## ILLINOIS EASTERN COMMUNITY COLLEGES

## **BOARD OF TRUSTEES**

## MONTHLY MEETING

June 21, 2016



Location:

Frontier Community College 2 Frontier Drive Fairfield IL 62837

Dinner – 6:00 p.m. – Bob Boyles Hall Meeting – 7:00 p.m. – Bob Boyles Hall The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

## Illinois Eastern Community Colleges Board Agenda

## June 21, 2016 7:00 p.m. Frontier Community College Bob Boyles Hall

1.	Call to Order & Roll CallC	hairman Fischer
2.	Disposition of Minutes	CEO Bruce
3.	Recognition of Visitors and Guests	Bruce
	A. Visitors and Guests	
	B. IECEA Representative	
4.	Public Comment	
5.	Reports	
	A. Trustees	
	B. Presidents	
	C. Cabinet	
6.	Policy First Reading (and Possible Approval) A. None	Bruce
7.	Policy Second Reading A. None	Bruce
8.	Staff Recommendations for Approval	
	A. RAMP 2018	Browning
	B. Joint Agreement with John A. Logan College	
	C. Program Review 2016	
	D. CAREER Articulation Agreement	
	E. 2016 Violence Prevention Plan	Hartleroad
	F. Leases	Bruce
	G. Scholarship Endowment Agreement with Illinois Manufacturers' As	ssociation Bruce
	H. FY2017 Budget Resolution	Bruce
	I. Payment of Accrued Bills	Bruce
	J. Appointment of Board Audit Committee	Bruce
	K. Building and Maintenance Fund Resolution	
	L. Inter-Fund Loans Resolution	Bruce
	M. Working Cash Fund	
	N. Crawford Memorial Hospital Athletic Training Services Training Co	ontractBruce
	O. Affiliation Agreement with Crawford Memorial Hospital – Emergenc	y Response Bruce

9.	Bid Committee ReportBruce A. FCC Vans
10.	District Finance A. Financial ReportBrowning B. Approval of Financial ObligationsBrowning
11.	Chief Executive Officer's ReportBruce
12.	Executive SessionBruce
13.	Approval of Executive Session MinutesA. Written Executiffgve Session MinutesB. Audio Executive Session MinutesB. Semi-Annual Review of Executive Session MinutesBruce
14.	Approval of Personnel ReportBruce
15.	Collective BargainingBruce
16.	LitigationBruce
17	Other Items
18.	Adjournment

Minutes of a <u>regular meeting</u> 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 Science Room 61, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, <u>Tuesday, May 17, 2016</u>.

<u>AGENDA #1 – "Call to Order & Roll Call"</u> – 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.

**<u>Roll Call:</u>** 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, Michael K. Correll, G. Andrew Fischer, Alan Henager, Jan Ridgely. Also present was Gideon Raley, student trustee elect. Trustees absent: Brenda K. Culver. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees: Terry L. Bruce, Chief Executive Officer/Chief Operating Officer. Jay Edgren, President of Frontier Community College. Matt Fowler, President of Wabash Valley College. Rodney Ranes, President of Olney Central College. David Carpenter, Dean of Instruction of Lincoln Trail College. Roger Browning, Chief Finance Officer/Treasurer. Tara Buerster, Director of Human Resources. Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer. Alex Cline, Director of Information & Communications Technology. LeAnn Hartleroad, Associate Dean, Institutional Development. Renee Smith, Executive Assistant to CEO/Board Secretary. Michael Thomas, Dean of Workforce Education.

<u>AGENDA #2 – "Disposition of Minutes"</u> – Open meeting minutes as prepared for the regular meeting held Monday, April 19, 2016, open meeting minutes as prepared for a special meeting held Monday, April 25, 2016, open meeting minutes as prepared for a special meeting held Tuesday, April 26, 2016, and open meeting minutes as prepared for a special meeting held Thursday, April 28, 2016 were presented for disposition.

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

## AGENDA #3 - "Recognition of Visitors & Guests" -

<u>#3-A. Visitors & Guests:</u> Visitors and guests present were recognized, including several college staff members. WVC students Lindsey McKinzie and Brianna Ritzert presented information on testing they will conduct as summer student interns. These tests will be used to analyze water samples they collect from field tile outlets in nine southeastern counties as part of a file drain monitoring project in the Wabash River Valley. Students were accompanied by WVC Agriculture instructors Steve Hnetkovsky and Doug Robb. This is one of several internships WVC agricultural students will participate in this summer.

#3-B. IECEA Representative: None.

AGENDA #4 – "Public Comment" – None.

AGENDA #5 - "Reports" -

**<u>#5-A. Report from Trustees:</u>** Trustees reported on participation in Graduation Ceremonies at the four colleges.

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

**<u>#5-C. Report from Cabinet:</u>** None.

AGENDA #6 - "Policy First Readings (and Possible Approval)" - None.

AGENDA #7– "Policy Second Readings" – None.

<u>AGENDA #8 – "Staff Recommendations for Approval"</u> – The following staff recommendations were presented for approval.

**#8-A.** Articulation Agreement Between IECC and USI: Chris Cantwell reviewed the Articulation Agreement with University of Southern Indiana, located in Evansville, Indiana. The agreement formalizes the articulation that currently exists between the Radio/TV program offered by Wabash Valley College and the Communications with Radio and TV emphasis program offered by USI. The agreement will allow IECC and USI to better serve students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences. The CEO recommended approval of the Articulation Agreement between IECC and USI.

**Board Action:** Student Trustee Gideon Raley made a motion to approve the Articulation Agreement between IECC and USI. 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, Michael Correll, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Brenda Culver. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B.** Distance Delivery Education Plan 2016: Chris Cantwell reviewed the Distance Delivery Education Plan for 2016. The purpose of the Distance Delivery Education Plan is to provide an institutional strategy and structure to support and promote district-wide distance delivery opportunities. The plan outlines the required procedures, training, and

support to assist faculty with distance delivery courses and program development as well as employing technology to successfully facilitate the educational experience. The CEO recommended approval of the Distance Delivery Education Plan for 2016.

**Board Action:** Student Trustee Gideon Raley made a motion to approve the Distance Delivery Education Plan for 2016. 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, Michael Correll, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Brenda Culver. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**<u>#8-C. FY16 Student Satisfaction Survey Results:</u>** LeAnn Hartleroad reviewed the FY2016 Student Satisfaction Survey results. IECC students continue to be satisfied with services provided by the colleges, according to the latest survey, with survey questions included in the areas of Communication, Student Services, Instruction, Technology and recommending the college to others. Results included:

Services

93% were satisfied with Advisement services.

