

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

April 27, 2021



Location:

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

<https://zoom.us/j/99595502516>

Meeting ID: 995 9550 2516

Dial 312 626 6799

**Dinner – 6:15 p.m. – David L. Hart Building
Meeting – 7:00 p.m. – David L. Hart Building**

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**

April 27, 2021

7:00 p.m.

Wabash Valley College

David L. Hart Building

<https://zoom.us/j/99595502516>

Meeting ID: 995 9550 2516

Dial 312 626 6799

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes Chancellor Gower
3. Resolution of Results of April 6, 2021 Election.....Gower
4. Adjournment of Board – Sine Die.....Fischer
5. Organization of New BoardGower
 - A. Appointment of Temporary Secretary
 - B. Oath of Office and Seating of Student Trustee and Trustees Elected April 6, 2021
 - C. Roll Call
 - D. Election of Chairman
 - E. Election of Vice-Chairman
 - F. Election of Board Secretary
 - G. Election of Secretary Pro Tempore
 - H. Appointment of District Treasurer
 - I. Appointment of Ethics Officer
 - J. Resolution for Adoption of Rules, Regulations and Actions of Prior Boards
 - K. Resolution for Time and Place of Board Meetings
6. Recognition of Visitors and Guests Fowler
 - A. Visitors and Guests
 - B. IECEA Representative
7. Public Comment

8. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet

9. Policy First Reading (and Possible Approval)Gower
 - A. Catalog Term Policy 500.36

10. Policy Second ReadingGower
 - A. None

11. Staff Recommendations for Approval
 - A. Affiliation AgreementsGower
 - LTC CMA/Providence Family Practice
 - FCC MLT/St. Anthony’s Memorial Hospital

 - B. Articulation Agreements/McKendreeGower
 - 2+2 ASA ACC to BBA ACC
 - 2+2 ASA to BBA BUS
 - 2+2 ASA to BBA CBD
 - 2+2 ASA to BBA ECO & FIN
 - 2+2 ASA to BBA ECO
 - 2+2 ASA to BBA ENT
 - 2+2 ASA to BBA HRM
 - 2+2 ASA to BBA MGT
 - 2+2 ASA to BBA MKT
 - 2+2 ASA to BBA SCL
 - 2+2 ASA to BBA SPM

 - C. Unmanned Aerial Systems Lab Fee.....Gower
 - D. SURS Deferred Compensation Plan Hawkins
 - E. Federal Compliance Audit Resolution Hawkins
 - F. FY2021 Activity Fee AllocationGower
 - G. Architectural Contract LTCGower

12. Bid Committee Report.....Gower
 - A. IECC HVAC Replacement
 - B. TRIO Upward Bound Educational Trip

13. District Finance

A. Financial Report	Hawkins
B. Approval of Financial Obligations	Hawkins
14. Executive Session	Gower
15. Approval of Executive Session Minutes	
A. Written Executive Session Minutes	Gower
B. Audio Executive Session Minutes	Gower
16. Approval of Personnel Report	Gower
17. Collective Bargaining	Gower
18. Litigation	Gower
19. Other Items	
20. 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 Banquet Room, at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, March 16, 2021.

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 (via Zoom), Brenda K. Culver, G. Andrew Fischer, Al Henager (via Zoom), Jan Ridgely, Barbara Shimer Also present was Sutton Dunn, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College.

Roger Eddy, Interim President of Lincoln Trail College (via Zoom).

Rodney Ranes, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Andrea McDowell, Director of Human Resources.

Michael Thomas, Dean of Workforce Education (via Zoom).

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, February 16, 2021, special meeting held Monday, March 1, 2021, and special meeting held March 2, 2021, were presented for disposition.

Board Action to Approve Minutes: Trustee Brenda Culver made a motion to approve the three sets of minutes of the foregoing meetings as prepared. Trustee Barbara Shimer 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 college staff members.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – Trustees heard a presentation from a group of Crawford County leaders concerning the recreation center being constructed on the campus of Lincoln Trail College. Bill Sandiford served as spokesperson for the group to outline a partnering opportunity with the IECC District. Others in addition to Mr. Sandiford in attendance from the Crawford County leadership group were Mark Shaner, Alex Pleasant, and Tony Pleasant.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Chancellor: Dr Gower provided additional details in addition to his electronic report.

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

#5-D. Report from Cabinet: None.

“Recognition of Student Board Member Sutton Dunn”- The trustees gave special recognition to Student Trustee Sutton Dunn. Each year the students of a college within the IECC system select a member of the student body to serve as Student Trustee to the Board of Trustees. The colleges make the selection on a rotating basis. Since April 2020, Sutton Dunn from Olney Central College has served as Student Trustee to the IECC Board. Trustees expressed appreciation for his service to the Board of Trustees and the IECC District.

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

#6-A. Policy 400.28 Employment of Relatives: Dr. Gower recommended approval of the following policy to address nepotism:

HUMAN RESOURCES - 400

Employment of Relatives (400.28)

Date Adopted: March 16, 2021

Illinois Eastern Community Colleges permits the employment of qualified relatives of employees as long as such employment, whether full-time, part-time, or temporary, does not create actual or perceived conflicts of interest.

Definitions

1) *Relative* is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, or corresponding in-law or “step” relation.

2) Employee means anyone who works for the District full-time, part-time, or on a temporary basis.

3) Direct supervision means one family member being in the direct chain of command, functionally or administratively, over the other.

Relatives are not permitted to work in any position in which an inherent conflict of interest exists. Relatives are permitted to work for the District provided no direct supervisory relationship exists. No candidate and/or employee will be permitted to work within the “chain of command” of a relative such that one relative’s work responsibilities, salary, or career progress could be influenced by the other relative.

This policy applies to all current employees and candidates for employment. No exception to this policy will be made without written consent of the Chancellor and Director of Human Resources.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the Policy 400.28 Employment of Relatives as presented. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the 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. “Affiliation Agreements”- IECC enters into affiliation agreements with area health care facilities. The Chancellor recommended approval of an affiliation agreement with Carle Foundation, for Lincoln Trail College’s Certified Medical Assistant Program and for an Annual Letter of Renewal Practical Education with Good Samaritan Hospital, located in Vincennes, Indiana, as presented in full in the Board Agenda.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement and Letter of Renewal Practical Education. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Identity Theft Prevention Program: Illinois Eastern Community Colleges participates in the Federal Direct Student Loan Program, offers institutional loans to students, and administers a tuition payment plan that allows qualified students to pay their tuition and fees throughout the semester. Therefore, IECC is a “creditor” and student accounts are “covered accounts” subject to the Red Flags Rule which required IECC to develop and implement an identity theft prevention program. The Identity Theft Prevention Team reviewed and updated the prevention program. The red flags were evaluated by the various departments at IECC that work closely with student accounts to ensure the red flags identified are appropriate. There were no significant changes made to the program this year. Chancellor Gower recommended acceptance of the Identity Theft Prevent Program as listed in full in the Board agenda.

Board Action: Trustee Al Henager made a motion to accept the revised Identity Theft Prevention Program document as recommended. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Resolution of Support for Bob Boyles Hall Addition - FCC: Chancellor Gower recommended the Board’s approval of the following resolution which will indicate the general support of the Board of Trustees for the construction of such a center upon the college property. Prior to final action by the Board, there would be a substantial written document prepared and

executed that would detail the rights and responsibilities of the senior center and the IECC Board of Trustees.

RESOLUTION OF SUPPORT FOR THE DEVELOPMENT OF AN ADDITION TO BOB BOYES HALL ON THE CAMPUS OF FRONTIER COMMUNITY COLLEGE

WHEREAS, Illinois Eastern Community College District #529 is committed to strengthening communities and impacting the lives of residents of our district; and

WHEREAS, the residents of Wayne County have expressed both the need for and interest in a dining facility that would improve the quality of life for its senior residents; and

WHEREAS, the proposed facility and the programs it would offer would serve Wayne County senior residents by providing a facility to house the Council on Aging lunch program (currently offered through Edwards County) as well as provide campus students and staff a dining option for lunch; and

WHEREAS, the City of Fairfield has expressed support for such facility and is interested in providing financial support for the project via TIF funding (and other possible means); and

WHEREAS, the Edwards County Council on Aging has approximately \$39,000 designated as seed money for the project (assuming approval by this Council at their March 2021 meeting); and

WHEREAS, Fairfield Community Steering Committee for the project is committed to raising additional funding for the project to include private donations as well as investigating grant opportunities.

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529:

1. That the Board of Trustees and the Edwards County Council on Aging will develop a comprehensive contract of operation that will outline the responsibilities and duties of both entities. It is contemplated that such a contract would be fully executed and approved by an official vote of the Board of Trustees prior to the commencement of any construction of the project.
2. In recognition thereof, the Illinois Eastern Community College District #529 Board of Trustees hereby approves this resolution, affirming support for the addition to Bob Boyes Hall for the purposes of providing a location for the Edwards County Council on Aging to house their lunch program and simultaneously providing the students, staff, and faculty of Frontier Community College a lunch dining option.
3. That any past resolution policy, authority, or any action of the Board of Trustees inconsistent with the Resolution, is hereby amended so as to conform with this resolution.
4. That this resolution is in full force and effect from and after its adoption.

Board Action: Trustee Gary Carter made a motion to approve the resolution of support for the addition to FCC's Bob Boyles Foundation Hall as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Increase to Welding Course Fees: An increase in the welding course fee will enable the adequate funding of the welding program to ensure students have access to consumable materials necessary for quality instruction. Chancellor Gower recommended the increase of the welding fee from the current \$50 per course to \$75 per course effective Fall Semester 2021.

Board Action: Trustee Brenda Culver made a motion to approve the increase in the welding fee to \$75 per course effective Fall Semester 2021 as recommended. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Intent to Hire LTC President: Chancellor Gower recommended that the Board announce that it intends to consider the establishment of an employment contract for the next President of Lincoln Trail College at the April 2021 Board of Trustees meeting.

Board Action: Trustee Barbara Shimer a motion to authorize the initial offer of employment to the Board's LTC President candidate. The employment of the LTC President would be presented for approval at the April 27, 2021, Board of Trustees meeting. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. McKendree Articulation Agreements: The CEO recommended the following five articulation agreements between McKendree University and the IECC District:

**Articulation Agreement
Between**

McKendree University and Illinois Eastern Community College

AAS ACT to BBA ACC

This articulation agreement is the result of discussions between McKendree University and Illinois Eastern Community Colleges (IECC). McKendree and IECC agree that both institutions value this cooperative agreement and that this agreement will best serve the current students of both institutions.

Terms and Conditions

Section I: Admissions and Matriculation

McKendree and IECC have developed a four-year program plan to facilitate the most seamless transfer possible for IECC students who complete the Associate in Applied Science Degree in Accounting at Illinois Eastern Community Colleges and desire to earn the Bachelor of Business Administration in Accounting at McKendree University.

Students who satisfactorily complete the Associate of Applied Science in Accounting requirements with IECC will be admitted to McKendree University.

McKendree and IECC agree to inform potential transfer students of the existence of this institutional articulation agreement and the advantages of pursuing the articulated programs.

Section II: Transfer of credit

McKendree University agrees to accept a maximum of 90 semester hours of credit from the IECC graduate who seeks to complete a baccalaureate degree at McKendree. McKendree University will communicate specific options for students and give careful consideration to all previously completed courses. Courses in addition to those used to earn the Associate in Applied Science Degree in Accounting at IECC will be evaluated individually to determine which are transferable and what requirements have been met. Completion of the Associate in Applied Science Degree in Accounting fulfills all general education requirements with McKendree University.

Section III: Program Plan

The four-year program plan for the BBA in Accounting is included at the end of this agreement. These plans will specify the student degree course plan and transfer credit requirements.

Degree course plans will be reviewed by both McKendree University and Illinois Eastern Community Colleges representatives on an annual basis, and revised or updated as needed to reflect any changes in the degree requirements.

Notices should be mailed to the following addresses by first class mail in order to fulfill any notice of revision/updates to this Agreement.

For Illinois Eastern Community Colleges:

Eva Fatheree

Coor. of Curricular Reporting & Articulation

Illinois Eastern Community College

233 East Chestnut Street

Olney, IL 62450

For McKendree University:

Dr. Melissa Meeker

Dean of Worldwide Programs

McKendree University

701 College Road

Lebanon, IL 62254

Terms of the Agreement

This agreement becomes effective on August 1, 2021 and remains in effect until July 31, 2025, unless changed in writing by mutual agreement of McKendree University and Illinois Eastern Community

Colleges. The agreement can be amended at any time with the approval of both institutions. Should either institution desire to discontinue this agreement, written advance notification of 60 days will be required. Termination, however, will not be executed without a negotiated teach-out agreement for students currently enrolled.

Both institutions hereby indicate full agreement to the terms and conditions included above and the honoring of the course, program, and other requirements outlined in the four-year program plan attached at the end of this agreement.

