, Wabash County
Wayne County Press, Wayne County
Carmi Times, White County

The notice was published not more than 14 days nor less than 7 days prior to the hearing. A public hearing was held in the manner and time described in the notice.

I ask the Board's approval of the attached Truth in Taxation Certificate of Compliance.

TLB/akb

Enclosure

**TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE**

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

CHECK ONE OF THE CHOICES BELOW:

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

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

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

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

This certificate applies to the 2017 levy.

Date: _____

Presiding Officer: _____

(Signature)

**NOTICE OF PROPOSED TAX INCREASE FOR
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2017 will be held on November 21, 2017, at 7:00 p.m. at Olney Central College, Olney, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact 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 2016 were \$4,442,186.

The proposed corporate and special purpose property taxes to be levied for 2017 are \$4,705,000. This represents a 5.9% increase over the previous year extension.

- III. The property taxes extended for debt service for 2016 were \$2,063,475.

The estimated property taxes to be levied for debt service and public building commission leases for 2017 are \$2,143,638. This represents a 3.9% increase over the previous year.

- IV. The total property taxes extended or abated for 2016 were \$6,505,661.

The estimated total property taxes to be levied for 2017 are \$6,848,638. This represents a 5% increase over the previous year extension.

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

ADOPTED this 17th day of October 2017.

BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE AND WHITE
STATE OF ILLINOIS

By: G. Andrew Fischer
Chairman

ATTEST:
Renee Smith
Secretary

Agenda Item #9B

Certificate of Tax Levy for FY2019

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
RE: Certification of Tax Levy for FY2019

The Board must certify IECC's tax levies for FY2019, beginning July 1, 2018 and ending June 30, 2019. The Certificate of Tax Levy is attached for your review. Prior years' information is also presented for comparison purposes.

In addition to the education and building fund, this certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for the outstanding bond issue and tort liability, workmen's compensation, audit, unemployment, Medicare and other insurance.

The tax rate for FY2019 is estimated at 44.18 cents per \$100 in equalized assessed valuation.

I recommend that the Certificate of Tax Levy for FY2019 be approved as presented.

TLB/akb

Attachment

CERTIFICATE OF TAX LEVY

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

We hereby certify that we require:

- the sum of \$ 2,712,500 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and
the sum of \$ 1,162,500 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and
the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and
the sum of \$ 450,000 to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and
the sum of \$ 200,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and
the sum of \$ 80,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and
the sum of \$ 0 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and
the sum of \$ 100,000 to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2017.

Signed this 21st day of November, 2017.

Chairman of the Board of Said Community College District
Secretary of the Board of Said Community College District

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

Number of bond issues of said community college district which have not been paid in full 2

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

(Detach and return to Community College District)

This is to certify that the Certificate of Tax Levy for Community College District No. County(ies) of and State of Illinois on the equalized assessed value of all taxable property of said community college district for the year 20 was filed in the office of the County Clerk of this county on , 20.

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

Date County Clerk and County

**Illinois Eastern Community Colleges
Tax Levy History**

It is necessary to certify our tax levies for FY 2019, beginning July 1, 2018 and ending June 30, 2019. This information and that of prior years is presented below to assist in evaluating next year's levy.

FISCAL YEAR	ACTUAL EAV	EDUCATIONAL LEVY	BUILDING LEVY	OPERATING LEVY	OPERATING TAX EXTENSION	TOTAL TAX LEVY RATE	ACTUAL EXTENSION TAX RATE
1999	983,802,073	1,820,000	780,000	2,600,000	2,459,505		43.77
2000	980,620,689	1,837,500	787,500	2,625,000	2,451,552		41.76
2001	1,010,227,912	1,837,500	787,500	2,625,000	2,525,570		45.13
2002	1,019,727,226	1,925,000	825,000	2,750,000	2,549,318		44.41
2003	1,034,733,922	1,925,000	825,000	2,750,000	2,586,835		44.44
2004	1,023,487,154	1,925,000	825,000	2,750,000	2,558,718		43.72
2005	1,077,939,382	1,925,000	825,000	2,750,000	2,694,848		44.99
2006	1,101,476,437	2,100,000	900,000	3,000,000	2,753,691		42.55
2007	1,109,341,717	2,135,000	915,000	3,050,000	2,773,354		42.71
2008	1,203,320,686	2,450,000	1,050,000	3,500,000	3,008,302		42.11
2009	1,373,502,477	2,135,000	915,000	3,050,000	3,019,810		39.36
2010	1,268,645,929	2,450,000	1,050,000	3,500,000	3,171,615		41.63
2011	1,266,328,720	2,450,000	1,050,000	3,500,000	3,165,822		43.84
2012	1,289,013,277	2,450,000	1,050,000	3,500,000	3,202,552		44.46
2013	1,313,132,171	2,353,750	1,008,750	3,362,500	3,263,408		44.46
2014	1,316,174,679	2,450,000	1,050,000	3,500,000	3,287,696		46.45
2015	1,355,971,691	2,450,000	1,050,000	3,500,000	3,389,930		46.01
2016	1,434,729,746	2,450,000	1,050,000	3,500,000	3,535,634		45.19
2017	1,487,918,606	2,625,000	1,125,000	3,750,000	3,683,392		43.98
							43.74
							Average
Estimated:							
2019	1,550,000,000	2,712,500	1,162,500	3,875,000	??	44.18	??

In addition to the Educational and Building Fund, our certificate of tax levy will carry the statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, for insurance purposes: (tort liability, Medicare, worker's compensation and unemployment), and for financial audit purposes.

Agenda Item #9C

GASB Designation of Tax Levy Year

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: November 21, 2017
RE: GASB Designation of Tax Levy Year

Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District's tax levy is to be recognized as income. Currently, the District levies and extends taxes based upon a calendar year. The calendar year overlaps the District's school year and the District's fiscal year.

The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2017 will be collected late in calendar year 2018 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2019 (July 1, 2018 – June 30, 2019).

I ask the Board's adoption of this resolution.

RB/akb

Attachment

Agenda Item #9D

2018 Holiday Calendar

Agenda Item #9D

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 17, 2017
RE: 2018 Holiday Calendar

Attached is a proposed schedule of holidays for Illinois Eastern Community Colleges' full-time staff for Calendar Year 2018. There is no change in the number of holidays from previous years.