88% were satisfied with Financial Aid services.

95% were satisfied with Entrata.

81% were satisfied with Help Desk services.

Other

82% were satisfied with the communication between the four colleges.

96% were satisfied with the quality of instruction.

97% felt the instruction was academically challenging.

98% were satisfied with classroom size.

96% were satisfied with courses available at the times they want or needed them.

97% believe they are treated with respect as an individual.

96% would recommend the college to others.

The results of the survey are shared with various district wide committees as well as college committees to work on improving any area that needs attention.

The CEO recommended acceptance of the Student Satisfaction Survey results.

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

**<u>#8-D.</u>** 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. The following affiliation agreements as listed in full in the agenda were presented for approval:

United Life Care – Emergency Response Training – FCC Crawford Memorial Hospital – Emergency Response Training – FCC Bertram Pharmacy – Pharmacy Technician – LTC Clay County Hospital – Health Informatics Program - FCC Assoc. Physicians & Surgeons Clinic, LLC. – Certified Medical Assistant – LTC Wabash General Hospital – Certified Medical Assistant – LTC Good Samaritan Hospital – Electronic Medical Records & Certified Medical Asst. - LTC

The CEO recommended approval of the affiliation agreements as presented.

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

<u>AGENDA #9 – "Bid Committee Report"</u> – A bid committee report for FCC Baseball Field Construction – Phase One – Excavation was given. The bid opening was held Thursday, May 12, 2016 at 10:00 p.m. and the following bids were received.

The Bid Committee recommends acceptance of the low base bid received that meets all specifications from Gill Excavating LLC for a total of \$36,750.

FCC Baseball Field Construction – Phase One						
Company	Total Bid					
Gill Excavating LLC						
2639 Co Rd 1580N	\$36,750					
Mt. Erie, IL 62446						
Matthews & Sons Contractors						
1088 US Hwy 45	\$74,698					
Fairfield, IL 62837						

**Board Action:** Trustee Gary Carter made a motion to approve the recommendation of the bid committee to accept the low base bid received that meets all specifications from Gill Excavating LLC for a total of \$36,750. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Brenda Culver. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #10 – "District Finance"</u> – The following District financial matters were presented.

**<u>#10-A. Financial Reports:</u>** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of April 30, 2016.

**<u>#10-B. Approval of Financial Obligations:</u>** District financial obligations (Listing of Board Bills) for May 2016, totaling \$493,504.49, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Gary Carter made a motion to approve payment of district financial obligations for May 2016, in the amounts

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

## AGENDA #11 – "Chief Executive Officer's Report" – None.

<u>AGENDA #12 – "Executive Session"</u> – The CEO stated that an executive session to discuss a specific personnel matter would be under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, [including hearing testimony on a complaint lodged against an employee to determine its validity].

<u>**#12-A. Executive Session:**</u> Trustee Al Henager made a motion to hold an executive session under Section 2(c)(1) of the Open Meetings Act. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Brenda Culver. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried and an executive session was held beginning at 7:58 p.m.

**#12-B. Executive Session Ended:** Trustee Gary Carter made a motion to adjourn the executive session and reconvene in open session. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Brenda Culver. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried and the executive session was adjourned and the open session reconvened. A quorum being present, the Board of Trustees reconvened in open, public session for the transaction of business at 8:41 p.m.

(Note: Separate minutes have been prepared for the foregoing executive session.)

<u>AGENDA #13 – "Approval of Executive Session Minutes"</u> – The Board of Trustees did <u>not</u> hold an executive session at the regular meeting, Monday, April 19, 2016.

<u>AGENDA #14 – "Approval of Personnel Report"</u> – Tara Buerster presented the following amended Personnel Report and the CEO recommended approval.

## 400.1. Employment of Personnel

## A. Professional Non-Faculty

- 1. Luke Stuckey, Head Men's Basketball Coach, LTC, effective May 5, 2016
- 2. Luke Scheidecker, Head Women's Basketball Coach, WVC, effective May 23, 2016, pending successful completion of background check

## 400.2. Resignation Ratification

## A. Administrative

1. Adam Greathouse, Assistant Dean of Student Services, OCC, effective May 20, 2016

## **B.** Classified

1. Chad Schuetz, Information Systems Technician, OCC, effective May 14, 2016

## 400.3. Retirement Ratification

## A. Classified

- 1. Juanita Medler, Clerk/Receptionist, FCC, effective July 1, 2016
- 2. Lucinda Wingert, Database Specialist, DO, effective June 1, 2016

## **Personnel Report Addendum**

#### 400.4. Selection of Lincoln Trail College President A. Administrative

1. Dr. Ryan Gower, President, LTC, effective July 1, 2016 or as soon as he is able to begin his duties in July.

## 400.5. Retirement Ratification

## A. Professional Non-Faculty

1. Diana Emmons, Assistant Program Director of Cosmetology, OCC, effective June 1, 2016

**<u>#14-A. Board Action to Amend Personnel Report:</u>** Trustee Michael Correll made a motion to amend the Personnel Report, to add an addendum as presented. Student Trustee Gideon Raley seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

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

## AGENDA #15 – "Collective Bargaining" – None.

## AGENDA #16 – "Litigation" – None.

## AGENDA #17 – "Other Items" – None.

<u>AGENDA #18 – "Adjournment"</u> – Trustee Jan Ridgely made a motion to adjourn. Student Trustee Gideon Raley seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken. The Chair declared the "Ayes" have it, the motion is adopted, and the meeting was adjourned at 8:46 p.m.

Call to Order and Roll Call

**Disposition of Minutes** 

Recognition of Visitors and Guests A. Visitors and Guests B. IECEA Representatives

**Public Comment** 

Reports A. Trustees B. Presidents C. Cabinet

Policy First Reading (and Possible Approval)

None

# **Policy Second Reading**

None

Staff Recommendations for Approval

**RAMP 2018** 

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2016

RE: RAMP FY2018

IECC's Resource Allocation and Management Plan (RAMP) for FY2018 is due to the Illinois Community College Board by July 1, 2016. The RAMP document includes two capital project requests which were approved by Cabinet on June 8th.