IN WITNESS WHEREOF, the parties have executed this Articulation Agreement by their duly authorized officers on the date first written above.

Illinois Eastern Community Colleges

McKendree University

Dr. Ryan Gower

Dan Dobbins

Chancellor

President

Illinois Eastern Community Colleges

McKendree University

Dr. Tami Eggleston

Interim Provost

McKendree University

Dr. Jean Sampson

Chair, School of Business

McKendree University

**Articulation Agreement
Between**

McKendree University and Illinois Eastern Community College

AAS ADM to BBA BUS

This articulation agreement is the result of discussions between McKendree University and Illinois Eastern Community Colleges (IECC). McKendree and IECC agree that both institutions value this cooperative agreement and that this agreement will best serve the current students of both institutions.

Terms and Conditions

Section I: Admissions and Matriculation

McKendree and IECC have developed a four-year program plan to facilitate the most seamless transfer possible for IECC students who complete the Associate in Applied Science Degree in Office Administration at Illinois Eastern Community Colleges and desire to earn the Bachelor of Business Administration in Business Administration at McKendree University.

Students who satisfactorily complete the Associate of Applied Science in Office Administration requirements with IECC will be admitted to McKendree University.

McKendree and IECC agree to inform potential transfer students of the existence of this institutional articulation agreement and the advantages of pursuing the articulated programs.

Section II: Transfer of credit

McKendree University agrees to accept a maximum of 90 semester hours of credit from the IECC graduate who seeks to complete a baccalaureate degree at McKendree. McKendree University will communicate specific options for students and give careful consideration to all previously completed courses. Courses in addition to those used to earn the Associate in Applied Science Degree in Office Administration at IECC will be evaluated individually to determine which are transferable and what requirements have been met. Completion of the Associate in Applied Science Degree in Office Administration fulfills all general education requirements with McKendree University.

Section III: Program Plan

The four-year program plan for the BBA in Business Administration is included at the end of this agreement. These plans will specify the student degree course plan and transfer credit requirements.

Degree course plans will be reviewed by both McKendree University and Illinois Eastern Community Colleges representatives on an annual basis, and revised or updated as needed to reflect any changes in the degree requirements.

Notices should be mailed to the following addresses by first class mail in order to fulfill any notice of revision/updates to this Agreement.

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Olney, IL 62450

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McKendree University
701 College Road
Lebanon, IL 62254

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Both institutions hereby indicate full agreement to the terms and conditions included above and the honoring of the course, program, and other requirements outlined in the four-year program plan attached at the end of this agreement.

IN WITNESS WHEREOF, the parties have executed this Articulation Agreement by their duly authorized officers on the date first written above.

Illinois Eastern Community Colleges

McKendree University

Dr. Ryan Gower

Dan Dobbins

Chancellor

President

Illinois Eastern Community Colleges

McKendree University

Dr. Tami Eggleston

Interim Provost

McKendree University

Dr. Jean Sampson

Chair, School of Business

McKendree University

**Articulation Agreement
Between
McKendree University and Illinois Eastern Community College
AAS HRA to BBA HRM**

This articulation agreement is the result of discussions between McKendree University and Illinois Eastern Community Colleges (IECC). McKendree and IECC agree that both institutions value this cooperative agreement and that this agreement will best serve the current students of both institutions.

Terms and Conditions

Section I: Admissions and Matriculation

McKendree and IECC have developed a four-year program plan to facilitate the most seamless transfer possible for IECC students who complete the Associate in Applied Science Degree in Human Resource Assistant at Illinois Eastern Community Colleges and desire to earn the Bachelor of Business Administration in Human Resource Management at McKendree University.

Students who satisfactorily complete the Associate of Applied Science in Human Resource Assistant requirements with IECC will be admitted to McKendree University.

McKendree and IECC agree to inform potential transfer students of the existence of this institutional articulation agreement and the advantages of pursuing the articulated programs.

Section II: Transfer of credit

McKendree University agrees to accept a maximum of 90 semester hours of credit from the IECC graduate who seeks to complete a baccalaureate degree at McKendree. McKendree University will communicate specific options for students and give careful consideration to all previously completed courses. Courses in addition to those used to earn the Associate in Applied Science Degree in Human Resource Assistant at IECC will be evaluated individually to determine which are transferable and what requirements have been met. Completion of the Associate in Applied Science Degree in Human Resource Assistant fulfills all general education requirements with McKendree University.

Section III: Program Plan

The four-year program plan for the BBA in Human Resource Management is included at the end of this agreement. These plans will specify the student degree course plan and transfer credit requirements.

Degree course plans will be reviewed by both McKendree University and Illinois Eastern Community Colleges representatives on an annual basis, and revised or updated as needed to reflect any changes in the degree requirements.

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Both institutions hereby indicate full agreement to the terms and conditions included above and the honoring of the course, program, and other requirements outlined in the four-year program plan attached at the end of this agreement.

IN WITNESS WHEREOF, the parties have executed this Articulation Agreement by their duly authorized officers on the date first written above.

Illinois Eastern Community Colleges

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Dr. Ryan Gower

Dan Dobbins

Chancellor

President

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McKendree University

Dr. Tami Eggleston

Interim Provost

McKendree University

Dr. Jean Sampson

Chair, School of Business

McKendree University

**Articulation Agreement
Between
McKendree University and Illinois Eastern Community College
AAS MARKET to BBA MKT**

This articulation agreement is the result of discussions between McKendree University and Illinois Eastern Community Colleges (IECC). McKendree and IECC agree that both institutions value this cooperative agreement and that this agreement will best serve the current students of both institutions.

Terms and Conditions

Section I: Admissions and Matriculation

McKendree and IECC have developed a four-year program plan to facilitate the most seamless transfer possible for IECC students who complete the Associate in Applied Science Degree in Marketing Business Management at Illinois Eastern Community Colleges and desire to earn the Bachelor of Business Administration in Marketing at McKendree University.

Students who satisfactorily complete the Associate of Applied Science in Marketing Business Management requirements with IECC will be admitted to McKendree University.

McKendree and IECC agree to inform potential transfer students of the existence of this institutional articulation agreement and the advantages of pursuing the articulated programs

Section II: Transfer of credit

McKendree University agrees to accept a maximum of 90 semester hours of credit from the IECC graduate who seeks to complete a baccalaureate degree at McKendree. McKendree University will communicate specific options for students and give careful consideration to all previously completed courses. Courses in addition to those used to earn the Associate in Applied Science Degree in Marketing Business Management at IECC will be evaluated individually to determine which are transferable and what requirements have been met. Completion of the Associate in Applied Science Degree in Marketing Business Management fulfills all general education requirements with McKendree University.

Section III: Program Plan

The four-year program plan for the BBA in Marketing is included at the end of this agreement. These plans will specify the student degree course plan and transfer credit requirements.

Degree course plans will be reviewed by both McKendree University and Illinois Eastern Community Colleges representatives on an annual basis, and revised or updated as needed to reflect any changes in the degree requirements.

Notices should be mailed to the following addresses by first class mail in order to fulfill any notice of revision/updates to this Agreement.

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Both institutions hereby indicate full agreement to the terms and conditions included above and the honoring of the course, program, and other requirements outlined in the four-year program plan attached at the end of this agreement.

IN WITNESS WHEREOF, the parties have executed this Articulation Agreement by their duly authorized officers on the date first written above.

Illinois Eastern Community Colleges

McKendree University

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Interim Provost

McKendree University

Dr. Jean Sampson

Chair, School of Business

McKendree University

**Articulation Agreement
Between**

McKendree University and Illinois Eastern Community College

AAS OMGT to BBA MGT

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Terms and Conditions

Section I: Admissions and Matriculation

McKendree and IECC have developed a four-year program plan to facilitate the most seamless transfer possible for IECC students who complete the Associate in Applied Science Degree in Office Management at Illinois Eastern Community Colleges and desire to earn the Bachelor of Business Administration in Management at McKendree University.

Students who satisfactorily complete the Associate of Applied Science in Office Management requirements with IECC will be admitted to McKendree University.

McKendree and IECC agree to inform potential transfer students of the existence of this institutional articulation agreement and the advantages of pursuing the articulated programs.

Section II: Transfer of credit

McKendree University agrees to accept a maximum of 90 semester hours of credit from the IECC graduate who seeks to complete a baccalaureate degree at McKendree. McKendree University will communicate specific options for students and give careful consideration to all previously completed courses. Courses in addition to those used to earn the Associate in Applied Science Degree in Office Management at IECC will be evaluated individually to determine which are transferable and what requirements have been met. Completion of the Associate in Applied Science Degree in Office Management fulfills all general education requirements with McKendree University.

Section III: Program Plan

The four-year program plan for the BBA in Management is included at the end of this agreement. These plans will specify the student degree course plan and transfer credit requirements.

Degree course plans will be reviewed by both McKendree University and Illinois Eastern Community Colleges representatives on an annual basis, and revised or updated as needed to reflect any changes in the degree requirements.

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This agreement becomes effective on August 1, 2021 and remains in effect until July 31, 2025, unless changed in writing by mutual agreement of McKendree University and Illinois Eastern Community Colleges. The agreement can be amended at any time with the approval of both institutions. Should either institution desire to discontinue this agreement, written advance notification of 60 days will be required. Termination, however, will not be executed without a negotiated teach-out agreement for students currently enrolled.

Both institutions hereby indicate full agreement to the terms and conditions included above and the honoring of the course, program, and other requirements outlined in the four-year program plan attached at the end of this agreement.

IN WITNESS WHEREOF, the parties have executed this Articulation Agreement by their duly authorized officers on the date first written above.

Illinois Eastern Community Colleges

McKendree University

Dr. Ryan Gower

Dan Dobbins

Chancellor

President

Illinois Eastern Community Colleges

McKendree University

Dr. Tami Eggleston

Interim Provost

McKendree University

Dr. Jean Sampson

Chair, School of Business

McKendree University

Board Action: Trustee Brenda Culver made a motion to approve the foregoing articulation agreements with McKendree University as recommended. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the 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 February 28, 2021.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for February, 2021 totaling \$896,724.69 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for February 2021, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #12 – “Approval of Executive Session Minutes” – The following actions were taken relative to executive session minutes. #12-A. Written Executive Session Minutes: The Chairman recommended that written minutes and audio recorded minutes of an executive session held during the regular meeting Tuesday, February 16, 2021 be approved and remain closed at this time.

Board Action: Trustee Barbara Shimer made a motion to approve, as prepared, written minutes and audio recorded minutes of an executive session held February 16, 2021, but that executive session minutes of that date will remain closed and not be opened to public inspection at this time. This audio recording shall be destroyed 18 months after the date of the meeting if the Board has adopted written minutes of the executive session in question. 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 viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion was adopted.

AGENDA #13 – “Approval of Personnel Report” – Andrea McDowell presented the following Personnel Report and the Chancellor recommended approval.

400.1. Selection of Lincoln Trail College President

A. Administrative

1. Dr. Zahi Atallah, President, LTC, effective July 1, 2021.

400.2. Change in Status

A. Administrative, Exempt

1. Amber Malone, Administrative Assistant, LTC, to Associate Dean of Admissions & Records, DO, effective March 17, 2021.

B. Professional Non-Faculty, Non-Exempt

1. Justn Young, Office Assistant, FCC, to Coordinator of Financial Aid, FCC, effective March 17, 2021.

400.3. Special Assignment

A. Faculty

1. Kinsey Whitaker, Coordinator, Physical Therapy Assistant Program, WVC, \$1,500 per academic year.

B. Administrative, Non-Exempt

1. Mary Johnston, Director of Business, FCC, for building supervision, \$3,000 per fiscal year, effective March 29, 2021.

400.4. Classification Change

A. Administrative, Non-Exempt, to Administrative, Exempt

1. Mary Johnston, Director of Business, FCC, effective March 29, 2021.
2. Jamie Henry, Director of Business, LTC, effective March 29, 2021.
3. Reilly Baumgart, Director of Business, WVC, effective March 29, 2021.

400.5. Resignation Ratification

A. Professional Non-Faculty, Non-Exempt

1. Shawn Hall, Head Soccer Coach, LTC, effective February 18, 2021.

B. Classified

1. Tristan Caparas, Information Systems Technician, LTC, effective March 17, 2021.

400.6. Amended Retirement

A. Administrative

1. Michael Thomas, Dean of Workforce Education. Original retirement date was May 1, 2021. Amended retirement date is October 1, 2021.

400.7. Retirement Ratification

A. Administrative

1. Theresa Marcotte, Associate Dean of Nursing & Allied Health, OCC, effective May 16, 2021.

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

AGENDA #14 – “Collective Bargaining” – None.

AGENDA #15 – “Litigation” – Chancellor Gower provided an update on pending litigation.

AGENDA #16 – “Other Items” - None.