I request Board approval of the 2018 Holiday Calendar.

TLB/tab

ILLINOIS EASTERN COMMUNITY COLLEGES

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

Calendar Year 2018

Monday	January 15	Martin Luther King Jr. Day
Monday	February 19	President's Day
Friday	March 30	Spring Holiday
Monday	May 28	Memorial Day
Wednesday	July 4	Independence Day
Monday	September 3	Labor Day
Monday	October 8	Columbus Day
Monday	November 12	Veteran's Day Observed
Thursday	November 22	Thanksgiving
Friday	November 23	
	December 19, 20, 21, 24	Winter Break
	December 25	Christmas
	December 26, 27, 28, 31	Winter Break
	January 1, 2019	New Year's Day

Agenda Item #9E

Apprenticeship Program Fee

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2018
RE: Apprenticeship Program Fee

Illinois Eastern has been approved by the U.S. Department of Labor to offer apprenticeship programs. The District has been working closely with area companies to establish apprenticeship programs. Although the normal tuition rates will be charged, there is no fee established for the large amount of paperwork that will be required to be submitted to various state and federal agencies on these apprenticeship programs. Therefore, a new program fee needs to be instituted.

I recommend the Board's approval of the below new program fee effective Spring Semester 2018.

Apprenticeship Fee – Effective Spring Semester 2018

All core courses in any particular program \$3 per credit hour

TLB/rs

Agenda Item #9F

Board Meeting Dates and Locations for 2018

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
RE: Board Meeting Dates and Locations for 2018

The Illinois Community College Act requires that the Board annually set meeting dates, times and locations of Board meetings for the upcoming calendar year. The attached resolution sets forth that the Trustees will meet on the third Tuesday of every month except December shall be the second Tuesday of the month. The following are the meeting dates and locations for the IECC Board of Trustees for 2018.

I recommend approval of this resolution.

TLB/rs

Attachment

**Board Meeting Dates
2018**

Tuesday, January 16, 2018, 7 p.m., Lincoln Trail College

Tuesday, February 20, 2018, 7 p.m., Olney Central College

Tuesday, March 20, 2018, 7 p.m., Wabash Valley College

Tuesday, April 17, 2018, 7 p.m., Frontier Community College

Tuesday, May 15, 2018, 7 p.m., Lincoln Trail College

Tuesday, June 19, 2018, 7 p.m., Olney Central College

Tuesday, July 17, 2018, 7 p.m., Wabash Valley College

Tuesday, August 21, 2018, 7 p.m., Frontier Community College

Tuesday, September 18, 2018, 7 p.m., Lincoln Trail College

Tuesday, October 16, 2018, 7 p.m., Olney Central College

Tuesday, November 20, 2018, 7 p.m., Wabash Valley College

Tuesday, December 11, 2018, 7 p.m., Frontier Community College

11/2017

Agenda Item #9G

Newton Power Plant Assessment

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
RE: Newton Power Plant Assessment

The District and the taxing bodies in Jasper County normally settle the equalized assessed valuation (EAV) of the Newton Power Plant every three years. The EAV settlement for taxing years 15, 16, and 17 was \$67,000,000.

The Newton Power Plant has two generating units. During the existing agreement, Dynegy took Unit #2 out of service, which the taxing bodies realized would reduce the value of the facility.

During our negotiations, the taxing bodies and Dynegy agreed that a fair value for the facility would be \$52,500,000.g

The taxing bodies agreed to an EAV of \$33,500,000 for the taxing years 18, 19 and 20. In addition, Dynegy agreed to make Payment in Lieu of Taxes (PILOT) to the taxing bodies on \$19,000,000 for taxing years 18, 19, and 20. The net effect is that the taxing bodies will receive tax revenues as if the EAV was \$52,500,000.

A few final details remain to be resolved, but taxing bodies have been asked to approve this portion of the settlement now. Obviously the entire settlement agreement will be brought to the Board for its approval, but the EAV and PILOT portions would not likely change.

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

TLB/rs

Agenda Item #9H

Nursing TEAS Exam Requirement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
RE: Nursing TEAS Exam Requirement

The Nursing faculty, Program Department Heads, Associate Dean Theresa Marcotte, and President Rodney Ranes have developed a needed change to the OCC Nursing admission requirements regarding TEAS scores.

Applicants to the IECC Associate Degree in Nursing program must take the Test of Essential Academic Skills (TEAS) exam prior to the ranking deadline. The test may be taken up to two times per ranking period and the scores are good for 24 months from the ranking deadline.

Nursing leadership and faculty have moved to extend the TEAS scores for 36 months instead of the current 24 months. This will help alleviate program costs for returning students and expedite the readmission process.

I ask the Board's acceptance of the revisions to the Nursing TEAS exam requirement.

TLB/rs

Agenda Item #9I

CPR Course Fee

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
RE: American Heart Association CPR Course Fee

The District currently offers a Cardio Pulmonary Resuscitation (CPR) course that is approved by the American Heart Association (AHA). The AHA had charged \$2.50 for a card showing course completion. On October 1st, the AHA increased the cost of the card to \$17.00 and added a required workbook which costs \$4.00.

CPR training is done at area high schools, hospitals, day care centers, and correctional facilities for correctional staff and each of these entities will address these additional costs in different ways. The current fee structure will be removed from the catalog and a Cost Recovery Fee will be utilized to cover the actual cost incurred by IECC.

I ask the Board's approval to eliminate the CPR card fee, and allow the program to utilize the current Cost Recovery Fee to recoup the cost of the AHA card and related materials as appropriate.

TLB/rs

Agenda Item #9J

Memorandum of Understanding with Wabash Area Development

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
RE: Memorandum of Understanding with Wabash Area Development Head Start

The Wabash Area Development Corporation operates the Head Start/Early Head Start Program and wishes to implement a Memorandum of Understanding (MOU) with the District/Wabash Valley College operated Small World dealing with Pre-Kindergarten children.

Under the agreement, each party will work collaboratively to screen and select Pre-Kindergarten children and refer children to each other's programs and obtain parental consent when required.