The two capital project requests for FY2018 are:

Olney Central College Project Name: Applied Technology Center District Priority No.: 1 of 2 Total Building Budget: \$2,279,000

Frontier Community College Project Name: Student Education and Support Center District Priority No.: 2 of 2 Total Building Budget: \$3,324,400

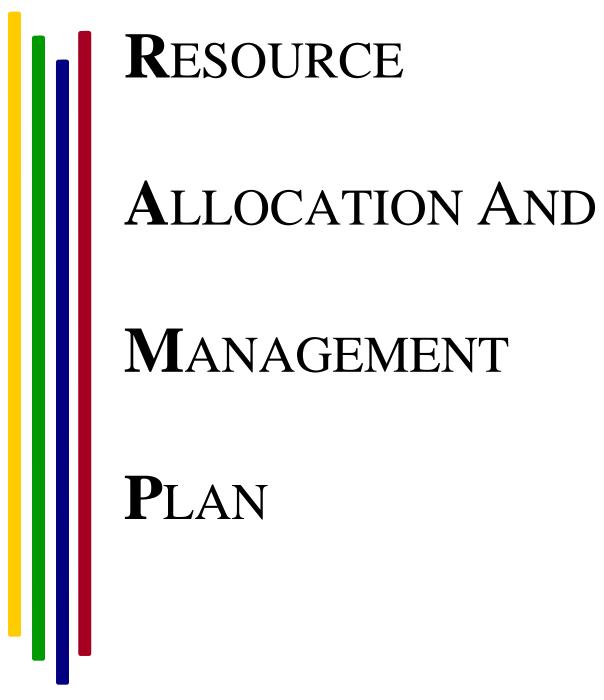
LTC's and WVC's RAMP projects will not be submitted because they were previously approved and these two projects are listed on Table I of the Fiscal 2017 Capital Budget Recommendation. The funding levels are set at the amounts appropriated in FY2010. The ICCB will continue to list those projects in FY2018 and adjust for inflation for informational purposes. These two projects are:

2010-15	Lincoln Trail – Center for Technology
2010-30	Wabash Valley – Technology/Student Support Expansion to Main
	Hall and Renovation

I recommend approval of the RAMP FY2018 document so that it may be timely submitted to the Illinois Community College Board.

TLB/akb

Attachment



Illinois Eastern Community Colleges FY2018

Frontier & Lincoln Trail & Olney Central & Wabash Valley

## **COMMUNITY COLLEGE CONTACT FOR FURTHER INFORMATION**

Occasionally it is necessary to contact the individual(s) responsible for completing the Capital RAMP tables in order to reconcile discrepancies or to obtain further information to clarify requested project(s). Please list the person responsible for the Capital RAMP submission in the space provided below who should be contacted for follow up inquiries. The individual below will be the person ICCB contacts to answer questions concerning the Capital RAMP requests.

Community College District: <u>Illinois Eastern Community Colleges</u>

Budget Year Request: FY2018

Capital RAMP Contact Person: Roger Browning

Telephone Number: <u>618-393-2982, Ext. 5545</u>

# **ONE FORM ONLY**

Fiscal Year 2018 Ramp Community College Capital Requests Illinois Eastern/Olney Central College

## PROGRAMMATIC JUSTIFICATION NARRATIVE

#### DISTRICT/COLLEGE: Illinois Eastern/Olney Central College

PROJECT NAME: Applied Technology Center

# The programmatic justification should clearly describe the project explaining the rationale, the instructional areas affected, and functional relationships between instruction and the project.

The Applied Technology Center facility would provide much needed instructional and laboratory space for several programs: Associate Degree Nursing (NUR), Licensed Practical Nursing (LPN), Radiography (XRAY), Massage Therapy (THM), Phlebotomy (PHB), and the Basic Nurse Assistant Training Certificate (BAID). Faculty office space is also at a premium. The new building would provide additional office space. Currently, a 20' x 20' classroom serves as the nursing program's one and only laboratory. This creates havoc with course scheduling because the NUR, LPN, and BAID lab courses cannot all be taught during the same time periods. This necessitates one or more of the NUR, LPN, or BAID classes to conduct their lab assignments in classrooms that don't have the proper laboratory materials available. Because the BAID is now required before students can enter the NUR program, this means even more nursing classes are being scheduled in the lab classroom. Further, IL statutes for BAID instruction mandate that there must be a designated location for laboratory instruction that includes a minimum of one bed per five students, access to hand-washing facilities, and clinical instruction equipment and supplies. An energized radiography laboratory would be invaluable in teaching patient positioning to radiography students. Patient positioning is one of the critical skills that x-ray technicians must possess if they reasonably expect to be employable upon graduation. The Massage Therapy program is currently being offered at a rented facility at an off-campus location as there is not room for these additional programs in Wattleworth Hall. These students don't have the benefit of easy access to computer labs, library facilities, and the bookstore. Jobs in the Allied Health field are among the fastest growing and highest paying. OCC needs to be able to provide instructional space for these programs to keep pace with the needs of the community and the state.

In addition, the space being vacated by Nursing and Radiography programs in Wattleworth Hall will provide the college with enough room to install two more much needed computer laboratories or classrooms. Without moving the Nursing and Radiography programs out of Wattleworth Hall, Olney Central College does not have the classroom space to expand its daytime or nighttime offering of courses. The proposed facility will allow the college to improve instruction in allied health fields and also make the necessary space available to increase computer skills instruction in all disciplines.

Fiscal Year 2018 Ramp Community College Capital Requests Illinois Eastern/Olney Central College

## **SCOPE OF WORK NARRATIVE**

### DISTRICT/COLLEGE: Illinois Eastern/Olney Central College

PROJECT NAME: Applied Technology Center

FULL NAME OF BUILDING (IF REMODELING): <u>Applied Technology Center</u>

**EXACT LOCATION (INCLUDING ADDRESS AND CITY):** 

Olney Central College 305 North West Street Olney, IL 62450

The scope of work narrative should explain the nature of the work to be performed, general building conditions, and a site analysis.

**Nature of Work to be Performed:** The Applied Technology Center will be located directly adjacent to (within 20 feet) the southwestern side of Wattleworth Hall on the Olney Central College campus. The new construction would add 5,916 gross square feet of new space. The new space would allow the college to provide appropriate lecture, laboratory, and faculty office space for all Allied Health Programs—especially Nursing and Radiography.