AGENDA #17 – “Adjournment” – Trustee Al Henager made a motion to adjourn. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 8:28 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Resolution of Results of April 2, 2021 Election

Agenda Item #4

Adjournment of Board- Sine Die

Agenda Item #5

Organization of New Board

- A. Appointment of Temporary Secretary**
- B. Oath of Office and Seating of Student Trustee and Trustees Elected April 6, 2021**
- C. Roll Call**
- D. Election of Chairman**
- E. Election of Vice-Chairman**
- F. Election of Board Secretary**
- G. Election of Secretary Pro Tempore**
- H. Appointment of District Treasurer**
- I. Appointment of Ethics Officer**
- J. Resolution for Adoption of Rules, Regulations and Actions of Prior Boards**
- K. Resolution for Time and Place of Board Meetings**

Agenda Item #5J

Resolution for Adoption of Rules, Regulations and Actions of Prior Boards

Agenda Item #5J

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529, State of Illinois, that all rules, regulations, policies, and actions of prior Boards of Trustees of this community college district are hereby adopted in full, including any changes and revisions.

Procedures: The Board agrees to follow past practices and procedures. The Secretary shall rotate the order of calling upon Board members to cast votes on each roll call vote. Explanation of votes is not allowed during the taking of a roll call vote. *Roberts Rules of Order* will be followed for general procedural guidelines, but will not be adopted. When voice votes are taken, any trustee may ask for a roll call vote on that issue.

ADOPTED THIS 27th Day of April, 2021.

Chairman, Board of Trustees
Illinois Eastern Community Colleges

ATTEST: _____
Secretary, Board of Trustees
Illinois Eastern Community Colleges

Agenda Item #5K

Resolution for Time and Place of Board Meetings

RESOLUTION

Resolved, that the Board of Trustees regular monthly meetings shall be held as follows during the calendar year 2021:

Tuesday, May 18, 2021, 7 p.m., Frontier Community College

Tuesday, June 15, 2021, 7 p.m., Lincoln Trail College

Tuesday, July 20, 2021, 7 p.m., Olney Central College

Tuesday, August 17, 2021, 7 p.m., Wabash Valley College

Tuesday, September 21, 2021, 7 p.m., Frontier Community College

Tuesday, October 19, 2021, 7 p.m., Lincoln Trail College

Tuesday, November 16, 2021, 7 p.m., Olney Central College

Tuesday, December 14, 2021, 7 p.m., Wabash Valley College

04/2021

Agenda Item #6

Recognition of Visitors and Guests

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

Agenda Item #7

Public Comment

Agenda Item #8

**Reports
Trustees
Chancellor
Presidents
Cabinet**

Agenda Item #9

Policy First Reading (and Possible Approval)

A. Catalog Term Policy 500.36

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: April 27, 2021
RE: Proposed Policy 500.36 – Catalog Term

The student's initial term of entry as a degree or certificate seeking student is called the student's "catalog term." Since program requirements change over time, the catalog term assigned to a student determines the list of courses students are required to complete to be awarded their degree or certificate.

Establishing this policy on catalog terms will allow IECC to better communicate to students what their graduation requirements are, the terms under which those requirements may change, and will allow IECC to have cleaner student data.

This proposed policy has been reviewed by Cabinet, and I would ask the Board to waive the second reading and approve Policy 500.36 as presented.

RG/sc

STUDENT - 500

Catalog Term Policy (500.36)

Date Adopted: April 27, 2021 (Pending Board Approval)

First-time students applying for admission into a degree or certificate program will be assigned the current Catalog Term. The Catalog Term will determine the list of courses students are required to complete to obtain the degree or certificate based on the students' year of entry.

Students who change their program of study or students returning to an IECC college after an absence of 2 consecutive years will be assigned a new Catalog Term. A change in Catalog Term may result in additional coursework or different degree or certificate requirements than their original Catalog Term assigned during the initial term of entry.

Student-initiated Catalog Term changes must be approved by the student's academic advisor.

Agenda Item #10

**Policy Second Reading
None.**

Agenda Item #11

Staff Recommendations for Approval

Agenda Item #11A

Affiliation Agreements

- **LTC CMA/Providence Family Practice**
- **FCC MLT/St. Anthony's Memorial Hospital**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: April 27, 2021
RE: Affiliation Agreements

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

IECC wishes to enter into a clinical affiliation agreement with the following organizations:

- Providence Family Medicine (LTC, Certified Medical Assistant)
- St. Anthony's Memorial Hospital (FCC, Medical Lab Technician)

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

RG/sc

Attachments

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

LINCOLN TRAIL COLLEGE

CERTIFIED MEDICAL ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2021, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as COLLEGE) and Providence Family Practice, Terre Haute, IN (hereinafter referred to as AGENCY).

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical medical assistant laboratory practice by students of the Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant students of the COLLEGE for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S CMA 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 Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Certified Medical Assistant Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the CMA students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to CMA students.
5. 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.

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

Students who have physical or emotional disabilities which may negate success in CMA practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in CMA practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, the COLLEGE will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

The students are responsible for health care costs related to student injury or illness occurring in the agency

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss the student from the COLLEGE CMA program.

To the extent permitted by applicable law and without waiving any defenses, the COLLEGE shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees, incurred by the COLLEGE in defending or

compromising actions brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. 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. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2021.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES DIST. #529/LINCOLN TRAIL COLLEGE

Medical Services Director

Certified Medical Assistant
Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees

Illinois Eastern Community Colleges Dist.#529

02/01/2021

**CLINICAL AFFILIATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT 529
FRONTIER COMMUNITY COLLEGE
AND
ST. ANTHONY'S MEMORIAL HOSPITAL**

THIS CLINICAL AFFILIATION AGREEMENT (the "**Agreement**") is entered into by and between **St. Anthony's Memorial Hospital, of the Hospital Sisters of the Third Order of St. Francis** ("**the Facility**") and **Illinois Eastern Community Colleges, District 529, Frontier Community College** ("**the School**") (collectively, the "**Parties**" or separately, a "**Party**").

WHEREAS, Facility is an **Illinois** ("**State**") licensed acute care hospital, located in Effingham, Illinois; and

WHEREAS, the School desires to provide educational experiences to the students (hereinafter each a "**Student**" or collectively "**Students**") enrolled in one of the School's practical learning programs, as listed in **Exhibit B**, attached hereto and incorporated herein (hereinafter, each a "**Program**" or collectively the "**Programs**"); and

WHEREAS, Facility is willing to make available certain Facility sites, as listed in **Exhibit A**, attached hereto and incorporated herein, to the School, its employed faculty members, if applicable, and Students for the purpose of providing practical learning and clinical experiences through the Programs, which will necessarily include some activities and tasks performed by each Student; and

WHEREAS, requirements specific to each Program are set forth in **Exhibit C**.

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

1. SCHOOL RESPONSIBILITIES:

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

1.2. Student professional liability insurance.

1.2.1. State Colleges and Universities. If the School is a state college or university, the School shall require Students participating in the practicum

to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such Student while participating in the program at the Facility. Provided further, in the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student. Shared liability limits between students are prohibited. School will promptly, and in no event longer than thirty (30) days, notify Hospital in writing of any material modification or cancellation in such insurance. The above stated liability limits are for the payment of indemnity claims and are exclusive of legal fees and other defense costs.

1.2.2. Other Colleges and Universities. Unless otherwise specified in **Exhibit C**, the School shall require Students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such Student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to Student participation in the Program. In the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student. The School shall require Students participating in the Program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student.

1.2.3. Additional insurance coverage. Any additional applicable insurance coverage requirements shall be set out by the Parties in Exhibit C to this Agreement.

1.3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the Students participating in the Programs will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

1.4. Evidence of student certifications, vaccinations, etc. Where applicable, the

School shall provide evidence that a Student has met all vaccination and certifications requirements, as required by law and Facility policy, which may include, without limitation, CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB, as described in further detail in **Exhibit C**.

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

1.6. School notices to students. The School shall notify each Student prior to his/her arrival at the Facility and shall ensure that he/she:

- 1.6.1. Follows the administrative policies, standards, and practices of the Facility.
- 1.6.2. Obtains medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- 1.6.3. Provides his/her own transportation and living arrangements.
- 1.6.4. Reports to the Facility on time and follows all established regulations during the regularly scheduled operating hours of the Facility.
- 1.6.5. Conforms to the standards and practices established by the School while functioning at the Facility.
- 1.6.6. Obtains prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
- 1.6.7. Meets the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional code of ethics and the applicable standards of TJC and/or other relevant accrediting or regulatory bodies.

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

2. FACILITY RESPONSIBILITIES:

2.1. Provision of facilities for supervised clinical experiences. Subject to the provisions of Section 3.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to Students. Such facilities shall include an environment conducive to the learning process of the Students as intended by the terms of this Agreement and conforming to customary Facility procedures.

- 2.2. Facility rules applicable to Students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, Students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
- 2.3. Patient care.** While at the Facility, Students are not to replace the Facility staff, and are not to render services except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a Student and a patient shall be under the supervision of a supervisor designated by the School. The Facility shall at all times remain responsible for patient care. The School shall at be responsible for ensuring each Student is adequately supervised at all times.
- 2.4. Emergency treatment of Students.** Emergency outpatient treatment will be available to Students while in the Facility hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital Facility site, standard procedure will be followed. It is the Student's responsibility to bear the cost of the emergency treatment.
- 2.5. Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical Programs. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
- 2.6. Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing Student(s) experiences.
- 2.7. School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
- 2.8. Provision of relevant Facility policies.** The Facility shall provide Student(s) and the School with the Facility's administrative policies, standards and practices relevant to the clinical placement.

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

3. OTHER RESPONSIBILITIES:

3.1. Compliance with patient privacy laws. The School agrees to abide by and require its faculty and Students to abide by the Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other state or federal health information privacy and security laws (collectively, "Privacy Laws") in effect as of the Effective Date or as amended from time to time. Upon request, the Parties may amend the Agreement to conform with any new or revised Privacy Laws in order to ensure that Facility is at all times in conformance with all Privacy Laws. School and each Student acknowledges and agrees that each is a participant in Facility's organized health care arrangement ("OHCA"), and further agree to act in accordance with such OHCA designation.

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

3.3. Determination of number of participating Students. The number of Students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of Students eligible to participate in the clinical education experience with prior notice to the School and adequate time for the School to reassign the Student(s) to another clinical site. The Facility agrees further to accommodate Students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

3.4. Evaluation of Students' clinical experiences. Evaluation of the clinical learning experiences of the Students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis

for the purpose of reviewing and evaluating current clinical experiences offered to Students.

3.5. Removal of students.

3.5.1. The School has the right to remove a Student from a clinical education Program. The School shall notify the Facility of such removal in writing.

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

4. TERM OF AGREEMENT:

The term of this Agreement shall be for three (3) years, to commence on the date of the last signature affixed herein ("**Effective Date**") and terminating three (3) years thereafter. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other Party. In the event that this Agreement is terminated, Students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

5. ADDITIONAL TERMS:

5.1. Ethical and Religious Directives. The Parties acknowledge that Facility is operated in accordance with the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church ("**Ethical and Religious Directives**"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Facility. It is the intent and agreement of the Parties that neither this Agreement nor any part hereof shall be construed to require Facility to violate said Ethical and Religious Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives. The School shall ensure that Students act in accordance with the Ethical and Religious Directives when engaged in clinical educational experiences at Facility.

5.2. Compliance with laws. The Parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f), fraud and abuse laws (including the

Anti-Kickback Statute and the Stark Law), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "**Laws**").

- 5.3. System Responsibility Program.** Facility has in place a System Responsibility Program (the "**Responsibility Program**") which has as its goal, to ensure that Facility complies with Laws. The Responsibility Program focuses on risk management, the prevention of misconduct and the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices. The School acknowledges Facility's commitment to the Responsibility Program and agrees to conduct all activities which occur pursuant to this Agreement in accordance with the underlying philosophy of the Responsibility Program.
- 5.4. Warranty of non-exclusion.** Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. The School shall notify Facility in writing upon the commencement of any such exclusion or investigation within seven (7) business days of receiving first notice of such exclusion or investigation. Facility shall have the right to terminate this Agreement immediately upon learning of any such exclusion and shall be kept informed of the status of any such investigation.
- 5.5. Independent Parties.** Except as set forth in this Agreement, no action taken by either Party, or its officers, employees or agents pursuant to this Agreement, shall be deemed to create any partnership, joint venture, association or syndicate between the Parties, nor shall any such action be deemed to confer upon either Party any express or implied right or authority to assume, or create any obligation or responsibility on behalf of, or in the name of, the other Party. The Parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Facility shall not be responsible for the payment of any federal, state or local taxes arising under or in connection with this Agreement, including, without limitation, the payment of actual and estimated tax liabilities, and Facility shall be indemnified and held harmless from any loss, cost, or liability arising out of the School's failure to do so.
- 5.6. Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits

may arise, this Agreement shall neither enlarge nor diminish such obligation.