The MOU deals with special education requirements and providing early intervention and smooth transition into the school system. The parties agree to one on one training for Head Start staff and Head Start teachers dealing with special needs children. A major portion of the agreement deals with a Kindergarten transition agreement and allows for anticipation, orientation, and information sharing with the families leaving Head Start and going into Kindergarten.

I ask the Board's approval of this Memorandum of Understanding between the Wabash Area Development and IECC/Wabash Valley College/Small World.

TLB/rs

Attachment

MEMORANDUM OF UNDERSTANDING
AND
LINKAGE AGREEMENT
BETWEEN

WABASH AREA DEVELOPMENT INC. HEAD START/EARLY HEAD START PROGRAM

And

SMALL WORLD—WABASH VALLEY COLLEGE
PRE-K AGREEMENT

**This is a collaborative agreement which describes the intentions for the above two entities to work in partnership to support early childhood care and education of the families with preschool age children in the community.*

In order to support comprehensive services and support for these families both parties agree to:

1. Establish and maintain open lines of communication with each other.
2. After children have been screened, meet with Head Start for the selection process for appropriate placement.
3. If families selected for the school Pre-K program are already enrolled in Head Start, it will be explained to families that they need to remain in Head Start as both programs are collaborating with this Preschool for All/Pre-K program. Head Start can provide many services that Pre-K cannot (health, dental, vision, etc). The school can provide center-based services that Head Start does not.
4. Routinely refer children to each others program and share waiting lists with each other.
5. When applicable with parent consent, each partner will release development screening results, health screenings, medical information, etc. in order for families to receive services in each program.

SPECIAL EDUCATION AGREEMENT

*The following agreement is for the purpose of promoting cooperation in serving families with children who may be in need of special education. **It is not a legally binding contract.***

Head Start agrees to:

1. a. Screen all children enrolled for potential problems in the areas of physical and dental health within 90 days of enrollment.
b. Screen all children enrolled for potential problems in speech, vision, hearing and development within 45 days of enrollment.
c. Complete other assessments through observation and discussion with parents.
d. Obtain a child development history on each child.
2. All children failing any section of the developmental rescreen will be referred to the school district, with parent permission, for further evaluation. We will complete referral paperwork and include results from our screenings. We will assist parents with transportation to the school for evaluations and meetings. We will assist the school in contacting parents and relaying messages.
3. We wish to participate in all conferences including the IEP and Annual Review. Head Start staff that may attend will be the teacher/home visitor, health staff, or site supervisor depending on conditions and availability of staff.
4. Head Start will dual enroll children with the school district as deemed appropriate in the IEP. We will attempt to accommodate placement in our classroom or home based program. Head Start is willing to be a placement option for children eligible for Special Education and related service if deemed appropriate at the IEP and parents are in agreement.
5. We will conference with all teachers of dual enrolled children to ensure continuity of programs, building on and reinforcing the objectives set on the IEP.
6. Head Start will obtain written consents of parents to share all information to and from the school district. We will request copies of all evaluations done and all conferences including the IEP. We will observe confidentiality of the information shared.
7. We will notify you of any child in our Early Head Start program meeting disability criteria who turns three years old at least six months in advance of their turning three years of age.
8. Head Start will assist parents in understanding their rights under the provisions of Part B IDEA.

Head Start will participate in transition meetings with Early Intervention and the local school district for all children with disabilities entering the school systems. Head Start will prepare the child and parent for a smooth transition into the school system. Visiting and conference activities will be coordinated with the school personnel.

Head Start will collaborate with the school district to provide one-on-one training to Head Start staff working with the dual enrolled child. An example of this training might be for the Head Start teacher/home visitor to observe and work with the child and the speech therapist during a session.

The school district agrees to:

1. Refer to Head Start when a child does not meet eligibility requirements for a school program or when dual enrolling with Head Start would benefit the child.
2. Invite Head Start staff to attend staffing, IEP and other reviews and/or ongoing conferences on all children in Head Start. If possible, *CC* the copy of the letter sent to the parent of the child enrolled in the Head Start program.
3. Contact Head Start for our assistance when there is difficulty connecting with or getting response from a parent.
4. Conduct evaluations as needed on children referred for further assessments when the Head Start screening indicates a concern.
5. With written consent of parent, share reports both verbally and written with the appropriate Head Start staff.

KINDERGARTEN TRANSITION AGREEMENT

The following section is for the purpose of promoting smooth and timely transition for the children and families leaving Head Start and going to kindergarten. This agreement allows for anticipation, orientation and information sharing for the families leaving Head Start and going into kindergarten.

Head Start agrees to:

1. Provide all families leaving Head Start to go on to kindergarten with the booklet, “*Head Start to Kindergarten: Another Step Forward*”. The booklet will include a listing of all schools addresses, phone numbers, principal’s name, and names of the kindergarten teachers in Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White County school districts.
2. Encourage families to participate in their pre-school round-up and kindergarten registrations. Head Start will provide transportation assistance if necessary.
3. Give the families a copy of their child’s physical, dental and shot records from the program’s files to take with them to their child’s kindergarten registration.
4. Plan, do, and review transition activities with families to help with concerns and raise awareness of the important development milestones. Examples of activities are: reading books about kindergarten and separation, drawing pictures, making books, role playing, etc.
5. Plan, do, and review field trips to local kindergarten classrooms.

The school district agrees to:

1. Provide Head Start with the needed information for compiling the transition booklet.
2. Contact Head Start Education Coordinator with kindergarten registration dates to assist in keeping families informed.
3. Support the Head Start kindergarten field trip.
4. Support Head Start families' and children's participation in activities during the Head Start kindergarten field trip.

****The following outlines steps to coordinate activities with the local educational agencies serving Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White Counties in which children participating in the Head Start Program will enroll following their departure from Head Start.***

In joint collaboration, both agencies agree to provide the appropriate services to families involved in local service areas of the educational agency. Both agencies and service providers will work together to provide an integrated system of public dissemination and access to programs for families contacting the Head Start program or any of the preschool programs.

Both agencies agree to share information according to the confidentiality guidelines and will not disclose information without written consent.

Both agencies will make and accept referrals meeting the appropriate guidelines, educational activities, curricular objectives and instruction.

Both agencies will work together to meet the needs of the families through selection priorities for eligible children to be served by programs.

Both agencies will respect the human rights and dignity of persons served with provisions of additional services to meet the needs of working parents as applicable.