**General Building Conditions:** The proposed building site is on existing college property located at 305 North West Street, Olney, Illinois, 62450; therefore, no new land is required. The proposed building is new construction consisting of: (a) 2,700 GSF of classroom space; (b) 1,476 GSF of instructional laboratory (dry) space; (c) 1,020 GSF of office space; and (d) 720 GSF of supporting facilities space. It is estimated that the proposed construction would be completed within 13 months. The proposed construction project is not related to any ongoing or proposed projects. It is not a phased project nor are there any known state or federal rules or regulations that may impact the project budget.

**Site Analysis:** The proposed project consists of a single story building that will be connected to the existing water, sewer, and electricity servicing the adjacent Wattleworth Hall. In addition, the college will use existing personnel resources to install the necessary telephone lines to the proposed building to provide voice, computer network, and Internet service. Existing student and staff parking adjacent to Wattleworth Hall is sufficient to meet the needs of students attending classes in the proposed building. In addition, little if any new sidewalks or other landscaping will be required for this construction project.

### TABLE 1 FISCAL YEAR 2018 CAPITAL PROJECT REQUEST

DISTRICT/COLLEGE:	linois Eastern/	Olney Central Co	ollege									
PROJECT NAME AND/OR DESCRIPTION Check one: NEW FACILITIES CONSTRUCTION/ACQUISITIU REMODELING/REHABILITATION PROJECT OTHER	ON	X	(Complete Table (Complete Table (Complete Table	2)	ional informatior	n per instructions)	I	DISTRICT PRIC Check one: NEW REQUES REQUESTED F		1 X	OUT OF	2
Dollars rounded to the nearest hundred (for		per instructions OR YEARS FUN		., ,	NT REQUEST	EV	DEV	OND CURRENT		TOTA	L PROJECT CO	e7
PROJECT CATEGORIES* BLDGS, ADDITIONS, AND/OR STRUCTURES LAND EQUIPMENT UTILITIES REMODELING & REHABILITATION SITE IMPROVEMENTS PLANNING	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS 1,709.2	LOCAL FUNDS 569.8	<b>TOTAL</b> <b>COST</b> 2,279.0	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS 1,709.2	LOCAL FUNDS 569.8	TOTAL COST 2,279.0
TOTAL				1,709.2	569.8	2,279.0				1,709.2	569.8	2,279.0
* Describe prior year funding and/or future y State funds should equal 75% of total and lo TOTAL PROJECT REQUEST (CURRENT YEAF TOTAL COMPLETED PROJECT COST DESIRED PROJECT START DATE ESTIMATED COMPLETION DATE ESTIMATED OCCUPANCY DATE ESTIMATED ANNUAL OPERATING COST	cal funds sho							(See item 10 in LOCAL FINAN AVAILABLE FL	IND BALANCE JCTION CREDIT (if any) PPROVAL:	Manual) \$	563	
								ŭ	opoony			
								TOTAL		\$	563	

#### COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

#### TABLE 2 FY 2018 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE

			PART A		PART B ACREAGE SUMMARY	Number of Acres
		NET ASSIGNABL	E SQUARE FOOTAGE	SUMMARY	(Land Acquisition)	Requested in Budget Year
		REQUEST FOR NEW FACILITIES	REDISTRIBUTION	OF NASF SPACE		
		Net Assignable	Space Prior	Space After	1 Landscaped Ground	
Space Type	FICM Codes	Square Feet (NASF)	to Remodeling	Remodeling	2 Physical Education and Athletic Fields	
Classrooms	110 thru 115	1,800			3 Buildings and Attached Structures	
Laboratory	210 thru 255	900			4 Experimental Plots	
Office	310 thru 355	600			5 Other Instructional Areas	
Study	410 thru 455				6 Parking Lots	
Special Use	510 thru 590				7 Roadways	
General Use: Assembly and Exhibition	610 thru 625				8 Pond Retention and Drainage	
Other General Use	630 thru 685				9 Other (specify)	
Support Facilities	710 thru 765	600			Total Assigned Area	
Health Care	810 thru 895				Currently Unassigned	
Unclassified					Total Acres	
TOTAL NASF #		3.900				
TOTAL GSF* #		5,916				

\*Gross Square Feet

#### COMPLETE THE APPLICABLE SECTION--ONE SHEET FOR EACH PROJECT REQUESTED

# TABLE 3FY 2018 BUILDING BUDGET ESTIMATION FORM

District/College	ILLINOIS EASTERN COMMUNITY COLLEGES
Location	OLNEY CENTRAL COLLEGE
Project Name	APPLIED TECHNOLOGY CENTER

(cost column rounded to the nearest hundred)

		Multiplier			
Space Type	NASF	Factor	GSF	\$/GSF	Cost
input field	input field	input field	formula field	input field	
Classroom	1800		2700	276.28	\$746.0
Instructional (Dry Lab)	900			309.5	\$456.8
Office	600		1020	286.01	\$291.7
Supporting Facilities	600	1.2	720	258.03	\$185.8
1. Base Total	3900		5916		\$1,680.3
2. Added Costs (sum of added cost componen					\$100.8
LEED design cost up to 6% of line 1			,		\$100.8
Green Building Design/LEED Certifica	tion Level		(Silver, Gold,	Platinum)	
Other added costs:				,	
3. Base Cost	3900		5916		\$1,781.1
4. Escalation (estimate of cost increase from			the bid date		39.2
assumes appropriation is rece	•	•			
	Number of Mor			12	
Annual Percentage (Allowable per ani	,	0		0.022	
(Enter annual rate as a decin				loulating	
(inflation rate and number of months t estimated costs will be standardized		•	Surposes of ca	iculating	
5. Escalated Building Budget (Line 3 plus Lin		5 510)			\$1,820.3
o. Estudiated Building Budget (Ene o pids En				—	ψ1,020.0
6. Escalated Building Budget					
Plus 10% Contingency (Line 5 multipli	ed by 1.10)				\$2,002.3
				_	
7. Adds:					
a. A/E Fees 0.08 %	(use rate in E4	5 unless just	ification for an	other rate)	\$160.2
b. On-Site Observation					•
Number of Months12	Days per Wee	ek4_		_	\$100.0
- Deizeburgeble Evrensee					¢o c
c. Reimbursable Expenses				_	\$6.5
d. Art in Architecture					
one-half of one percent	(Multiply Line 6	3 by 005)			\$10.0
				-	<b>\$10.0</b>
e. Other Adds (ADA,	Asbestos, CDB	3% Admin I	-ee. etc. spec	ifv)	
	,		· •		
f. Sub-total Adds (Lines	7a through 7e)				\$276.7
				-	
8. Total Building Budget (Line 6 plus Line	ne 7f)			_	\$2,279.0
				-	
OTHER:					
Estimate of Annual State Supporte	ed Operations a	nd Maintenar	nce Expense	_	
				_	