- 5.7. Non-Discrimination.** The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, as well as any and all applicable rules and regulations of the State. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
- 5.8. Employment status.** No assigned Student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such Student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
- 5.9. Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties.
- 5.10. Assignment.** Neither Party may assign this Agreement or the rights or obligations hereunder without the specific written consent of the other Party, except that this Agreement may be assigned by Facility without the prior written approval of the School to an affiliate of Facility. For purposes of this Agreement, "Affiliate" shall mean any successor entity of Facility, or any entity controlled directly or indirectly by Facility or Hospital Sisters Health System.
- 5.11. Books and records.** If this Agreement is a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, the Parties agree to make available to the Comptroller General of the United States ("**Comptroller General**"), the Secretary of the Department of Health and Human Services ("**Secretary**") and their duly authorized representatives, for four (4) years after the latest furnishing of services pursuant to this Agreement, access to the books, documents and records and such other information as may be required by the Comptroller General or Secretary to verify the nature and extent of the costs of services provided by each Party, respectively. If either Party, upon the approval of the other Party, carries out the duties of this Agreement through a subcontract worth \$10,000.00 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.
- 5.12. Corporate practice of medicine.** Nothing contained herein shall be construed as allowing or authorizing Facility to engage in the practice of medicine, either

directly or through its agents or employees. It is the intent of the Parties that any actions performed pursuant to this Agreement which constitute acts of medicine are not acts of, or by, Facility.

- 5.13. Counterparts; facsimile and pdf signatures.** The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.
- 5.14. Entire agreement.** This Agreement supersedes all previous contracts or agreements between the Parties for the same services, and constitutes the entire agreement between the Parties. Neither the School nor Facility shall be entitled to benefits other than those specifically enumerated herein.
- 5.15. Governing law.** This Agreement shall be construed and governed by the laws of the State. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within the county where Facility is located in the State.
- 5.16. Headings.** The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- 5.17. Interpretation.** The Parties hereto acknowledge that (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 5.18. Notice.** Notices or communications herein required or permitted shall be given to the respective Party by registered or certified mail (each notice being deemed given as of the date of mailing), electronic mail for which the sender has an electronic receipt, or by hand delivery at the address listed under the Party's signature to this Agreement unless either Party shall designate a new address by written notice. The notice shall be deemed to be received as follows: in the case of actual delivery, on the date of its receipt by the Party entitled to it; in the case of overnight courier service, on the next business day following mailing; and in the case of certified or registered mail, three (3) days after the date of its mailing.

If to Facility:

503 N. Maple Street

Effingham, IL 62401

Attn: President & CEO

Email: Theresa.Rutherford@hshs.org

With a copy to:

224 West Garfield

Belleville, IL 62220

Attn: Office of General Counsel

If to School:

Address: 2 Frontier Drive

Frontier, IL 62837

Attn: Medical Lab Technician Program Director

Email: _____

- 5.19. Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- 5.20. Survival.** Any provision which expressly or by its context requires, after termination of this Agreement, action or places obligations on the Parties to this Agreement, shall so survive the termination of this Agreement.
- 5.21. Third party rights.** Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third party under this Agreement and there are no third party beneficiaries to this Agreement.
- 5.22. Waiver of breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.

IN WITNESS WHEREOF, a duly authorized officer and representative of each party have executed this agreement on the date(s) as indicated below

St. Anthony's Memorial Hospital of the Hospital
Sisters of the Third Order of St. Francis

Illinois Eastern Community Colleges
District 529, Frontier Community College

Theresa J. Rutherford
President & CEO

Date: _____

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
FACILITIES SITES

Main Site

St. Anthony's Memorial Hospital
503 N. Maple
Effingham, IL 62401

EXHIBIT B

Programs

Medical Lab Technician Program

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

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

Facility: St. Anthony’s Memorial Hospital

School: Frontier Community College

Program: Medical Lab Technician Program

Facility requires:	Yes	No
1) Proof of general and medical professional liability protection for its Students and faculty assigned to the FACILITY in a minimum amount of \$1 million per occurrence for professional liability and \$200,000 for general liability insurance. (paragraph 1.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Verification that Students have met requirements for: (paragraph 1.4)		
a) CPR certification	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Immunizations		
i) Chickenpox (Varicella)- must have history of having Chickenpox disease, proof of immunity by titer <u>or</u> have received two doses of the varicella vaccine (Varivax) given one month apart.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) TB screening- a QuantiFERON TB Gold test within 90 days of start date or a TB skin test (TST) within 90 days prior to start date <u>plus</u> documentation of one other TST in the 365 days previous to start date.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) If neither of these options is available, then the requirement is a 2-step TST within 90 days of start date. A 2-step TST is one test then another 7-21 days later.		
iv) Rubella (German measles) immunization –Immunity required by documentation of one live dose of Rubella vaccine given on or after first birthday or positive Rubella titer. If Rubella titer is negative, immunization is required unless pregnant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v) Rubeola (Red measles) immunization- Immunity required by documentation of two live doses of Rubeola vaccine given on or after first birthday <u>or</u> positive Rubeola titer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

vi) Mumps immunization in 1969 or later written documentation of immunization of two live doses of mumps vaccine at 12 months of age or later or positive Mumps titer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
vii) MMR (Mumps, Measles, Rubella) immunization. (Two doses of MMR separated by more than one month and given on or after the first birthday eliminate the need for iv., v., vi. above.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
viii) Adult Tetanus-Diphtheria (Td) vaccine or proof of 1-time dose of Adult Tetanus, Diphtheria & Pertussis (Tdap) vaccine must be current within 10 years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Compliance with OSHA requirements for prevention of transmission of bloodborne pathogens and TB	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) The Facility, through the Employee Health Service, shall provide for post-exposure testing of source individual after all occupational blood/body fluid exposures which occur within the Facility and are reported on Facility's incident report forms. Beyond such testing, the School shall assume responsibility for its employees and Students as follow-up to reported exposures of any kind (including blood/body fluid and any other type of exposure to infectious disease and/or hazardous material).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Criminal background check (paragraph 1.5) effective [DATE] a) If yes, type of check _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Drug screen (paragraph 1.5) effective [DATE] a) If yes, type of screening: 5 Panel (minimum)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Evidence of relevant faculties' certifications or licensures (paragraph 1.7)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Student/Practitioner/contractor shall conduct his/her/its practice and professional activities (or duties and responsibilities pursuant to this contract) in accordance with the "Ethical and Religious Directives for Catholic Healthcare Services" published by the United States Conference of Catholic Bishops, and the Ethical Directives of the Hospital, or any succeeding documents which may be adopted by the USCCB or the Facility or their successors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School requires:		
1) Copy of relevant Facility policies (paragraph 2.8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Evidence of academic credentials, certifications and licensures of individual(s) overseeing Student(s) experiences (paragraph 2.6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Other _____	<input type="checkbox"/>	<input type="checkbox"/>

Agenda Item #11B

Articulation Agreements/McKendree

- 2+2 ASA ACC to BBA ACC
- 2+2 ASA to BBA BUS
- 2+2 ASA to BBA CBD
- 2+2 ASA to BBA ECO & FIN
- 2+2 ASA to BBA ECO
- 2+2 ASA to BBA ENT
- 2+2 ASA to BBA HRM
- 2+2 ASA to BBA MGT
- 2+2 ASA to BBA MKT
- 2+2 ASA to BBA SCL
- 2+2 ASA to BBA SPM

Memorandum

TO: Board of Trustees
FROM: Dr. Ryan Gower
DATE: April 27, 2021
RE: Articulation Agreements/McKendree University

The following Program Articulation Agreements between IECC and McKendree University will allow IECC graduates who earn an Associate in Science & Arts from specific programs to gain admission into the corresponding McKendree Bachelor's program. The following agreements are being proposed:

- 2+2 ASA ACC to BBA ACC
- 2+2 ASA to BBA BUS
- 2+2 ASA to BBA CBD
- 2+2 ASA to BBA ECO & FIN
- 2+2 ASA to BBA ECO
- 2+2 ASA to BBA ENT
- 2+2 ASA to BBA HRM
- 2+2 ASA to BBA MGT
- 2+2 ASA to BBA MKT
- 2+2 ASA to BBA SCL
- 2+2 ASA to BBA SPM

The attached agreement is representative of the eleven program specific agreements IECC will enter with McKendree University. The agreements shall be in effect beginning August 1, 2021 and remains in effect until July 31, 2025. The parties may renew or extend any agreement only by written notification signed by the authorized representatives of each party. The agreements may be terminated by either party, with or without cause, upon 60 days advance written notice.

I ask the Board's approval of these eleven Program Articulation Agreements between IECC and McKendree.

RKG/sc

**Articulation Agreement Between
McKendree University and Illinois Eastern Community College
ASA to BBA in {Specify Program}**

This articulation agreement is the result of discussions between McKendree University and Illinois Eastern Community Colleges (IECC). McKendree and IECC agree that both institutions value this cooperative agreement and that this agreement will best serve the current students of both institutions.

Terms and Conditions

Section I: Admissions and Matriculation

McKendree and IECC have developed a four-year program plan to facilitate the most seamless transfer possible for IECC students who complete the Associate in Science and Arts Degree at Illinois Eastern Community Colleges and desire to earn the Bachelor of Business Administration in {Specify Program} at McKendree University.

Students who satisfactorily complete the Associate in Science and Arts requirements with IECC will be admitted to McKendree University.

McKendree and IECC agree to inform potential transfer students of the existence of this institutional articulation agreement and the advantages of pursuing the articulated programs.

Section II: Transfer of credit

McKendree University agrees to accept a maximum of 90 semester hours of credit from the IECC graduate who seeks to complete a baccalaureate degree at McKendree. McKendree University will communicate specific options for students and give careful consideration to all previously completed courses. Courses in addition to those used to earn the Associate in Science and Arts Degree at IECC will be evaluated individually to determine which are transferable and what requirements have been met. Completion of the Associate in Science and Arts Degree fulfills all general education requirements with McKendree University.

Section III: Program Plan

The four-year program plan for the BBA in {specify program} is included at the end of this agreement. These plans will specify the student degree course plan and transfer credit requirements.

Degree course plans will be reviewed by both McKendree University and Illinois Eastern Community Colleges representatives on an annual basis, and revised or updated as needed to reflect any changes in the degree requirements.

Notices should be mailed to the following addresses by first class mail in order to fulfill any notice of revision/updates to this Agreement.

For Illinois Eastern Community Colleges:

Eva Fatheree

Coor. of Curricular Reporting & Articulation

Illinois Eastern Community College

For McKendree University:

Dr. Melissa Meeker

Dean of Worldwide Programs

McKendree University

233 East Chestnut Street
Olney, IL 62450

701 College Road
Lebanon, IL 62254

Terms of the Agreement

This agreement becomes effective on August 1, 2021 and remains in effect until July 31, 2025, unless changed in writing by mutual agreement of McKendree University and Illinois Eastern Community Colleges. The agreement can be amended at any time with the approval of both institutions. Should either institution desire to discontinue this agreement, written advance notification of 60 days will be required. Termination, however, will not be executed without a negotiated teach-out agreement for students currently enrolled.

Both institutions hereby indicate full agreement to the terms and conditions included above and the honoring of the course, program, and other requirements outlined in the four-year program plan attached at the end of this agreement.

IN WITNESS WHEREOF, the parties have executed this Articulation Agreement by their duly authorized officers on the date first written above.

Illinois Eastern Community Colleges

McKendree University

Dr. Ryan Gower
Chancellor
Illinois Eastern Community Colleges

Dan Dobbins
President
McKendree University

Dr. Tami Eggleston
Interim Provost
McKendree University

Dr. Jean Sampson
Chair, School of Business
McKendree University

Agenda Item #11C

Unmanned Aerial Systems Lab Fee

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: April 27, 2021
RE: UAS 2200 Lab fee

In 2018, Olney Central College developed a degree program for Unmanned Aerial Systems as part of the Title III project at Olney Central College.

UAS 2200: UAT Industry Project, is a course during the second year of the program where students will build a small project drone in groups of 3 to 5. Supplies such as batteries, motors, frames, props and cameras are needed for completion of the project. The staff have calculated the cost of these supplies per student and are requesting a lab fee of \$120 be added to this course effective Fall 2021.

I ask the Board to approve the addition of a \$120 to UAS 2200; UAT Industry Project.

Agenda Item #11D

SURS Deferred Compensation Plan

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: April 27, 2021

RE: SURS Deferred Compensation Plan

The State of Illinois legislature approved Public Act 100-769, which was effective August 10, 2018. Since that date, the State Universities Retirement System has been developing a new eligible State Universities Retirement System Deferred Compensation Plan (“Plan”) under Section 457(b) of the Internal Revenue Code. The plan will be funded by elective deferrals, both post and pre-tax, made by participating employees.

Under Public Act 100-769, eligible employers, defined as employers subject to the State Universities Retirement System, *must* offer this new deferred compensation plan to its eligible employees. All active SURS-eligible employees are eligible to participate in the Plan.