The collaboration of services will be a united team effort by providing staff training including opportunities for joint staff training in topics such as academic content standard, instructional methods, and social and emotional development.

Both agencies will provide communication and parent outreach for smooth transitions to kindergarten.

Both agencies will address any communication difficulties individually or through intra-agency meetings or program technical assistance.

Both agencies will collaborate as needed in the shared use of facilities, transportation and any other elements agreed to by the parties to such memorandum. This agreement and memorandum will begin September 2017 and continue through September 2018. Agreement will be reviewed and renewed annual.

School District Representative/Title Date
Illinois Eastern Community Colleges, WVC

Lena M. Hicks, Executive Director Date
Wabash Area Development, Inc.

Alisa Newman, Head Start/Early Head Start Director Date
Wabash Area Development, Inc.
Phone: (618) 963-2387
Fax: (618) 963-2525

Agenda Item #9K

Easement for Buried Cable - Wabash Communications Cooperative

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
RE: Easement for Buried Cable Wabash Communications Cooperative

Wabash Communications has requested an easement over the north part of the campus at Frontier Community College, along the south side of Old Mt. Vernon Road, which is located at the north property line of the college. The easement would be 16.5' in width and would be used to bury an underground communications cable, including conduit, manholes, and surface testing terminals.

I ask the Board's approval of this easement.

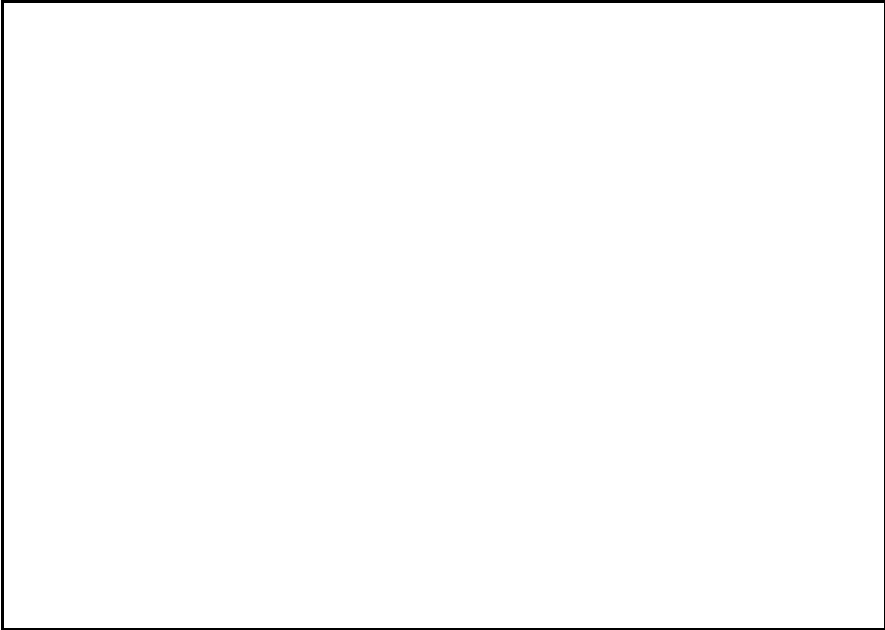
TLB/rs

Attachment

**BURIED
CABLE
FACILITIES
EASEMENT**

No. 897-20517
County Wayne
County ID# 18-02-201-003

Township: 2S Range: 7E
U.S. Survey
Section 2
Line-Map #
Aerial Photo #



Received of Wabash Communications Coop. \$0.00 Dollars (00/100), and other vauable consideration for which the undersigned Illinois Eastern Community College Dist. #529 whose address is: 223 E. Chestnut ST. Olney, IL 62450, which is part of the: Old Mt Vernon Rd.

hereby grant and convey unto said Cooperative, its respective successors assigns, lessees, licensees and agents a permanent right of way and easement to construct, operate, maintain, inspect, replace and remove it's underground communications system consisting of such buried cables, conduits, manholes, surface testing terminals, markers and all appurtenances thereto, as may be required from time to time upon, over and under a strip of land one rod (16.5 feet) in width, across the land of the undersigned described as follows:

Township, 2S Range 7E Wayne County, Illinois
Sec. 2 N/2 Lot 15 Industrial 3.92 Acres
Park

County ID #: 18-02-201-007

Easement shall be along the North property line on the South side of Old Mt Vernon Rd. (900N)

Together with:

- [1] The right of ingress and egress by reasonable routes across the adjoining property of the undersigned to and from said easement.
- [2] The right to place surface markers and surface testing terminals on said strip, such markers and terminals to be placed only on fence
- [3] The right to clear and trim all trees, over-hanging branches, roots, brush, and other obstructions on or adjoining said strip as may be necessary during the construction, operation, and maintenance of said communications system.
- [4] The right to install temporary gates in fences crossing said strip, which fences shall be repaired and restored to their former condition following construction.

The Telephone Cooperative shall be responsible for damage caused to the undersigned's property by the Cooperative, its agents and employees, and shall repair and restore the premises and pay for any crop damage following construction and work. Further, the right of the undersigned to freely use and enjoy their interests in the premises is reserved to them, their heirs, successors, and assigns insofar as the premises thereof does not endanger or interfere with the construction, operation, and maintenance of said communications system, including, without limiting the generality of this reservation, the right to cultivate and grow crops and the right to establish roadways and utility lines across said right of way without the written consent of the Cooperative.

Agenda Item #9L

Easement for Vehicle Parking and Travel - Kieffer Development

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
RE: Easement for Vehicle Parking and Travel – Kieffer Development

At the Board meeting on October 17, 2017, the Board of Trustees expressed their intention to approve an easement for the creation of a parking lot upon District property.

The legal description of the requested easement has been prepared and follows the easement discussed, and tentatively approved, at the October Board meeting. The easement conveys to Kieffer Development a 98' X 61' extension of the existing student parking lot located west of the Workforce Development Building. It will provide 35 additional parking spaces.

I ask the Board to approve the permanent easement as set forth.