Source of Cost Estimate: Date of Cost Estimate: ICCB Cost Guidelines 5/20/2016

# TABLE 4FY 2018 MOVEABLE EQUIPMENT LIST

District/College:	Illinois Eastern/Olney Central								
Project Name:	Applied Technology Center								
(cost column rounded to the	e nearest dollarplease	e round the grand total equipme	ent cost to the nea	rest hundred wh	en you transfer to table 1)				
Programmatic	Room Use	Name of Equipment	Number of	Cost per	Estimated				
Unit	Classification		Units	Unit	Total Cost				

NONE

Grand Total Equipment Costs (this number should be included on the equipment line of table 1)

## COMPLETE ONE SHEET FOR EACH PROJECT REQUESTING MOVEABLE EQUIPMENT

## **BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT**

I hereby certify that the Board of Trustees of <u>Illinois Eastern Community College, District</u> <u>#529</u>, meeting in their regular session on <u>June 21, 2016</u>, with a quorum present, officially authorized the submission of the attached Fiscal Year 2018 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

## PROJECT NAME: Applied Technology Center

Proposed Source(s) of Local Funding

		(List the Dollar Amount)
1.	Available Local Fund Balances	\$
2.	Protection, Health, and Safety Tax Levy	<u>\$</u>
3.	Protection, Health, and Safety Bond Proceeds	\$
4.	Other Debt Issue	\$
5.	State Certified Construction Credits	
	(remaining from 1987)	\$
6.	Other (Please specify) Local Resources	\$ 563,000
	TOTAL LOCAL MATCH	\$ 563,000

Signed \_

Chairperson of the Board of Trustees

Signed \_\_\_\_\_

Chief Executive Officer of the College District

## PROGRAMMATIC JUSTIFICATION NARRATIVE

## DISTRICT/COLLEGE: Illinois Eastern/Frontier Community College

## PROJECT NAME: Student Education and Support Center

The programmatic justification should clearly describe the project explaining the rationale, the instructional areas affected, and functional relationships between instruction and the project.

Frontier Community College continues to enhance the student's college experience by proposing a Student Education and Support Center. Currently, space is not available for students and student groups to meet, socialize, or study between classes. Advisors and student leaders of campus organizations indicate that, according to students, the greatest need on campus is for this proposed facility. As the campus population increases due to new programs being offered, this need is amplified. In addition, this facility would also make possible a snack bar for students and staff, as well as provide for large classes/seminars/production.

In recent years, the on-campus enrollment of Frontier Community College has increased, while the commitment to off-campus offerings has continued. On-campus growth can partially be contributed to the increase of traditional age (18-19 year olds) college students, due in part to the addition of athletics. The following factors are also influential to the on-campus enrollment:

- 1. The existing significant adult enrollment
- 2. A new vocational program on campus with other vocational programs under development
- 3. An increase in nursing enrollment
- 4. A strong non-credit continuing education program

The climate and culture of Frontier Community College is changing, and the facilities must grow to accommodate the change. As a result, the college is proposing the "Center" to provide space for the following which includes several organizations and clubs:

- 1. Space for students to gather/socialize
- 2. Space for students to study/relax between classes
- 3. Space for faculty and staff to dine, take breaks, and interact with students
- 4. Adequate space for credit and non-credit seminars, classes, and/or productions
- 5. Phi Theta Kappa
- 6. Student Nurse Association
- 7. Student Advantage Network
- 8. Student Senate
- 9. Science Club
- 10. Computer Club

Christian Student Club
 Automotive Tech Club
 Electrical Distribution Club
 Alpha Delta Nu
 Health Informatics Club

Student space is currently restricted to two small vending areas located within the two main classroom buildings. The socialization process is important to the development of all students and cannot occur if an area is not provided. The new construction will allow for a stand-alone facility with available parking. In addition, this new building will serve as an outreach center to the community to host special events.

Fiscal Year 2018 Ramp Community College Capital Requests Illinois Eastern/Frontier Community College

## SCOPE OF WORK NARRATIVE

## DISTRICT/COLLEGE: Illinois Eastern/Frontier Community College

PROJECT NAME: Student Education and Support Center

FULL NAME OF BUILDING (IF REMODELING):

## **EXACT LOCATION (INCLUDING ADDRESS AND CITY):**

Frontier Community College 2 Frontier Drive Fairfield, IL 62837

The Student Education and Support Center will be located directly south of the Richard L. Mason Building parking lot on the campus of Frontier Community College. No land acquisition is required. The Student Education and Support Center would be new construction and consist of 9076 GSF and parking spaces for 120 vehicles. The exterior of the building would be of brick construction on a single level. Interior space would include classrooms and a multi-use area for classes/seminars/productions for both credit and non-credit classes or a banquet/dining area. The following spaces are also included: student organizations; a kitchen with catering; restrooms; office; storage; and mechanical areas.

The Student Center would be connected to existing utilities and college district personnel would complete wiring for voice and data. College maintenance staff would be responsible for landscaping the building.