The new Plan will act as another investment option for eligible employees of Illinois Eastern Community Colleges to save for retirement. Employee participation is fully optional, and the Plan would be a supplement the existing retirement options currently available to employees of the District, which are the SURS and IECC 403(b) plans.

As an eligible employer, IECC is required to adopt the Plan no later than July 1, 2021. To meet this deadline, I ask the Board’s approval of the Resolution to Adopt the Plan and to approve the Employer Participation Agreement for the new State Universities Retirement Deferred Compensation Plan. This will allow the District to complete required testing with the State Universities Retirement System for an effective date of July 1, 2021.

RG/akb
Attachments

**STATE UNIVERSITIES RETIREMENT SYSTEM DEFERRED
COMPENSATION PLAN**

RESOLUTION TO ADOPT PLAN

WHEREAS, the State Universities Retirement System Deferred Compensation Plan ("Plan") is an eligible deferred compensation plan under Section 457(b) of the Internal Revenue ("Code") established and is administered by the State Universities Retirement System ("System") pursuant to Section 15-202 of the Illinois Pension Code, 40 ILCS 5 et seq.;

WHEREAS, the Plan is funded by elective deferrals, and if elected by the Employer in the Employer Participation Agreement, discretionary employer contributions;

WHEREAS, contributions to the Plan are held in Trust by SURS as Trustee pursuant to the State Universities Retirement System Master Trust Agreement ("Trust Agreement") and are invested in investment options selected and monitored by SURS;

WHEREAS, SURS has contracted with certain service providers ("Service Providers") to administer the Plan in accordance with its written terms and applicable law;

WHEREAS, Section 15-202 of the Illinois Pension Code, 40 ILCS 5, et seq., and Section 2.02(v) of the Plan provide that an employer that is subject to Article 15 of the Illinois Pension Code and that is an eligible employer within the meaning of Code Section 457(e)(1)(A) offer the Plan to its eligible employees;

WHEREAS, the Employer is an employer subject to Article 15 of the Illinois Pension Code, and is an eligible employer within the meaning of Code Section 457(e)(1)(A); and

WHEREAS, the Employer has reviewed the Plan, is authorized by law to adopt this Resolution, and is concurrently executing an Employer Participation Agreement for the Plan, which shall constitute a part of the written terms of the Plan.

NOW THEREFORE the governing body of the Employer hereby resolves:

Section 1. The Employer adopts the Plan for the benefit of its eligible employees, including the Employer Participation Agreement which is attached hereto and made a part of this Resolution.

Section 2. The Employer agrees to abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, and all applicable provisions of the Code, the Illinois Pension Code, and other applicable law.

Section 3. The Employer agrees to enroll only those individuals who are employees, as defined in Section 15-107 of the Illinois Pension Code, of the Employer. An employee does not include an individual who is a leased employee under Code Section 414(n)(2).

Section 4. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in the Trust for the exclusive benefit of participants and their beneficiaries under the Plan. No part of

the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of participants and their beneficiaries and for defraying reasonable expenses of the Plan. All contributions to the Plan shall be held, managed, invested and distributed as part of the Trust in accordance with the provisions of the Plan. All benefits under the Plan shall be distributed solely from the Trust pursuant to the terms of the Plan.

Section 5. This Resolution and an Employer Participation Agreement shall be submitted to SURS. SURS shall determine whether the Resolution and the Employer Participation Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement employee participation in the Plan. SURS may refuse to approve a Resolution and/or an Employer Participation Agreement from an employer that does not have state statutory authority to participate in the Plan. The Employer hereby acknowledges that it is responsible for assuring that this Resolution and the Employer Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Employer as of the date set forth below in accordance with applicable law.

By: _____

Print Name: _____

Title: _____

Date: _____

**STATE UNIVERSITIES RETIREMENT SYSTEM DEFERRED
COMPENSATION PLAN**

EMPLOYER PARTICIPATION AGREEMENT

The undersigned employer ("Employer") and the State Universities Retirement System ("SURS") agree to the participation of the Employer in the State Universities Retirement System Deferred Compensation Plan ("Plan"). The Plan is sponsored and administered by SURS and is intended to qualify as an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code ("Code") that is a governmental plan under Code Section 414(d) and Section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA").

Complete this Participation Agreement only if the Employer is both an employer subject to Article 15 of the Illinois Pension Code and an eligible employer within the meaning of Code Section 457(e)(1)(A).

A. EMPLOYER INFORMATION

Name: Illinois Eastern Community Colleges District #529

Address: 233 E. Chestnut Street

Olney, IL 62450

Tax ID Number: 37-0906196

B. TYPE OF ADOPTION AND EFFECTIVE DATE

The Employer's Plan document shall consist of this Employer Participation Agreement ("Agreement") and the Plan document, as amended from time to time. All capitalized terms in this Agreement shall have the meaning set forth in the Plan document.

It is very important that this Employer Participation Agreement be completed accurately to ensure consistency between the Plan and actual plan operation. The Employer may prospectively change the terms of its participation in the Plan at any time by completing a new Employer Participation Agreement with SURS.

This Agreement is for the following purpose (*check and complete one only*):

1. This is a new 457(b) deferred compensation plan adopted by the Employer for its Employees effective July 1, 2021 (*insert effective date of this Agreement*).
2. This is an amendment to be effective as of _____, _____ (*insert effective date of this amendment*) to the current Agreement previously adopted by the Employer, which was originally effective _____, _____ (*insert effective date of the original Agreement*).
3. This is an amendment and restatement of another 457(b) deferred compensation plan maintained by the Employer, effective

_____, _____ (insert effective date of this Agreement).
This Employer's prior plan was originally effective _____,
_____ (insert effective date of the prior plan). The Employer
understands that it is the Employer's responsibility to ensure that the prior plan met all applicable
state and federal requirements.

C. CUSTODY OF ASSETS. Code Section 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries in a Trust pursuant to the terms of the Plan.

D. PARTICIPATION. An Employee may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions immediately upon commencement of employment with the Employer. "Employee" means an individual who is an employee, as defined in Section 15-107 of the Illinois Pension Code, of an Employer. An Employee does not include an individual who is a leased employee under Code Section 414(n)(2).

E. ELECTIVE DEFERRALS. All Employees of the Employer shall be permitted to make Elective Deferrals to the Plan. Elective Deferrals include Pre-Tax Contributions and Roth Contributions. A Participant shall be 100% Vested in his or her Elective Deferrals at all times.

F. DISCRETIONARY MATCHING CONTRIBUTIONS.

1. The Employer shall (check and complete one only):

- a. not make Discretionary Matching Contributions.
- b. match ___% of Elective Deferrals of up to ___% of Compensation each pay period annually.
- c. match ___% of the first \$_____ of Elective Deferrals each pay period annually.
- d. match the percentage or amount of Elective Deferrals that the Employer determines in its discretion for the Plan Year. **The Employer agrees to submit to SURS a resolution or policy duly adopting the percentage or amount and frequency of matching contributions prior to July 1st of the applicable Plan Year(s).**

Check this box if the Discretionary Matching Contributions match elective deferrals made to another plan, and enter the name of the plan:

NOTE: Any Discretionary Matching Contribution will reduce, dollar for dollar, the Elective Deferrals that a Participant can contribute.

2. The Employer shall make Discretionary Matching Contributions for the following Employees (complete only if Discretionary Matching Contributions will be made to the Plan; check and complete as many as applicable)

NOTE: Any changes to the class of employees eligible for Discretionary Matching Contributions will require an updated Employer Participation Agreement.

3. A Participant shall be 100% Vested in his or her Discretionary Matching Contributions at all times; provided, however, that if SURS enacts an Eligible Automatic Enrollment Arrangement under Section 4.2(e) of the Plan, Discretionary Matching Contributions related to a withdrawal of Automatic Pre- Tax Contributions in accordance with Section 4.2(e)(4) will be placed in a forfeiture account and used first to reduce the Employer's Discretionary Matching Contributions, if any, and then to reduce the Employer's Discretionary Nonelective Contributions, if any.

G. DISCRETIONARY NONELECTIVE CONTRIBUTIONS.

1. The Employer shall (*check and complete one only*):
 - a. not make Discretionary Nonelective Contributions.
 - b. contribute ___% of Compensation on behalf of each Participant each pay period annually.
 - c. contribute \$_____ on behalf of each Participant each pay period annually.
 - d. contribute the percentage or amount that the Employer determines in its discretion for the Plan Year. **The Employer agrees to submit to SURS a resolution or policy duly adopting the percentage or amount and frequency of nonelective contributions prior to July 1st of the applicable Plan Year(s).**

NOTE: Any Discretionary Nonelective Contribution will reduce, dollar for dollar, the amount a Participant can contribute.

2. The Employer shall make Discretionary Nonelective Contributions for the following Employees (*complete only if Discretionary Nonelective Contributions will be made to the Plan; check and complete as many as applicable*):

NOTE: Any changes to the class of employees eligible for Discretionary Non-Elective Contributions. will require an updated Employer Participation Agreement.

3. A Participant shall be 100% Vested in his or her Discretionary Nonelective Contributions at all times.

H. ADMINISTRATIVE INFORMATION.

In executing this Employer Participation Agreement, the Employer agrees:

- that it is eligible to adopt the Plan, and that its governing body has adopted a resolution to approve the adoption of the Plan for its eligible employees, which resolution has been provided to SURS or its designee;
- to be bound by all terms of the Plan document, as applicable, the terms of this Employer Participation Agreement, and the rules and regulations of SURS, all as may be amended from time to time, and that no oral understanding not incorporated into this Agreement is binding on any party;
- to provide any information reasonably requested by SURS or a service provider from time to time to properly administer the Plan in accordance with its terms and applicable law;
- to allow SURS and/or the service providers reasonable access to eligible employees to assist with enrollment in and administration of the Plan;
- to be solely responsible for the correction of any operational or compliance errors resulting from the Employer's failure to perform its responsibilities or provide accurate information to SURS or a service provider;
- that all contributions to the Plan will be deposited in the State Universities Retirement System Master Trust for the exclusive benefit of participants and beneficiaries, and that the Employer shall have no right to Trust assets;
- that participants in the Plan have the right to direct the investment of their accounts by choosing among the investment options selected by SURS and offered under the Plan,

and that any participant who does not provide timely investment direction will be deemed to have elected the Plan's default investment, as selected by SURS;

- that participants will be charged fees for the investment and administration services provided by SURS and the service providers, which will be offset against investment returns or deducted from participant accounts periodically; and
- that the Employer has consulted, to the extent necessary, with its own legal and tax advisors.

The Employer further agrees that it is responsible for the following areas of compliance:

- determining and monitoring employee eligibility in accordance with the terms of the Plan and the Employer Participation Agreement;
 - entering into salary reduction agreements with Employees and timely remitting all Elective Deferrals and Discretionary Employer Contributions, if any, to the Plan; and
 - complying and monitoring the applicable contribution limits under the Code as such limits apply to the Plan and any other Code Section 457(b) plan offered by the Employer in which Employer's employees participate, including the elective deferral limit under Code Sections 457(b)(2), 457(b)(3), 457(c), and 457(e)(18).

This Employer Participation Agreement is duly executed on behalf of the Employer by the undersigned authorized signatories and shall be effective as indicated in Section B.

EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

ACCEPTANCE OF EMPLOYER'S PARTICIPATION IN THE STATE UNIVERSITIES RETIREMENT SYSTEM DEFERRED COMPENSATION PLAN:

By: _____

Suzanne Mayer, Interim Executive Director

Date: _____

APPENDIX A

AUTHORIZED CONTRACT FORM

All official communications from the Employer to SURS shall be directed to the attention of the following person:

State Universities Retirement System
Attention: Executive Director and General Counsel 1901 Fox Drive
Champaign, Illinois 61820
Telephone Number: 217-378-8800
Facsimile Number: 217-378-9801 Email:
Executive_Director@surs.org
General_Counsel@surs.org

All official communications from SURS to the Employer shall be directed to the attention of the following person:

Employer: Illinois Eastern Community Colleges District #529
Attention: Ryan Hawkins
Address: 233 E. Chestnut Street
Olney, IL 62450
Telephone Number: (618) 393-2982
Facsimile Number: (618) 392-4816
Email: hawkinsr@iecc.edu

The following individuals are authorized to represent and act on behalf of the Employer for all purposes related to the Employer's participation in the State Universities Retirement System Deferred Compensation Plan.

Contact Name	<u>Dr. Ryan Gower</u>	Title	<u>Chancellor</u>
Phone No.	<u>(618) 393.2982</u>	E-Mail Address	<u>gowerry@iecc.edu</u>
Signature	_____	Date	_____/_____/_____

Contact Name	<u>Ryan Hawkins</u>	Title	<u>Chief Financial Officer</u>
Phone No.	<u>(618) 393.2982</u>	E-Mail Address	<u>hawkinsr@iecc.edu</u>
Signature	_____	Date	_____/_____/_____

Contact Name	_____	Title	_____
Phone No.	<u>()</u>	E-Mail Address	_____
Signature	_____	Date	_____/_____/_____

Contact Name	_____	Title	_____
Phone No.	<u>()</u>	E-Mail Address	_____
Signature	_____	Date	_____/_____/_____

The Employer agrees that SURS is entitled to rely on this Appendix A, and shall be held harmless in doing so, until such time that the Employer submits a revised Appendix A to SURS.