TLB/rs

Attachment

EASEMENT
FOR

VEHICLE PARKING
AND
TRAVEL

THE GRANTOR, ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 of the County of Richland, State of Illinois; for and in consideration of ten dollars and other good and valuable consideration, does hereby grant, assign and convey, a perpetual easement for vehicle parking and travel on lands of the Grantor, to the GRANTEE, KIEFFER DEVELOPMENT, LLC, an Illinois Limited Liability Company, with offices located in the County of Wabash and State of Illinois, which easement shall be a covenant running with the land for the benefit of that tract acquired by the Grantee described as:

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.

Said conveyance included an easement as therein described and an additional easement is hereby granted described as:

Additional Easement for Parking Lot to North and East –

356 feet of even width off of the East side of the South 77 feet of Lot 14 in Fairfield Industrial Park, as per plat filed in Plat Book "B", at page 112 in the office of the Recorder of Wayne County, Illinois.

ALSO, 50 feet of even width off of the North side of Lot 22 in Fairfield Industrial Park, as per plat filed in Plat Book "B", at page 112 in the office of the Recorder of Wayne County, Illinois. EXCEPT 130 feet of even width off of the West side of said 50 foot strip and EXCEPT 164 feet of even width off of the East side of said 50 foot strip.

In accord with the plat attached hereto and incorporated herein.

Agenda Item #9M

Emergency Repair - OCC Heat Exchanger

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
RE: Emergency Repair – Heat Exchanger at OCC

Under the State law on requirements of bidding, expenditures in excess of \$25,000 must be openly bid. There is an exception for emergency repairs that the Board can utilize in the event of an unusual occurrence.

One of the heating units on the roof of Olney Central College, made by the Mammoth Corporation has had a failure of the heat exchanger and it needs to be replaced immediately. A temporary repair, costing \$9,000 could be done immediately, but the heat exchanger would still have to be removed and replaced at the full cost of doing so.

It is the administration's recommendation that the Board utilize the emergency provisions in the state bidding act to allow the District to immediately replace the heat exchanger. We have received 3 estimates of doing so, \$27,695 from Debra-Kuenpel; \$33,680 from Alpha; and \$48,842 from Merz.

I would ask the Board's approval to make an immediate emergency repair to the OCC heat exchanger at a cost estimated to be \$27,695, but I ask the Board's approval of the expenditure of up to \$35,000 if unknown contingencies arise.

TLB/rs

Agenda Item #9N

Affiliation Agreements

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 21, 2017
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 the following affiliation agreements:

Deaconess Hospital - Phlebotomy - FCC - LTC - OCC - WVC

Fairfield Memorial Hospital - Phlebotomy - FCC - LTC - OCC - WVC

Christopher Rural Health Planning Corporation - Phlebotomy - FCC - LTC - OCC - WVC

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

TLB/rs

Attachments

AFFILIATION AGREEMENT BETWEEN

DEACONESS HOSPITAL, INC.

AND

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

FRONTIER COMMUNITY COLLEGE

LINCOLN TRAIL COLLEGE

OLNEY CENTRAL COLLEGE

WABASH VALLEY COLLEGE

FOR

Phlebotomy Program

THIS AFFILIATION AGREEMENT (“Agreement”) is made as of the 16th day of November, 2017 (“Commencement Date”) by and between

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

FRONTIER COMMUNITY COLLEGE

LINCOLN TRAIL COLLEGE

OLNEY CENTRAL COLLEGE

WABASH VALLEY COLLEGE

, a(n) Illinois Educational Entity, located at 233 E Chestnut Street, Olney IL 62450 and Deaconess Hospital, Inc., an Indiana non-profit corporation (“Hospital”), located at 600 Mary Street, Evansville, Indiana.

WITNESSETH:

WHEREAS, Hospital operates not-for-profit, regional acute care facilities located at 600 Mary Street, Evansville, Indiana (“Deaconess Hospital”) and at 4011 Gateway Boulevard, Newburgh, Indiana (“Gateway Hospital”), as well as other healthcare affiliates and entities located throughout the Tri-State area; and

WHEREAS, Educational Entity implements a clinical educational opportunity for participating students (or an observational opportunity for participating students) (singular “Student” and plural “Students”) commonly referred to as its **Phlebotomy Program** (“Program”); and

WHEREAS, for the mutual benefit of each party hereto, Educational Entity and Hospital desire to enter into a joint program for the training and preparation of Phlebotomy students or an observational opportunity for Students, using for training purposes the medical/clinical facilities of Hospital with the objective of meeting increased demands for this occupation and providing quality care for patients in the communities served by Hospital subject to the terms hereof.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

Section 1. Term. The term of this Agreement shall be for 12 months, commencing on the Commencement Date and concluding on the date that is 12 months thereafter, provided, however, on the anniversary date of the Commencement Date and each anniversary date thereafter, this Agreement shall automatically renew for a similar term of 12 months until terminated in writing by either party at least sixty (60) days prior to the Commencement Date or any anniversary thereof, provided, further, however, if Hospital provides notice of termination prior to the end of a Program placement, such termination will not take place until any Students then currently enrolled have been given the opportunity to complete the Program for the then current placement.

Section 2. Hospital and Educational Entity mutually agree to the following with respect to the relationship of the Students which, for purposes hereof, shall also include observers, faculty members or sponsors, as the case may be, vis-à-vis the Program:

(a) The Students shall at all times be deemed to be students of the Educational Entity and in no circumstances shall be deemed as or otherwise permitted to be students, employees, agents, contractors, or affiliates of Hospital during their/his/her participation in the Program. Unless Students qualify as “health care providers” and provide satisfactory evidence of professional liability insurance coverage prior to Program participation at Hospital as may be required pursuant to Paragraph (d) below, without limiting the generality of the foregoing, such participants shall neither be considered nor permitted to be “health care providers” for purposes of I.C. 34-18, et seq. (the Indiana Medical Malpractice Act) or any other federal or state statute or regulation. In addition, Students are exempt from and shall have no claim under this Agreement or otherwise against Hospital for injuries related to workers’ compensation, disability, unemployment insurance benefits or employee benefits of any kind.

(b) Hospital reserves the right to require Educational Entity to suspend or remove any Student immediately from Hospital because of unsatisfactory work or conduct by Student related to their/his/her participation in the Program, including without limitation, breach of Hospital’s confidentiality guidelines. Any such suspension or removal shall be effective for five (5) scheduled Program days until the Student(s) can be given a hearing by the Educational Entity, which hearing may result in permanent penalties, including removal from the Program. If requested by Educational Entity, Hospital may provide to the Educational Entity information related to such unsatisfactory work or conduct. Notwithstanding the foregoing, no suspension or removal may be based upon race, sex, age, creed, religion, national origin or disability or any other federal, state or local prohibition.