#### TABLE 1 FISCAL YEAR 2018 CAPITAL PROJECT REQUEST

DISTRICT/COLLEGE:	Illinois Eastern/Fr	ontier Commu	inity College									
PROJECT NAME AND/OR DESCRIPTION Check one: NEW FACILITIES CONSTRUCTION/ACQUISI REMODELING/REHABILITATION PROJECT		х	(Complete Table (Complete Table					DISTRICT PRIC Check one: NEW REQUES REQUESTED F		2 X	OUT OF	2
OTHER	-				ional informatior	per instructions)		1120201201				
Dollars rounded to the nearest hundred (fo		r instructions			NT REQUEST	FY	BEY	OND CURRENT	YEAR*	ΤΟΤΑ	L PROJECT COS	ST
PROJECT CATEGORIES* BLDGS, ADDITIONS, AND/OR STRUCTURES LAND EQUIPMENT UTILITIES REMODELING & REHABILITATION SITE IMPROVEMENTS PLANNING	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS 2,493.3	LOCAL FUNDS 831.1	TOTAL COST 3,324.4	STATE FUNDS	LOCAL FUNDS	TOTAL COST	STATE FUNDS 2,493.3	LOCAL FUNDS 831.1	TOTAL COST 3,324.4
TOTAL				2,493.3	831.1	3,324.4				2,493.3	831.1	3,324.4
* Describe prior year funding and/or future State funds should equal 75% of total and												
TOTAL PROJECT REQUEST (CURRENT YE)	AR) \$	i	3,324						NTRIBUTION Section I of this			
TOTAL COMPLETED PROJECT COST	\$	i	3,324					LOCAL FINAN				
DESIRED PROJECT START DATE			9/1/2017					AVAILABLE FU	IND BALANCE	\$		
ESTIMATED COMPLETION DATE			8/1/2018					ICCB CONSTRU	UCTION CREDIT	\$		
ESTIMATED OCCUPANCY DATE			8/15/2018					DEBT ISSUE DATE OF AF		\$		
ESTIMATED ANNUAL OPERATING COST	\$	i										
								OTHER (please	specify)	\$	831	
								TOTAL		\$	831	

#### COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

#### TABLE 2 FY 2018 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE

			PART A			Number of Acres
		NET ASSIGNABL REQUEST FOR NEW FACILITIES	E SQUARE FOOTAGE		(Land Acquisition)	Requested in Budget Year
Space Type	FICM Codes	Net Assignable Square Feet (NASF)	Space Prior to Remodeling	Space After Remodeling	1 Landscaped Ground 2 Physical Education and Athletic Fields	
Classrooms	110 thru 115	4,200			3 Buildings and Attached Structures	
Laboratory	210 thru 255				4 Experimental Plots	
Office	310 thru 355	80			5 Other Instructional Areas	
Study	410 thru 455				6 Parking Lots	2/3 acre 160 spaces
Special Use	510 thru 590	600			7 Roadways	
General Use: Assembly and Exhibition	610 thru 625				8 Pond Retention and Drainage	
Other General Use	630 thru 685				9 Other (specify)	
Support Facilities	710 thru 765	1,300			Total Assigned Area	
Health Care	810 thru 895				Currently Unassigned	
Unclassified					Total Acres	
TOTAL NASF #		6,180				
TOTAL GSF* #		9,076				

\*Gross Square Feet

#### COMPLETE THE APPLICABLE SECTION--ONE SHEET FOR EACH PROJECT REQUESTED

# TABLE 3FY 2018 BUILDING BUDGET ESTIMATION FORM

District/College	ILLINOIS EASTERN COMMUNITY COLLEGES	
Location	FRONTIER COMMUNITY COLLEGE	
Project Name	STUDENT EDUCATION & SUPPORT CENTER	

(cost column rounded to the nearest hundred)

		Multiplier			
Space Type	NASF	Factor	GSF	\$/GSF	Cost
input field	input field	input field	formula field	input field	
Office	80	1.7	136	286.01	\$38.9
Special Use	600	1.8	1080	276.42	\$298.5
Classroom	4200	1.5	6300	276.28	\$1,740.6
Supporting Facilities	1300	1.2	1560	258.03	\$402.5
1. Base Total	6180		9076		\$2,480.5
2. Added Costs (sum of added cost componen					\$148.8
LEED design cost up to 6% of line 1		balately below	•)		\$148.8
Green Building Design/LEED Certifica	tion I aval		(Silver Cold	Plotinum)	\$140.0
• •		•	(Silver, Gold ,	Fialinum)	
Other added costs:					
3. Base Cost	6180		9076		\$2,629.4
S. Base Cost	0100		9070		\$2,029.4
4. Escalation (estimate of cost increase from	the time of ann	ropriation to t	he hid date		57.8
assumes appropriation is rece		•	ine blu date		57.0
		,	ato:	10	
Annual Percentage (Allowable per an	Number of Mor			<u>12</u> 0.022	
<b>.</b> .	,	Ũ		0.022	
(Enter annual rate as a decin			,	le vletie e	
(inflation rate and number of months t			ourposes or ca	iculating	
estimated costs will be standardized		) DIQ)			<b>Aa aa= a</b>
5. Escalated Building Budget (Line 3 plus Line	ne 4)				\$2,687.2
6. Escalated Building Budget					
Plus 10% Contingency (Line 5 multiplied by 1.10) \$2,955.9					
7. Adds:					
a. A/E Fees 0.08 %	(use rate in E4	5 unless just	ification for an	other rate)	\$236.5
b. On-Site Observation					
Number of Months12	Days per Wee	ek4			\$25.0
c. Reimbursable Expenses \$5.0					
d. Art in Architecture					
one-half of one percent	(Multiply Line 6	6 by .005)			\$14.8
		· · <b>,</b> · · · · /			¥ -
e. Other Adds (ADA,	Asbestos, CDB	3% Admin F	ee etc spec	ifv)	\$87.2
		0,0,10,10	00, 0101 0p00		<b>\$0112</b>
f. Sub-total Adds (Lines 7a through 7e)					\$368.5
	· - · · · · · · · · · · · · · · · · · ·				
8. Total Building Budget (Line 6 plus Li	ne 7f)				\$3,324.4
					ψ0,024.4
OTHER:					
Estimate of Annual State Supported Operations and Maintenance Expense					
	o operations a	nu maintenar	ice Expense		

Source of Cost Estimate: Date of Cost Estimate: ICCB Cost Guidelines 23-May

# TABLE 4FY 2018 MOVEABLE EQUIPMENT LIST

District/College: Project Name:

(cost column rounded to the nearest dollarplease round the grand total equipment cost to the nearest hundred when you transfer to table 1)					
Programmatic	Room Use		Number of	Cost per	Estimated
Unit	Classification	Name of Equipment	Units	Unit	Total Cost

NONE

Grand Total Equipment Costs (this number should be included on the equipment line of table 1)

## COMPLETE ONE SHEET FOR EACH PROJECT REQUESTING MOVEABLE EQUIPMENT

## **BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT**

I hereby certify that the Board of Trustees of <u>Illinois Eastern Community College, District</u> <u>#529</u>, meeting in their regular session on <u>June 21, 2016</u>, with a quorum present, officially authorized the submission of the attached Fiscal Year 2018 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