The undersigned represents that he or she is an authorized representative of the Employer with authority to sign the Agreement and this Appendix A on the Employer's behalf.

By _____ Date _____

Print Name Ryan Hawkins

Title Chief Financial Officer

Phone No. (618) 393.2982 E-mail Address hawkinsr@iecc.edu

Agenda Item #11E

Federal Compliance Audit Resolution

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: April 27, 2021

RE: Federal Compliance Audit

CliftonLarsonAllen LLP, has completed the federal compliance audit of Illinois Eastern Community Colleges for the year ended June 30, 2020. Historically, this compliance audit was completed with the annual financial statement audit. However, due to delays in the federal guidance as it relates to the funding expended under the CARES Act, the two audits are being issued separately.

For the year ended June 30, 2020, the District expended a total of \$11,238,135 in federal awards. CliftonLarsonAllen LLP tested compliance over three federal awards, with no material instances of noncompliance noted from their testing.

I ask that the Board pass the resolution to accept the federal compliance and have it forwarded to the Illinois Community College Board.

RG/akb

Attachment

RESOLUTION OF THE BOARD OF TRUSTEES

ANNUAL FEDERAL COMPLIANCE AUDIT

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community College District 529,

WHEREAS, it is required that the Board of Trustees review and accept the annual federal compliance audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board,

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community College District #529, accepts and approves the annual federal compliance audit of the district as submitted by CliftonLarsonAllen LLP.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes the Chancellor to submit the federal compliance audit to the Illinois Community College Board.

By order of the Board of Trustees.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

Chairman

Date

Secretary

Date

Agenda Item #11F
FY2021 Activity Fee Allocation

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: April 27, 2021
RE: FY2022 Activity Fee Allocations

Annually, \$2 per credit hour for all tuition actually collected is returned to the colleges to support student activities. The Presidents recommend student activity fee allocations at the colleges.

Attached is an analysis of these allocations and the recommendation for FY2022. There are minimal changes from last year's recommendations. The allocation notes what percentage of each dollar will be turned over to an appropriate self-balancing account in the auxiliary fund.

I request approval of the Activity Fee Allocations for FY2022.

RG/akb

Attachment

Agenda Item #11G
Architectural Contract LTC

Memorandum

To: Board of Trustees
From: Ryan Gower
RE: Architectural Contract – LTC Natatorium
Date: April 27, 2021

With the support of Sen. Dale Righter, the LTC Foundation was able to secure a grant through the Illinois Department of Commerce and Economic Opportunity for the improvement of the Natatorium. The improvements to the Natatorium were a part of the planned addition of the Recreation Center to LTC.

This \$400,000 grant, which was secured in 2019, has now moved through the proper channels and funds are available to be drawn down. Before we can put the project up for bid, we need to finalize construction documents and specifications. Sandra Walk has served as the Architect for the addition to the LTC Theater and is familiar with the campus and its infrastructure. Her contract is a \$6,500 fixed rate for this project with the understanding that, where required for the project, the cost of any specialized consultant will be arranged for by the Architect and billed as extra service with a 10% additional charge for coordination and administration of the work.

Given her reasonable fixed rate fee and familiarity with the LTC campus, I recommend the Board approve the architectural contract with Walk Architecture for the improvements to the LTC Natatorium.

RG/sc

AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS AGREEMENT made this 26th day of October, 2020 by and between **LINCOLN TRAIL COLLEGE**, 11220 IL-1, Robinson, Illinois 62454 hereinafter called the OWNER, and **WALK ARCHITECTURE**, 17125 East 2000th Avenue, Effingham, Illinois 62401 hereinafter called the ARCHITECT, witnesseth

Whereas the OWNER intends to contract for Design of the remodel of the approximate 11,670 square foot **Natatorium** on the Campus of Lincoln Trail College, Robinson, Illinois.

A. Basic Services of the Architect – Design-Bid-Build

The Architect agrees to perform for the above named work professional services consisting of the following: consultation with the Owner, research applicable design criteria, attend project meetings and communicate with the Owner's representative on the progress of the project.

The Architect will assist the Owner in obtaining approval of the plans and specifications by such authorities as required by law.

Site engineering, structural, mechanical, electrical, plumbing and fire protection systems to be design by others.

1. Design Development Phase

1.1 The Architect shall prepare the Design Development Document which may consist of the following: preliminary studies, design development drawings, and estimate of construction cost for the Owner's approval.

2. Construction Documents

2.1 Once Design Development Documents are approved by the Owner, the Architect shall prepare Construction Documents which may consist of the following: working drawings; specifications; and large scale details.

3. Bidding and Negotiation

3.1 Once Construction Documents are approved by the Owner, the Architect shall assistance with Bidding and Negotiation Phase of the project.

3.2 The Architect shall assist the Owner in preparing the bidding information that includes the date, time and place of the Bid Date. Also the Bid Form that represents the agreement Contractor shall make to the Owner and the Conditions of the Contract for Construction (General, Supplementary and other Conditions) shall be prepared by the Architect. (These documents are located in the Architect's Specifications for the project.)

3.3 The Architect shall assist the Owner in contacting prospective contractors, collecting competitive bids, reviewing the bids and proposals, and selecting the most accurate bid and awarding the bid to the prospective contractor. Included in the bid process, the Architect in conjunction with the Owner shall hold a Pre-Bid Conference informing the prospective contractor general information about the project and respond to the prospective contractors questions as clarifications and interpretations of the Construction Documents. The responses to the questions shall be address in addendum to each perspective bidder.

3.4 The Architect shall consider the request for substitutions and may assist the Owner in any, if necessary, negotiations with a perspective contractor.

4. Construction Phase

4.1 The Architect shall advise and consult with the Owner in the Construction Phase of the project. The Architect shall administer the Contract between the Owner and Contractor as stated in the AIA Document A201-2007, General Conditions of the Contract for Construction. If any modifications are made between the Owner and Contractor, those modifications shall not affect the Architect's services as this agreement states.

4.2 The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. (Referenced AIA B101-2007.) The Architect shall not have control over and shall not be responsible for any of the Contractor's, or any person's, negligent acts or omissions in performing portions of the Work.

4.3 At appropriate intervals in the project, the Architect shall visit the site to review the project and become familiar with

the progression of the Work that is being completed. Also, the Architect shall inform the Owner on the progression of the Work. If noticed, the Architect may note, if any, any deviations, defects or deficiencies to the Owner and/ or Contractor. However, the Architect shall not be required to make exhausted or continuous on-site inspections to check the quality of the Work and the Architect must not be held responsible for and neglected acts of omissions in the performing of the portions of the work. (Referenced AIA B101-2007.)

4.4 The Architect has the authority to reject the Work by the Contractor that does not represent the intention of the Contract Documents.

5. Payment from Owner to Contractor

5.1 The Architect shall review and approve the amounts of payment from the Owner to the Contractor.

5.2 The request for payment by the Contractor shall be submitted per the AIA Payment Application form. The approval of the Payment Application by the Architect shall not be a representation that the Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the work, reviewed construction means, methods, techniques, sequences or procedures, reviews copies of requisitions received from the Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right of Payment, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. (Referenced AIA B101-2007.)

5.3 The Architect may approve minor changes that may not effect the cost or timeframe of the Work that is to be completed based from the Construction Documents.

B. Payments to the Architect

The Owner agrees to pay said Architect for her basic services a fee based on a **Fixed Rate** of **\$6,500** plus Reimbursable Costs and other payments, if any, as specified in Paragraph 3. Extra services as mentioned in Paragraph 3 will be performed only on written order of the Owner.

The architect shall be paid on a monthly basis based on the number of hours spent and a hourly rate of **\$100.00** until bid documents are completed. At Bid Date, the Architect shall be paid **75%** of the **Fixed Rate**. At Substantial Completion of the project, the Architect shall be paid for the **remainder** of the **Fixed Rate**.

Payments are due thirty days from receipt of statement. Payments unpaid after thirty days will bear interest at the rate of 1.5% per month (18% APR).

c. Extra Services and Special Cases

If the Architect is caused extra drafting or other expenses due to changes ordered by the Owner or due to the delinquency or insolvency of the Owner or Contractor, or as a result of damage by fire, or for making as-built drawings, he shall be equitably paid for the services and any extra expenses involved. The cost involved shall be agreed upon before work is started.

The following items shall be considered as reimbursable expenses for this project:

1. Reproduction and copying costs
2. Photography expense
3. Preparation of color renderings
4. Construction of scale models
5. As-Built Documents & Owner Manual Coordination
6. Analysis of Owning & Operational Costs

Where required for the project, the cost of any specialized consultant will be arranged for by the Architect and billed as extra service with a 10% additional charge for coordination and administration of the work.

Specialized consultants include but are not limited to the following:

1. Civil Engineering
2. Structural Engineering
3. Geotechnical Engineer
4. Specialized Testing Engineers and/or Laboratories
5. Mechanical Engineering
6. Acoustical Engineers
7. Special Systems Consultants (computer, communications, sound, etc.)
8. Surveying Services
9. Environmental Engineers
10. Comprehensive Interior Design
11. Landscape Architect

The necessity for any specialized consultant along with the associated cost shall be determined and approved jointly by the Architect and Owner prior the work being started.

D. Ownership of Documents

Drawings and Specifications as instructions of service are the property of the Architect whether the work for which they are made be executed or not, and shall not be used for any purpose other than for this particular project.

E. Surveys, Borings and Tests

The Owner shall, so far as the work under this Agreement may require, furnish the Architect with the following information: complete and accurate surveys of the building site, giving the lines of streets, pavements and adjoining properties, the rights restrictions, easements and boundaries of the building site. Where required, the Architect will furnish his own topographical surveys. If surveys, tests or soil borings are required, they will be performed or arranged for by the Architect at extra cost. Where it is necessary to subcontract these services, they shall be billed at the rate of 1.1 times the cost to the Architect.

F. Termination

If any work designed or specified by the Architect is abandoned or suspended, in whole or in part, the Architect shall be paid for the services tendered on account of it.

Should the project be terminated at the completion of the preliminary design phase, the Architect shall be paid for services rendered to date. This will normally be 1.4% of the estimated cost of construction (20% of the fee) plus any additional fee for extra services authorized by the Owner.

Should the project be terminated during the working drawing phase, prior to receiving bids, the Architect shall be paid for services rendered to date based on hourly rates specified in Paragraph 3.

G. Miscellaneous Provisions

The Architect and the Architect's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold or other toxic substances.

H. Successors and Assignments

The Owner and the Architect each binds himself, his partners, successors, legal representatives, and assigns to the other party to this agreement and to the partners, successors, legal representatives, and assigns of such other party in respect of all covenants of agreement. Except as mentioned above, neither the Owner or the Architect shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

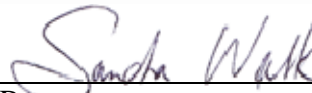
THE OWNER and the ARCHITECT hereby agree to the full performance of the covenants contained herein. IN WITNESS WHEREOF they have executed this Agreement the day and year first written above.

ILLINOIS EASTERN COMM COLLEGES

Olney, Illinois

WALK ARCHITECTURE, LLC

Effingham, Illinois


B _____

Ryan Gower; Chancellor

Date

Date

Agenda Item #12

Bid Committee Report

BID COMMITTEE REPORT

April 27, 2021

Frontier Community College/Lincoln Trail College/
Olney Central College & Wabash Valley College

1. HVAC Replacement

Olney Central College

1. TRIO Upward Bound 2021 Educational Trip

TO: Board of Trustees

FROM: Bid Committee

DATE: April 27, 2021

RE: HVAC Replacement

The following bid recommendation is based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends acceptance of the bid received from Central State Construction for a total of \$1,786,230 (includes Alternate Bid in the amount of \$55,000).

Company	Base Bid	Alternate Bid AB-1 Add Work Related to Installation of Ionization Systems at All Units	Base Bid Plus AB-1
A & W Plumbing & Heating, Murphysboro, Illinois	\$1,898,000	\$63,200	\$1,961,200
Central State Construction, Marshall Illinois	\$1,731,230	\$55,000	\$1,786,230
Merz Heating & Air Conditioning, Effingham, Illinois	\$1,899,000	\$57,750	\$1,956,750
Rend Lake Plumbing & Heating, Bonnie, Illinois	\$1,760,000	\$57,750	\$1,817,750

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Operations and Maintenance Restricted Fund

Source of Funds: 2020 PHS Bond and CRRSSA Funding

Rationale for Purchase: The proposal from Central State Construction was the lowest responsible bidder in conformity with the bid specifications.