(c) Prior to any Program participation at Hospital, each Student, observer, faculty member or sponsor, as applicable, shall be responsible for completing and providing to Hospital or Educational Entity documented evidence of compliance with each of the Program requirements initialed by both parties as necessary for Program participation on Exhibit A, attached hereto and made a part hereof. The party responsible for verification of each applicable requirement shall maintain documentation of compliance for the duration of the Program and, upon request, will furnish the other party with copies or verification of such compliance.

(d) Each party hereto shall be responsible for its own acts and omissions and generally shall not be responsible for the acts or omissions of the other. Therefore, each party agrees to indemnify and hold the other party, its officers, directors, servants, agents

and employees, as applicable, harmless from and against all third party claims, actions, liability and expenses (including costs of judgments, settlements, court costs and attorney's fees, regardless of the outcome of such claim or action) arising solely out of or related to any negligent act or omission of the negligent party or its Students related to the performance of this Agreement, including, but not limited to, personal injury, death, property damage or destruction and breach of patient confidentiality by any Student, employee, agent or servant of Educational Entity. Each party agrees to provide the other party written notice of any such claim or action within thirty (30) days after receiving notice thereof or after it has knowledge of any such claim, damage, loss or expense incurred by it resulting from the above described acts or omissions.

(e) Reasonable efforts will be made by appropriate representative of the parties to resolve any disputes, complaints and/or problems with Students or the Program.

(f) Neither party will discriminate against any applicant or Student in nomination, selection or training because of religion, sex, race, creed, disability, national origin, age or any other federal, state or local prohibition.

Section 3. Covenants of Educational Entity. Throughout the term hereof, Educational Entity agrees to perform or cause to be performed the following covenants:

(a) Direct and maintain primary responsibility for administration of the Program, including, but not limited to, selection and assignment of Students to the Program, curriculum development, grading requirements for matriculation, credits, scheduling and clinical hours and shall provide general supervision of the Students.

(b) Provide to Hospital the names and phone numbers of faculty/liaisons or Educational Entity contact person responsible for the general supervision of the Students. As applicable to the Program, Educational Entity shall also provide Hospital with the overall objectives of the Program and provide appropriate educational objectives and documents for clinical experiences to appropriate Hospital personnel.

(c) Provide to Hospital a description of the expected clinical educational experience, including applicable activities and objectives for the Program, roles for the clinical experience and clinical department assignments. The number of Students in each department, facility or assigned area shall be mutually agreed to by the parties to provide the educational objectives of Educational Entity and to meet the standards for services set by Hospital.

(d) Educational Entity shall provide Hospital with a skills check list or a formal validation of the Students' competency in performing the skills required in the clinical education experience upon request or review by authorized personnel. Such records shall be maintained by Educational Entity. Hospital reserves the right for its applicable liaison, nurse manager, supervisor or administrative personnel to oversee the quality and quantity of activities undertaken by the Student(s), consistent with the terms hereof and the Program.

(e) As applicable to Hospital's requirements and the Program, Educational Entity will cause the Students to participate and receive an orientation to Hospital and, if applicable, the Hospital department(s) in which the clinical education experience is received.

(f) Educational Entity shall provide instruction to the Students on the importance of respecting the confidential and privileged nature of all information which

may come to their attention concerning patients and the records of Hospital and its patients. Such instruction will include warnings that the disclosure of patient medical records and information to any person can result in civil and criminal liability under the federal Health Insurance Portability and Accountability Act (HIPAA) and the federal and state laws implementing regulations under such statutes (collectively, the “Privacy Laws”). Patient medical records and other personal information encountered by the Student during the educational experience are protected by such Patient Privacy Laws. Access to patient records and other personal information by the Student is limited to those data necessary for the educational experience and the Program requirements. All protected health information must be held in confidence and any information referenced for educational purposes must be anonymous (unidentifiable as to patient), in compliance with the Privacy Laws and no way traceable to the specific individual.

(g) Educational Entity will cause the Students to become thoroughly familiar with all applicable personnel, policies, procedures, standards, facilities, confidentiality requirements and code of ethics applicable to Hospital and abide by the same.

(h) Educational Entity shall inform Students that they are responsible for their own meals, lodging, transportation, uniforms (as applicable), laundry and health insurance for the assignment.

(i) Educational Entity shall ensure that each Student has in force a Medical Insurance policy on his/herself and each Student shall be responsible for his/her own personal health and welfare and compliance with applicable policies and procedures of Hospital and assigned areas.

(j) Each Student participating in the Program is required to provide liability insurance coverage for professional malpractice with a limit of one million dollars (\$1,000,000) per occurrence and a limit of three million dollars (\$3,000,000) annual aggregate (unless Student is a qualified provider in the Indiana Patient Compensation Fund, then limits would be in accordance with Indiana Medical Malpractice Act), provided, however, such insurance coverage for each Student in the Program may be provided by the Educational Entity’s insurance coverage.

(k) Each Student shall provide verification of an annual negative tuberculin skin test or, if positive, a negative chest X-ray; Hepatitis B immunization status, and all relevant immunizations against communicable diseases; a physical exam; and all other tests in accordance with Hospital policies and procedures, prior to entry into the Program.

Section 4. Covenants of Hospital. Hospital agrees to perform or cause to be performed the following covenants through the term hereof:

(a) Accept Students in the Program for which placement has been mutually reviewed, planned and arranged with Educational Entity.

(b) Provide to the Students and Educational Entity the name and telephone number of the liaison for Hospital.

(c) Retain responsibility for health care and related duties and services provided to its patients.

(d) Making daily (or as necessary to meet mutually acceptable Program goals) assignments for clinical experiences of the Students compatible with Program requirements.

(e) Participate in appropriate evaluations of the Program and, if applicable, the Students.