## PROJECT NAME: <u>Student Education and Support Center</u>

## Proposed Source(s) of Local Funding

		(List the Dollar Amount)
1.	Available Local Fund Balances	\$
2.	Protection, Health, and Safety Tax Levy	\$
3.	Protection, Health, and Safety Bond Proceeds	\$
4.	Other Debt Issue	\$
5.	State Certified Construction Credits	
	(remaining from 1987)	\$
6.	Other (Please specify) Local Resources	\$ 831,000
	TOTAL LOCAL MATCH	<u>\$ 831,000</u>

### Signed \_

Chairperson of the Board of Trustees

## Signed \_\_\_\_\_

Chief Executive Officer of the College District

\_\_\_\_\_

# Agenda Item #8B

Joint Agreement with John A. Logan College

### MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	June 21, 2016
RE:	Joint Agreement between Illinois Eastern and John A. Logan College

Attached is the Joint Agreement between Illinois Eastern and John A. Logan College. Changes to this agreement from last year are:

<u>IECC</u>			
Removed:	Industrial Quality Management	AAS/Certificate	
Title Changes:	Telecommunications Technology to Broadband Telecom Entrepreneur to Entrepreneurship		
John A. Logan College			
Removed:	Dental Hygiene	Certificate	
Title Change:HVAC Sustainable Energy to Sustainable Energy			
I request Deard any reveal of this is integration of with John A. Legan College			

I request Board approval of this joint agreement with John A. Logan College.

TLB/rs

Attachment

# A Joint Agreement for Educational Cooperation Between John A. Logan College, District #530 and Illinois Eastern Community Colleges, District #529

This agreement effective Fall semester, 2016 entered into between the Board of Trustees of the above listed community colleges, for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

# Purpose

It is the desire of the districts entering into this agreement to expand educational services to the greatest number of students. The parties believe this agreement should be one of the means of implementing the Board of Higher Education's State of Illinois Master Plan - Phase IV in accomplishing a viable method of cooperation between the parties involved in the agreement.

# I. Instructional Identification

For the purpose of this agreement, the college district sending the students to another college will be referred to as the "sending district" and the college receiving students from another district will be referred to as the "receiving district."

# II. Educational Programs

Any educational program offered by and between the parties to this agreement shall be approved by the Illinois Community College Board and the Board of Higher Education.

John A. Logan College, District #530, agrees to accept students from Illinois Eastern Community Colleges, District #529, in the following programs:

Name of Program	Degree
ASL/Deaf Studies	AAS Degree/Certificate
ASL/Deaf Studies, Interpreter Preparation	AAS Degree
Diagnostic Cardiac Sonography	Advanced Certificate
Dental Assisting	Certificate
Electronics Technology	AAS Degree
Electrical Engineering Technology	AAS Degree
Sustainable Energy	AAS Degree

All mutually approved interactive courses in the distance learning program. All Department of Corrections training courses.

The sending college may assist the receiving college in locating suitable training stations and clinical facilities within the confines of the sending college's district for the purpose of providing laboratory and clinical instruction

by the receiving college for the convenience of the sending college's students enrolled in any of the programs covered by this agreement.

Illinois Eastern Community Colleges, District #529, agrees to accept students from John A. Logan College, District #530, in the following programs:

Name of Program	Degree
Advanced Industrial Technician	Certificate
Advanced CNC Programming	Certificate
Advanced Manufacturing	Degree
Advanced Machining	Certificate
Agricultural Technology/Business	AAS Degree
Agricultural Technology/Production	AAS Degree
Agriculture, Professional Ag Applicator	Certificate
Alternative Fuels	Certificate
Basic Quality Manufacturing Skills	Certificate
Broadband Telecom	AAS Degree/Certificate
Computer Telephony	AAS Degree
Diesel Equipment Technology	AAS Degree
Electrical Distribution Systems	Certificate
Energy Technology	AAS Degree
Entrepreneurship	Certificate
Gunsmithing	AAS Degree/Certificate
Horticulture	AAS Degree/Certificate
Industrial Leadership and Organization (MANUF)	Certificate
Industrial Management (INDMG)	AAS Degree
Manufacturing Design	Certificate
Phlebotomy	Certificate
Process Technology	AAS Degree/Certificate
Radio-TV Broadcasting	AAS Degree
Real Estate	Certificate
Reliability Maintenance	Certificate
Turf and Landscape Design	Certificate

All mutually approved interactive courses in the distance learning program. All Department of Corrections training courses.

# *III. Student Enrollment and Responsibility*

The cooperating institutions allow enrollment in programs included in this agreement on the same basis as enrollment for in-district students. Students wishing to participate in these programs/courses should be encouraged to enroll as soon as they can to ensure their admission to the program of their choice.

Students wishing to pursue a program contained in this agreement may enroll in the college offering the program. The student will pay tuition, fees and any other charges applicable to the district=s students. The students from the sending district will assume the same responsibilities and comply with the same rules and regulations as in-district students of the receiving district.

Students shall be responsible and liable for their own transportation to and from the sending and receiving district.

## IV. Receiving District's Responsibility

The receiving district shall provide access to its Learning Resources Center and other instructional resources, and provide counseling-guidance, placement, follow-up, and other services that will facilitate the learning process for students from the sending district equal to those provided for any other student on its campus.

The receiving district will maintain the official records which include the student's transcript, grades and other related records. The receiving college will award any certificate or degree earned by the student.

## V. Finance

The receiving district shall claim credit hours or other state and federal reimbursement normally received for students of its district for any program contained in this agreement, but will receive no equalization for these students. The sending district will pay no chargeback to the receiving college for any program contained in this agreement, but will receive equalization for these students.

If a student from the sending district enrolls in a program listed in this agreement and subsequently changes his/her program to pursue a degree or certificate in a program not included, this agreement shall cease to be in effect concerning that student.

Procedurally, students who wish to enroll at the receiving district in one of the programs herein identified will secure from their sending district a letter designating them as eligible to participate in the specific program covered by this cooperative agreement. The letter will either be sent directly to the receiving district or given to the student.

# VI. Publicity and Catalog

The sending college will list the educational programs of the receiving college, which are included in this agreement, in its catalog and other informational brochures.

## VII. Amendments to Agreements

This agreement will be reviewed annually or at any time by mutual written consent of the participating colleges. Such amendments and/or revisions shall be prepared in the form of an addendum agreement.

# VIII. Termination

This agreement may be terminated at any time by the participating colleges. In the event of such termination, students who have entered the educational programs covered by this agreement shall be allowed to complete said programs.