The "Advertisement for Bids" was placed in the Robinson Daily News and The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Notice to Bidders

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the **HVAC REPLACEMENT** at Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College shall be received at **ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, 233 EAST CHESTNUT STREET, OLNEY, IL 62450** until **10:00 AM local time, on Thursday, April 8, 2021**, and then publicly opened. The IECC Board of Trustees reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to their interests, and to hold the bids for a period of twenty-one (21) days from the bid date.

PRE-BID CONFERENCE

A pre-bid conference for Prime Bidders will be held at 9:00 AM local time on Thursday, March 18, 2021, beginning at the Illinois Eastern Community College District Office, 233 East Chestnut Street, Olney, IL 62450. A tour of all facilities will follow.

METHOD OF BIDDING

Lump Sum Bids will be received for the following: CONTRACT NO. 1: Complete Construction.

PREPARATION OF BIDS

Bids shall be submitted on the Bid Proposal Form provided in the Bidding Documents, executed in accordance with attached forms, and delivered in a sealed opaque envelope showing the bidder's name and address and the name of the project. Faxed or electronically submitted Bids will NOT be accepted.

PERFORMANCE BOND

Contractors receiving award shall be required to furnish an approved Performance Bond, Labor and Material Payment Bond for one hundred percent (100%) of the Contract amount which shall be in full force and effect for twelve (12) months from date of acceptance of the work. Bonds shall be furnished within ten (10) days after written notice to proceed with the work.

CONTRACT DOCUMENTS

Prime Bidders may obtain bidding documents from **ADG/Architecture & Design Group, P.O. Box 335, 512 Market Street, Mt. Carmel, Illinois 62863, 618-263-3254**. Electronic PDF copies of the bidding documents may be transmitted via email or a file sharing platform at no charge. Up to two hard copy sets may be purchased for \$125.00 per set, per bidder, non-refundable. Sets must be purchased in total; individual drawing sheets or specification sections will not be distributed.

Bidding documents are also available for review at the following locations:

IECC DISTRICT OFFICE

Illinois Eastern Community Colleges
District #529
233 East Chestnut
Olney, IL 62450

CONSTRUCT CONNECT

30 Technology Parkway South, Suite 100
Norcross, GA 30092

SOUTHERN ILLINOIS BUILDERS ASSOC

1519 E. DeYoung Street, Suite B
Marion, IL 62959

**SOUTHERN ILLINOIS BUILDERS
ASSOC**

1468 Green Mount Road
O'Fallon, IL 62269

BID SECURITY

A certified check or bank draft, payable to Illinois Eastern Community Colleges District #529, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the bid shall be submitted with each bid. Should the bidder withdraw his bid within fourteen (14) days after bid date without written consent of the Owner or fail to execute a satisfactory contract including performance bond within ten (10) days after the written notice to proceed, the Owner may declare the bid deposit forfeited as liquidated damages.

PREVAILING WAGE RATES

Contractors and subcontractors are notified that they are required to pay no less than the Illinois Department of Labor Prevailing Wage Standards set forth and approved by the Illinois Department of Labor and enclosed in the Project Manual. The Contractor of Award will be required to submit monthly Certified Payroll Reports for the entire project.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SUSPENSION AND DEBARMENT

Illinois Eastern Community Colleges is a non-federal entity subject to 2 CFR 200.213. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

EQUAL OPPORTUNITY EMPLOYER

Illinois Eastern Community Colleges District #529 is an Equal Opportunity Employer.

PROCUREMENT AND CONTRACTING REQUIREMENTS

Wabash Valley College Location

MED-1.1 WVC Library Demolition Plan

ME-1.1 WVC Library Renovation Plan

MED-1.2 WVC Small World First Floor Demolition Plan

ME-1.2 WVC Small World First Floor Renovation Plan

MED-1.3 WVC Small World Second Floor Demolition Plan

ME-1.3 WVC Small World Second Floor Renovation Plan

MED-1.4 WVC Applied Arts Demolition Plan

ME-1.4 WVC Applied Arts Renovation Plan

Frontier Community College Location

MED-2.1 FCC Learning Resource Center Demolition Plan

ME-2.1 FCC Learning Resource Center Renovation Plan

MED-2.2 FCC Learning Resource Center Large Scale Demolition Plan

ME-2.2 FCC Learning Resource Center Large Scale Renovation Plan

MED-2.3 FCC Mason Hall First Floor Demolition Plan

ME-2.3 FCC Mason Hall First Floor Renovation Plan

MED-2.4 FCC Mason Hall Attic and Detail Demolition Plan

ME-2.4 FCC Mason Hall Attic and Detail Renovation Plan

Lincoln Trail College Location

- MED-3.1 LTC Student Center First Floor Demolition Plan
- ME-3.1 LTC Student Center First Floor Renovation Plan
- MED-3.2 LTC Student Center Roof Demolition Plan
- ME-3.2 LTC Student Center Roof Renovation Plan

Olney Central College

- MED-4.1 OCC Theater First Floor Demolition Plan
- ME-4.1 OCC Theater First Floor Renovation Plan
- MED-4.2 OCC Theater Roof Demolition Plan
- ME-4.2 OCC Theater Roof Renovation Plan

FROM: Ryan Hawkins

DATE: April 27, 2021

RE: TRIO Upward Bound 2021 Education Trip

The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends acceptance of the bid received from Brightspark Travel for a total of \$58,710.

Company	Total Bid
All Aboard Tours & Travel Upper Saddle River, NJ	\$58,327
Brightspark Travel Chicago, IL	\$58,710
Gerber Tours Woodbury, NY	\$62,142

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: TRIO Upward Bound.

Source of Funds: The TRIO Upward Bound programs are 100% federally funded by the U.S. Department of Education for \$312,480 (LTC), \$361,983 (OCC) and \$297,601 (WVC). Bid award is subject to approval by Illinois Eastern Community Colleges.

Rationale for Purchase: The proposal from Brightspark Travel was the lowest responsible bidder in conformity with the bid specifications.

The "Advertisement for Bids" was placed in the Robinson Daily News for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Specifications for: TRIO Upward Bound Educational Trip 2021

Illinois Eastern Community College District #529

and TRIO Upward Bound

Award #P047A170026, #P047A170027 & #P047A171211

Please bid one “all-inclusive” price for entire trip, which would include all amenities, activities, transportation, etc., for items listed in these specifications.

Trip to: Louisville, Kentucky.

Depart from: Olney Central College, 1091 West Parker Street, Olney, IL 62450 – Tuesday, July 13, 2021.

Return to: Olney Central College, 1091 West Parker Street, Olney, IL 62450 – Thursday, July 15, 2021.

Accommodations: Up to 73 students (double occupancy) with two (2) queen beds (students). Up to 11 staff (double occupancy) with two (2) queen beds (staff). (All rooms are to be located together as hotel allows).

Activities/attractions must reflect a minimum of the following:

- Muhammad Ali Center
- Louisville Slugger Museum and Factory
- Belle of Louisville Dinner Cruise
- University of Louisville campus tour (or other University)
- Kentucky Derby Museum – including a guided walking tour of Churchill Downs
- Louisville Zoo
- Louisville Science Center – IMAX admission
- Louisville Mega Cavern – tram tour

College visits: Must have 1 – 2 University tours during the trip. University of Louisville (preferred).

Transportation: Three (3) charter buses for up to 84 passengers (single seat occupancy - unless siblings) TV/DVD on each motorcoach, Wi-Fi included.

Lodging: Two (2) nights’ stay in Louisville, KY. (Hotel must have breakfast available to accommodate entire group. (No outside door access or adjoining guest rooms)).

Meals all included in price: Meal allowances are acceptable, no less than \$15.00 per person/per meal. However, there needs to be at least one (1) group meal each day. All meals must be included. Group meals: Dinner on Belle of Louisville and Joe Huber Family Farm and Restaurant.

Security: Overnight security guards on each floor where student rooms are located in addition to 24-hour emergency service.

Tour guides: Two (2) professional tour guide directors/day.

Additional services:

- Planning and booking of activities
- Bags for participants
- Emergency tags/lanyards with 24-hour service and contact information
- Health & accident insurance is required (per participant)
- Liability insurance is required
- Trip resource manual
- Trip delay protection
- \$1 million trip protection plan
- Bus drivers and tour guides' rooms plus daily per diem and incidentals should be included in bid price
- All taxes and gratuities should be included in the bid price

THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

Please submit one "all-inclusive" price for all amenities/activities in the proceeding specifications.

Bid Form (Award #P047A170026, #P047A170027 & #P047A171211)

TOTAL BID \$ _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

The TRIO Upward Bound programs are 100% federally funded by the U.S. Department of Education for \$312,480 (LTC), \$361,983 (OCC) and \$297,601 (WVC). Bid award is subject to approval by Illinois Eastern Community Colleges.

Agenda Item #13

District Finance

A. Financial Report

B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES	
DISTRICT #529	
TREASURER'S REPORT	
March 31, 2021	
FUND	BALANCE
Educational	\$ 11,023,566.89
Operations & Maintenance	2,154,181.23
Operations & Maintenance (Restricted)	3,117,328.10
Bond & Interest	366,942.55
Auxiliary	1,311,328.65
Restricted Purposes	(1,386,200.66)
Working Cash	1,034,246.28
Trust & Agency	616,890.55
Audit	2,362.07
Liability, Protection & Settlement	866,333.21
TOTAL ALL FUNDS	\$ 19,106,978.87
Respectfully submitted,	
Ryan Hawkins, Treasurer	

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
March 31, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 11,038,867	\$ 2,154,181	\$ 3,117,328	\$ 366,943	\$ 1,331,829	\$ (1,386,201)
Investments	-	1,501,828	-	-	5,331,149	-
Accounts Receivable	1,072,629	128,440	-	-	287,717	-
Other Receivables	498,920	-	-	-	-	176,998
Restricted Cash	-	-	3,782,771	-	-	-
Inventory	-	-	-	-	587,885	-
Other Assets	-	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 12,610,416	\$ 3,784,449	\$ 6,900,099	\$ 366,943	\$ 7,538,580	\$ (728,561)
LIABILITIES						
Accounts Payable	\$ 287,684	\$ 55,620	\$ 12,434	\$ -	\$ 17,728	\$ 39,212
Accrued Payroll Liabilities	473,712	-	-	-	-	-
Other Accrued Liabilities	274,300	83,813	40,332	-	61,586	2,788
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	1,035,696	139,433	52,766	-	79,314	42,000
FUND BALANCES						
Non-Spendable	-	-	-	-	587,885	-
Restricted	-	3,645,016	6,847,333	366,943	-	(770,561)
Unassigned	11,574,720	-	-	-	6,871,381	-
Total Fund Balances	11,574,720	3,645,016	6,847,333	366,943	7,459,266	(770,561)
Total Liabilities and Fund Balances	\$ 12,610,416	\$ 3,784,449	\$ 6,900,099	\$ 366,943	\$ 7,538,580	\$ (728,561)

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
March 31, 2021

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 1,034,246	\$ 616,891	\$ 2,362	\$ 866,333	\$ 19,142,779
Investments	5,404,481	-	-	-	12,237,458
Accounts Receivable	-	-	-	-	1,488,786
Other Receivables	-	18,653	-	-	694,571
Restricted Cash	-	-	-	-	3,782,771
Inventory	-	-	-	-	587,885
Other Assets	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-
Total Assets	\$ 6,438,727	\$ 635,544	\$ 2,362	\$ 866,333	\$ 38,414,892
LIABILITIES					
Accounts Payable	\$ -	\$ 95,560	\$ 5,775	\$ -	\$ 514,013
Accrued Payroll Liabilities	-	-	-	-	473,712
Other Accrued Liabilities	-	-	-	-	462,819
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	95,560	5,775	-	1,450,544
FUND BALANCES					
Non-Spendable	6,413,656				7,001,541
Restricted	25,071		-	866,333	10,980,135
Unassigned	-	539,984	(3,413)	-	18,982,672
Total Fund Balances	6,438,727	539,984	(3,413)	866,333	36,964,348
Total Liabilities and Fund Balances	\$ 6,438,727	\$ 635,544	\$ 2,362	\$ 866,333	\$ 38,414,892