(f) Provide the same emergency care for Students that it provides for its employees in case of accident or illness. Student and Educational Entity shall be jointly responsible for all costs and expenses associated with such care

(g) Direct administrative and professional supervision of the Students, which shall include, but not be limited to, the appointment of a training supervisor who meets the qualifications as stated in the Program and a qualified staff member, if applicable, to directly supervise each Student during performance of any clinical procedures. Hospital shall provide Students with sufficient numbers and variety of procedural experiences to satisfy requirements for the Program to the extent such experiences are practicable.

(h) Hospital reserves the right to remove any Student or faculty member from Hospital's premises and the Program whenever, in Hospital's sole judgment, such Student's or faculty member's conduct or performance is unsatisfactory, in violation of Hospital's policies and procedures or poses a danger to self or the health and safety of Hospital's patients, staff or visitors, will adversely affect Hospital's reputation or good will or such removal is in the best interest of patient care and treatment.

Section 5. Miscellaneous.

(a) This Agreement shall be interpreted, governed and construed according to the laws of the State of Indiana.

(b) Neither party hereto shall assign its rights or delegate its duties to any other person or entity without the prior written consent of the other party hereto.

(c) This Agreement is intended to be formed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of the Agreement and the application of such provision to the other party or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(d) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and it is understood and agreed that all undertakings and agreements heretofore between the parties with respect to the subject matter of this Agreement are merged herein. The provisions herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may only be modified by a subsequent written agreement executed by all parties hereto.

(e) All terms and conditions of this Agreement that would, by their nature, survive the expiration or termination of this Agreement, shall so survive.

(f) All notices hereunder shall be in writing and mailed to each party at the following address:

Educational Entity

Illinois Eastern Community College District No. 529
Frontier Community College
Lincoln Trail College
Olney Central College
Wabash Valley College

Hospital

Deaconess Hospital, Inc.
Attention: Douglas A. Welp
600 Mary Street
Evansville, IN 47747

(g) Illinois Eastern Community College, District No. 529 warrants and represents Terry Bruce is its Chief Executive Officer, and is the CEO of Frontier Community College, Lincoln Trail College, and Wabash Valley College and Olney Central College, and has the full authority to execute this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date set forth above.

Illinois Eastern Community College District No. 529

By: _____

Printed: Terry Bruce

Title: Chief Executive Officer

Deaconess Hospital, Inc.

By: _____

Printed: Douglas A. Welp

Title: In-House Counsel

**AFFILIATION AGREEMENT
BETWEEN**

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

FRONTIER COMMUNITY COLLEGE

LINCOLN TRAIL COLLEGE

OLNEY CENTRAL COLLEGE

WABASH VALLEY COLLEGE

AND

FAIRFIELD MEMORIAL HOSPITAL

**303 NW 11th Street
Fairfield, IL 62837**

THIS AGREEMENT made and entered into this 21st day of November, 2017, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, 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 21st day of November, 2017.

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

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529,

Director of Medical Laboratory Services

Chairman, IECC Board of Trustees

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

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 COLLEGE DISTRICT NO. 529
FRONTIER COMMUNITY COLLEGE
LINCOLN TRAIL COLLEGE
OLNEY CENTRAL COLLEGE
WABASH VALLEY COLLEGE
Phlebotomy Program

AND

CHRISTOPHER RURAL HEALTH PLANNING CORPORATION

4241 IL-14
Christopher IL 62822
618-984-2695

THIS AGREEMENT made and entered into this 21st day of November, 2017 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Frontier Community College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and CHRISTOPHER RURAL HEALTH PLANNING CORPORATION (hereinafter referred to as AGENCY), which includes the following locations:

Christopher REA Clinic
4241 St Hwy 14 W Christopher, IL
Phone: 800-408-7351

Albion Community Health Center
33 W Main St Albion, IL
Phone: 618-445-2287

CRHPC-Carmi Health Center
103 Commerce St Carmi, IL
Phone: 618-384-5686

DuQuoin REA Clinic
119 Gas Plant Rd DuQuoin, IL
Phone: 618-542-8702

Eldorado Rural Health Clinic
1401 US Hwy 45N
Eldorado, IL 62930
Phone: (618)273-2951

Fairfield Community Health Center
209 NW 11th St. Fairfield, IL
Phone: 618-842-4470

Clay Medical Center
201 E North Ave Flora, IL
Phone: 618-662-8386

Johnston City Community Health Center
14410 Rt 37 Johnston City, IL
Phone: 618-983-6911

Mt. Vernon Community Health Center
2920 Veterans Memorial Dr
Mt. Vernon, IL
Phone: (618)244-6544

Sesser Community Health Center
6294 Rt 154 E Sesser, IL
Phone: 618-625-6979

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 21st day of November, 2017.

**CHRISTOPHER RURAL HEALTH
PLANNING CORPORATION
4241 IL-14
CHRISTOPHER, IL 62822
618-984-2695**

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,**

Administrator, Hospital or Agency

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.

Adopted 6-2005

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, 2017**

FUND	BALANCE
Educational	\$7,144,094.12
Operations & Maintenance	\$1,135,436.27
Operations & Maintenance (Restricted)	\$1,189,185.93
Bond & Interest	\$1,851,912.79
Auxiliary	\$279,952.60
Restricted Purposes	\$67,395.77
Working Cash	\$207,075.61
Trust & Agency	\$515,107.33
Audit	(\$14,961.70)
Liability, Protection & Settlement	\$505,219.14
TOTAL ALL FUNDS	\$12,880,417.86

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
October 31, 2017

	ALL FUNDS
	Fiscal Year 2018
ASSETS:	
CASH	12,880,418
IMPREST FUND	21,300
CHECK CLEARING	12,500
INVESTMENTS	18,590,000
RECEIVABLES	3,078,125
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	507,898
OTHER ASSETS	456,087
FIXED ASSETS (Net of Depr)	17,349,514
TOTAL ASSETS AND OTHER DEBITS:	52,895,842
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	214,942
ACCOUNTS PAYABLE	123,214
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	85,538
L-T DEBT GROUP (FUND 9)	9,391,550
OTHER LIABILITIES	-
TOTAL LIABILITIES:	9,815,244
 EQUITY AND OTHER CREDITS:	
FUND BALANCE	8,524,712
PR YR BDGTD CHANGE TO FUND BALANCE	98,782
INVESTMENT IN PLANT (Net of Depr)	17,349,514
 FUND BALANCES:	
OTHER FUND BALANCES	16,953,955
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(9,391,550)
RESERVE FOR ENCUMBRANCES	9,545,185
TOTAL EQUITY AND OTHER CREDITS	43,080,598
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 52,895,842

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF October 31, 2017

ALL FUNDS

FY 2018
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	4,700,297
STATE GOVT SOURCES	3,880,396
STUDENT TUITION & FEES	7,189,274
SALES & SERVICE FEES	1,488,826
FACILITIES REVENUE	3,980
INVESTMENT REVENUE	33,940
OTHER REVENUES	112,576
TOTAL REVENUES:	17,409,289

EXPENDITURES:

INSTRUCTION	2,947,817
ACADEMIC SUPPORT	152,566
STUDENT SERVICES	455,862
PUBLIC SERV/CONT ED	0
OPER & MAINT PLANT	1,026,226
INSTITUTIONAL SUPPORT	2,184,928
SCH/STUDENT GRNT/WAIVERS	2,787,779
AUXILIARY SERVICES	1,944,261
TOTAL EXPENDITURES:	11,499,439

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	5,909,850
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Illinois Eastern Community Colleges
Operating Fund Analysis
CASH BASIS

July 1, 2017 -- October 31, 2017

	Education Fund	O & M Fund	Total Operating Funds
REVENUES:			
Local Government Sources	1,916,432	821,336	2,737,768
State Government Sources - Current Year	3,880,396	-	3,880,396
State Government Sources - Prior Year	3,227,904	-	3,227,904
Net Tuition and Fees	2,420,656	753,638	3,174,294
Sales & Service Fees	13,134	60	13,194
Facilities Revenue	-	3,515	3,515
Investment Revenue	19,718	4,568	24,286
Other Revenues	13,250	-	13,250
TOTAL REVENUES:	<u>11,491,490</u>	<u>1,583,117</u>	<u>13,074,607</u>
 EXPENDITURES:			
Salaries	3,817,635	239,258	4,056,893
Employee Benefits	691,584	57,142	748,726
Contractual Services	93,868	200,908	294,776
Materials	527,680	70,485	598,165
Travel & Staff Development	42,389	591	42,980
Fixed Charges	100,182	7,064	107,246
Utilities	21,897	377,928	399,825
Capital Outlay	7,998	2,998	10,996
Other	37,152	536	37,688
TOTAL EXPENDITURES:	<u>5,340,385</u>	<u>956,910</u>	<u>6,297,295</u>
 TRANSFERS :			
Interfund Transfers	(1,140,107)	-	(1,140,107)
TOTAL TRANSFERS:	<u>(1,140,107)</u>	<u>-</u>	<u>(1,140,107)</u>
 NET INCREASE / (DECREASE)			
	<u>5,010,998</u>	<u>626,207</u>	<u>5,637,205</u>

**OPERATING FUNDS
COMPARISON REPORT FY16-18**

College	Category	FISCAL YEAR 2016			FISCAL YEAR 2017			FISCAL YEAR 2018			
		Anticipated Budget	Spent Thru October	% of Bdgt	Anticipated Budget	Spent Thru October	% of Bdgt	Anticipated Budget	Spent Thru September	Spent Thru October	% of Year
Frontier	Bills		\$ 604,553			\$ 652,479			\$ 628,166		
	Payroll		652,531			614,718			617,391		
	Totals	\$ 4,230,407	1,257,084	30%	\$ 4,089,274	1,267,197	31%	\$ 4,188,484	1,245,557	30%	33%
Lincoln Trail	Bills		674,486			693,519			790,796		
	Payroll		644,783			587,412			616,686		
	Totals	\$ 4,505,520	1,319,269	29%	\$ 4,198,705	1,280,931	31%	\$ 4,350,570	1,407,482	32%	33%
Olney Central	Bills		914,991			748,650			825,353		
	Payroll		1,251,119			1,144,890			1,187,601		
	Totals	\$ 7,696,886	2,166,110	28%	\$ 7,158,163	1,893,540	26%	\$ 7,311,827	2,012,954	28%	33%
Wabash Valley	Bills		1,186,235			1,198,343			952,387		
	Payroll		891,005			845,428			791,319		
	Totals	\$ 6,176,922	2,077,240	34%	\$ 6,124,837	2,043,771	33%	\$ 6,253,432	1,743,706	28%	33%
Workforce Educ.	Bills		1,255,496			1,021,658			1,045,619		
	Payroll		382,388			312,082			297,280		
	Totals	\$ 5,467,706	1,637,884	30%	\$ 5,106,047	1,333,740	26%	\$ 5,219,925	1,342,899	26%	33%
District Office	Bills		100,123			93,164			92,928		
	Payroll		316,046			314,714			306,393		
	Totals	\$ 1,351,446	416,169	31%	\$ 1,349,414	407,878	30%	\$ 1,382,152	399,321	29%	33%
District Wide	Bills		657,300			491,189			692,961		
	Payroll		294,959			230,043			240,223		
	Totals	\$ 2,771,726	952,259	34%	\$ 2,339,438	721,232	31%	\$ 2,644,135	933,184	35%	33%
GRAND TOTALS		\$32,200,613	\$ 9,826,015	31%	\$30,365,878	\$ 8,948,289	29%	\$31,350,524	\$9,085,103	29%	33%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
October 31, 2017

	<u>FY 2018</u>		<u>FY 2017</u>		<u>Increase</u>
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>(Decrease)</u>
Salaries	4,056,893	44.65%	4,049,287	45.25%	7,606
Employee Benefits	748,726	8.24%	689,089	7.70%	59,637
Contractual Services	294,776	3.24%	280,282	3.13%	14,494
Materials	598,165	6.58%	339,942	3.80%	258,223
Travel & Staff Development	42,980	0.47%	41,787	0.47%	1,193
Fixed Charges	107,246	1.18%	92,727	1.04%	14,519
Utilities	399,854	4.40%	380,997	4.26%	18,857
Capital Outlay	10,996	0.12%	45,551	0.51%	(34,555)
Other	2,825,467	31.10%	3,028,627	33.85%	(203,160)
	<u>9,085,103</u>	<u>100.00%</u>	<u>8,948,289</u>	<u>100.00%</u>	<u>136,814</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

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

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

10/31/2017