Illinois Eastern Community Colleges							
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)							
For the Period Ended March 31, 2021							
		Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES							
Property Taxes	\$	2,945,306	\$ 1,236,204	\$ -	\$ 2,110,488	\$ -	\$ -
Replacement Taxes		358,201	-	-	-	-	-
ICCB Grants		9,740,676	-	-	-	-	213,247
Federal Grants		-	-	-	-	-	8,527,422
Tuition & Fees		10,188,337	1,020,695	-	-	300,357	-
Charges for Services		-	-	-	-	1,741,793	-
Interest		77,156	22,885	34,222	6,290	33,429	192
Other Revenues		4,958,033	191,135	24,689	-	144,498	47,345
Total Revenues		28,267,709	2,470,919	58,911	2,116,778	2,220,077	8,788,206
EXPENDITURES							
Payroll		9,388,277	615,162	-	-	1,138,871	1,189,539
Benefits		1,579,452	164,037	-	-	149,335	317,038
Contractual Services		785,744	259,145	45,949	-	204,000	361,922
Supplies		779,485	178,088	725	-	1,510,190	984,079
Travel		61,632	275	-	-	117,880	58,806
Fixed		2,636,681	14,018	-	2,174,050	141,389	66,040
Utilities		39,292	753,980	-	-	-	-
Capital Outlay		152,228	375,209	274,007	-	23,234	258,925
Other		132,764	70	-	-	147,229	1,436,461
Scholarships, Student Grants, & Waivers		4,760,637	-	-	-	329,232	5,447,210
Total Expenditures		20,316,192	2,359,984	320,681	2,174,050	3,761,360	10,120,020
Excess (Deficiency) of Revenues Over (Under) Expenditures		7,951,517	110,935	(261,770)	(57,272)	(1,541,283)	(1,331,814)
TRANSFERS							
Net Transfers		(5,351,849)	584,151	3,559,100	-	1,208,598	-
Total Transfers		(5,351,849)	584,151	3,559,100	-	1,208,598	-
Net Change in Fund Balance		2,599,668	695,086	3,297,330	(57,272)	(332,685)	(1,331,814)
Fund Balance - Beginning		8,975,052	2,949,930	3,550,003	424,215	7,791,951	561,253
Fund Balance - Ending	\$	11,574,720	\$ 3,645,016	\$ 6,847,333	\$ 366,943	\$ 7,459,266	\$ (770,561)

IA47:N80 Illinois Eastern Community Colleges						
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)						
For the Period Ended March 31, 2021						
		Working Cash	Trust & Agency	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
		Fund	Fund			
REVENUES						
Property Taxes		\$ -	\$ -	\$ 82,039	\$ 845,603	\$ 7,219,640
Replacement Taxes		-	-	-	-	358,201
ICCB Grants		-	-	-	-	9,953,923
Federal Grants		-	-	-	-	8,527,422
Tuition & Fees		-	-	-	-	11,509,389
Charges for Services		-	22,221	-	-	1,764,014
Interest		25,071	4,295	49	5,987	209,576
Other Revenues		-	701,327	-	-	6,067,027
	Total Revenues	<u>25,071</u>	<u>727,843</u>	<u>82,088</u>	<u>851,590</u>	<u>45,609,192</u>
EXPENDITURES						
Payroll		-	-	-	-	12,331,849
Benefits		-	-	-	61,826	2,271,688
Contractual Services		-	13,737	76,125	302,832	2,049,454
Supplies		-	91,188	-	-	3,543,755
Travel		-	930	-	-	239,523
Fixed		-	5,735	-	238,158	5,276,071
Utilities		-	-	-	-	793,272
Capital Outlay		-	84,848	-	-	1,168,451
Other		-	-	-	-	1,716,524
Scholarships, Student Grants, & Waivers		-	332,302	-	-	10,869,381
	Total Expenditures	<u>-</u>	<u>528,740</u>	<u>76,125</u>	<u>602,816</u>	<u>40,259,968</u>
Excess (Deficiency) of Revenues						
Over (Under) Expenditures		25,071	199,103	5,963	248,774	5,349,224
TRANSFERS						
Net Transfers		-	-	-	-	-
	Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance		<u>25,071</u>	<u>199,103</u>	<u>5,963</u>	<u>248,774</u>	<u>5,349,224</u>
Fund Balance - Beginning		6,413,656	340,881	(9,376)	617,559	31,615,124
Fund Balance - Ending		<u>\$ 6,438,727</u>	<u>\$ 539,984</u>	<u>\$ (3,413)</u>	<u>\$ 866,333</u>	<u>\$ 36,964,348</u>

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
March 31, 2021

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2021	2020
ASSETS:		
CASH	\$ 19,106,975	\$ 13,086,262
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	14,500
CDB PROJECT TRUST	3,782,770	152,659
INVESTMENTS	12,237,457	14,825,000
RECEIVABLES	2,183,357	1,015,813
INVENTORY	587,885	431,572
OTHER ASSETS	480,642	463,650
FIXED ASSETS (Net of Depr)	17,090,470	15,921,513
TOTAL ASSETS AND OTHER DEBITS:	\$ 55,505,356	\$ 45,932,269
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ -	\$ -
ACCOUNTS PAYABLE	383,190	76,371
DEFERRED REVENUE	1,067,353	111,305
L-T DEBT GROUP (FUND 9)	7,742,985	3,647,603
OPEB (Prior Year Restated for GASB 75 Implementation)	15,855,669	15,780,483
TOTAL LIABILITIES:	25,049,197	19,615,762
FUND BALANCES:		
FUND BALANCE	31,314,788	24,051,340
INVESTMENT IN PLANT (Net of Depr)	17,090,470	15,921,513
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(23,598,654)	(19,428,086)
RESERVE FOR ENCUMBRANCES	5,649,555	5,771,740
TOTAL EQUITY AND OTHER CREDITS	30,456,159	26,316,507
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 55,505,356	\$ 45,932,269

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2019-2021**

College	Category	FISCAL YEAR 2019			FISCAL YEAR 2020			FISCAL YEAR 2021			% of Year
		Budget	Spent Thru March	% of Budget	Budget	Spent Thru March	% of Budget	Budget	Spent Thru March	% of Budget	
Frontier	Bills		\$ 531,813			\$ 604,391			\$ 507,501		
	Payroll		1,570,322			1,535,043			1,348,931		
	Waivers		846,377			684,950			672,317		
	Totals	\$ 4,550,604	2,948,512	65%	\$ 4,370,599	2,824,384	59%	\$ 3,899,789	2,528,749	65%	75%
Lincoln Trail	Bills		907,293			823,775			\$ 1,119,045		
	Payroll		1,665,176			1,645,359			1,637,065		
	Waivers		770,631			839,649			932,670		
	Totals	\$ 4,788,234	3,343,100	70%	\$ 5,365,117	3,308,783	56%	\$ 4,943,901	3,688,780	75%	75%
Olney Central	Bills		1,207,160			1,205,065			\$ 1,021,806		
	Payroll		3,252,521			3,294,767			3,048,683		
	Waivers		627,293			737,062			725,866		
	Totals	\$ 7,449,755	5,086,974	68%	\$ 7,669,580	5,236,894	61%	\$ 7,047,772	4,796,355	68%	75%
Wabash Valley	Bills		1,019,047			1,104,443			\$ 880,948		
	Payroll		2,214,580			2,195,274			2,116,591		
	Waivers		1,356,469			1,459,717			1,182,197		
	Totals	\$ 6,236,897	4,590,096	74%	\$ 6,449,215	4,759,434	67%	\$ 5,988,433	4,179,736	70%	75%
Workforce Educ.	Bills		211,780			184,332			\$ 137,222		
	Payroll		813,067			759,029			565,067		
	Waivers		2,495,088			2,195,080			1,109,373		
	Totals	\$ 4,258,339	3,519,935	83%	\$ 4,396,670	3,138,441	57%	\$ 3,349,386	1,811,662	54%	75%
District Office	Bills		246,546			233,504			\$ 210,190		
	Payroll		825,755			793,856			716,170		
	Waivers		-			-			-		
	Totals	\$ 1,519,023	1,072,301	71%	\$ 1,551,484	1,027,360	58%	\$ 1,410,117	926,360	66%	75%
District Wide	Bills		1,419,750			1,672,268			\$ 1,515,615		
	Payroll		634,673			657,459			570,931		
	Waivers		145,291			202,547			138,214		
	Totals	\$ 2,883,536	2,199,714	76%	\$ 3,107,121	2,532,274	76%	\$ 3,576,315	2,224,760	62%	75%
GRAND TOTALS		\$31,686,388	\$ 22,760,632	72%	\$ 32,909,786	\$ 22,827,570	69%	\$30,215,713	\$ 20,156,402	67%	75%

Operating Funds Expense Report

March 31, 2021

	FY 2021		FY 2020		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	10,003,438	49.63%	\$ 10,880,787	47.67%	\$ (877,349)	-8.063%
Employee Benefits	1,743,488	8.65%	1,927,770	8.44%	(184,282)	-9.559%
Contractual Services	1,044,890	5.18%	1,124,830	4.93%	(79,940)	-7.107%
Materials	957,590	4.75%	1,177,283	5.16%	(219,693)	-18.661%
Travel & Staff Development	61,907	0.31%	141,270	0.62%	(79,363)	-56.178%
Fixed Charges	130,907	0.65%	77,861	0.34%	53,046	68.129%
Utilities	793,272	3.94%	843,178	3.69%	(49,906)	-5.919%
Capital Outlay	527,438	2.62%	438,162	1.92%	89,276	20.375%
Other	4,893,472	24.28%	6,216,429	27.23%	(1,322,957)	-21.282%
	<u>\$ 20,156,402</u>	<u>100.00%</u>	<u>\$ 22,827,570</u>	<u>100.00%</u>	<u>\$ (2,671,168)</u>	<u>-11.701%</u>

**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	\$11,160,000	_____							
Applied Arts Building Roof - WVC	CDB	\$295,000	_____							
Applied Technology Center - OCC	CDB	\$3,076,400	_____							
Power Hub - WVC	CDB	\$300,000	_____							
LTC - Natatorium HVAC	PHS	\$276,305	_____	_____	_____	_____	_____	_____	_____	_____
LTC - Performing Arts Building	Local	\$853,800	_____	_____	_____	_____	_____	_____	_____	_____
WVC - Solar Project	Local/IGEN	\$109,824	_____	_____	_____	_____	_____	_____	_____	_____
GRAND TOTAL		\$16,684,900	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

Agenda Item #14

Executive Session

Agenda Item #15

Approval of Executive Session Minutes

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

Agenda Item #16

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: April 23, 2021
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the April Personnel Report. Additional information for items 400.1, 400.2, 400.4, 400.5, 400.9, and 400.10 have been sent under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Title**
- 400.3. Approval of Contracts for Chancellor and College Presidents**
- 400.4. Temporary Contract Extension**
- 400.5. Special Assignment**
- 400.6. Approval to Hire Student Services Specialist Positions, LTC, FCC, Prior to May Board Meeting**
- 400.7. Approval to Hire Administrative Assistant, Nursing & Allied Health, OCC, Prior to May Board Meeting**
- 400.8. Approval of Proposed Non-College Employment**
- 400.9. Resignation Ratifications**
- 400.10. Retirement Ratifications**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Joshua Hoffert, Workforce Education Instructor, effective May 1, 2021.
2. Stephen Murray, Workforce Education Instructor, effective May 1, 2021.

B. Classified

1. Tyson Murray, Advisor, LTC, effective April 29, 2021.
2. Shawn Poindexter, Information Systems Technician, LTC, effective April 28, 2021.

400.2. Change in Title

A. Professional Non-Faculty, Exempt

1. Casey Wyllie, Interim Head Men's Basketball Coach, OCC, to Head Men's Basketball Coach, OCC, effective April 28, 2021.
2. James Brenneman, Interim Head Baseball Coach, FCC, to Head Baseball Coach, FCC, effective April 28, 2021

400.3. Approval of Contracts for Chancellor and College Presidents

1. Ryan Gower
2. Gerald Edgren
3. Zahi Atallah
3. Rodney Ranes
4. Matthew Fowler

400.4. Temporary Contract Extension

A. Professional Non-Faculty, Non-Exempt

1. Tona Ambrose, Director of College Access, LTC, extension of contract to August 6, 2021.

400.5. Special Assignment

A. Administrative

1. Anne Hustad, Interim Associate Dean of Nursing & Allied Health, OCC, \$1,500 per month, effective May 6, 2021.

400.6. Approval to Hire Student Services Specialist Positions, LTC, FCC, Prior to May Board Meeting

400.7. Approval to Hire Administrative Assistant, Nursing Allied Health, OCC, Prior to May Board Meeting

400.8. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Amie Mayhall	McGraw Hill Education	36

400.9. Resignation Ratifications

A. Faculty

1. Sarah Burke, Nursing Instructor, OCC/WVC, effective May 14, 2021.
2. Mary Morris, Assistant Professor, FCC, effective May 15, 2021.

B. Professional Non-Faculty, Exempt

1. Luke Stuckey, Head Men's Basketball Coach, LTC, effective May 29, 2021.

400.10. Retirement Ratifications

A. Faculty

1. Dr. Winifred Wolven, Professor, LTC, effective May 15, 2021.
2. Rickey Lamb, Instructor, Workforce Education, effective June 1, 2021.

B. Professional Non-Faculty, Non-Exempt

1. Scott McCallen, Broadcast Services Specialist, WVC, effective July 1, 2021.

Agenda Item #17

Collective Bargaining

Agenda Item #18

Litigation

Agenda Item #19

Other Items

Agenda Item #20

Adjournment