*IX.* The following responsible college representatives commit the aforementioned agencies to this joint agreement.

# *John A. Logan College District #530*

President	Date
Chairman, Board of Trustees	Date
Secretary, Board of Trustees <i>Illinois Eastern Community Colleges</i> <i>District #529</i>	Date
Chief Executive Officer	Date
Chairman, Board of Trustees	Date

Secretary, Board of Trustees

Date

Agenda Item #8C

**Program Review 2016** 

Agenda Item #8C

#### MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce

DATE: June 21, 2016

RE: 2016 Program Review Report

The IECC Program Review Report contains a detailed review of specific career and technical education programs and an academic transfer discipline based on quality, cost, and need. This report also includes a review of cross-disciplinary instruction and student and academic support services.

During this year's review of programs and services, the District and the colleges reviewed 23 career and technical education degrees and certificates as well as social sciences, dual credit, transfer functions and programs, assessment of student learning, counseling and advising, libraries/learning resource centers, retention coordinators, students with disabilities, and the TRIO programs.

Program review provides an opportunity to up-date curricula to accommodate changes in the field and identify resource needs as well as assess support services that contribute to academic programs and the achievement of IECC's mission.

A copy of the 2016 Program Report was sent electronically to the Board. Printed copies of the 2016 Program Review will be available at the Board meeting.

I ask the Board's approval for submission of this report to the Illinois Community College Board by the August 1, 2016 deadline.

TLB/rs

# Agenda Item #8D

**CAREER** Articulation Agreement

Agenda Item #8D

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2016

RE: CTE CAREER Community College Agreement

Attached is a statewide Career and Technical Education (CTE) agreement known as the Comprehensive Agreement Regarding the Expansion of Educational Resources (CAREER).

This statewide agreement includes most Illinois community colleges. Individual joint agreements and chargebacks with member community colleges would no longer be necessary for students enrolled at the participating institutions.

Following IECC Board approval of IECC's participation in this agreement, ICCB will update and approve the agreement to include IECC.

I recommend the Board's approval of IECC's participation in this agreement and request ICCB to include IECC in the updates to the CTE CAREER Community College Educational Agreement.

TLB/rs

Attachment

# Community College Educational Agreement

Comprehensive Agreement Regarding the Expansion of Educational Resources

**THIS AGREEMENT** is entered into by and among the **BOARD OF TRUSTEES** from each participating community college for the expressed purpose of providing additional educational programs to the citizens of each district involved in this Agreement.

**Black Hawk College Carl Sandburg College Danville Community College Elgin Community College Heartland Community College Highland Community College Illinois Central College Illinois Valley Community College** John Wood Community College **Joliet Junior College** Kankakee Community College Kaskaskia College **Kishwaukee College** Lake Land College Lewis and Clark Community College Lincoln Land Community College **McHenry County College Moraine Valley Community College Morton College Prairie State College Rend Lake College Richland Community College Rock Valley College** Sauk Valley Community College South Suburban College **Southwestern Illinois College Spoon River College** Waubonsee Community College

#### WITNESSETH:

**WHEREAS**, it is the desire of the parties hereto to expand educational services to the greatest number of students in each district served by the parties; and

**WHEREAS**, the parties hereto believe this Agreement should be one of the means to establish a viable method of cooperation between the parties hereto; and

WHEREAS, by means of this agreement, the parties hereto desire to share programs of each institution and thereby maximize the utilization of the finances, facilities, equipment, and personnel of each institution, and by so doing, provide educational services which might otherwise be impracticable for any of the parties individually; and

**WHEREAS**, the parties hereto believe that the implementation of this Agreement holds great promise for further development of higher education in Illinois; and

**WHEREAS**, this Agreement supersedes and takes the place of any and all prior cooperative agreements, and that all said prior agreements are hereby terminated.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

#### 1. Institutional Identification

For the purpose of this Agreement, the college district sending the students to another college will be referred to as the "Sending College" and the college receiving students from another college district will be referred to as the "Receiving College".

#### 2. Terms of Agreement

The educational programs offered by the colleges as part of this Agreement shall be programs approved by the Illinois Community College Board and the Illinois Board of Higher Education. The Agreement is explicitly for programs of study leading to an Associate in Applied Science degree or certificate in Career and Technical Education.

#### 3. Duration of Agreement

This Agreement shall be in force upon adoption by the Board of Trustees of each of the participating colleges and will continue until terminated under the provision of item 6.

#### 4. <u>Amendments to Agreement</u>

Amendments and/or revisions to this Agreement may be made at a time by mutual consent of all parties in writing. Such amendments and/or revisions shall be prepared in the form of an addendum agreement. The procedure for approval of such addenda and/or revisions shall follow the same procedure employed in securing approval by all parties in the original Agreement.

In the event of amendments and/or revisions to this Agreement, students who have entered an educational program shall be allowed to complete the program under the terms of this Agreement.

#### 5. <u>Coordination of Agreement</u>

This Agreement shall commence in April 2007 and shall be continuous with automatic renewal. Illinois Central College in consultation with member institutions will coordinate changes and distribution of those changes to the other colleges on an annual basis when necessary.

#### 6. <u>Termination of Agreement</u>

The participation of any college(s) in this Agreement may be terminated at the end of any spring semester to be in effect the following fall term at the request of the College President. Notice shall be given in writing on or before March 1 of the preceding academic year to each of the other College Presidents. In the event of such termination, students who have entered an educational program shall be allowed to complete the program under the terms of this Agreement.

#### 7. <u>Citizens Eligibility</u>

Approval for students participating within this Agreement resides with the Sending College. Upon approval from the Sending College, a citizen may take advantage of the educational opportunity provided through this Agreement to apply for acceptance at a program not available in his/her home district. Furthermore, a citizen may not enroll under the provisions of this Agreement in a program of a participating institution outside of his/her own if that citizen's educational objective can be met in the college of his/her home district.

#### 8. <u>Registration</u>

Upon written approval from the Sending College, students shall register at the Receiving College and shall be members of that district for the terms of their enrollments. Under the terms of this agreement, students may take approved courses at either institution. Upon successful completion, courses taken at the Sending College shall be acceptable to transfer to the Receiving College for completion of the program, or vice versa.

#### 9. Additional Educational Services

The Receiving College shall provide access to its Learning Resources Center and other instructional resources for students from the Sending College, equal to those provided for any other student at their campus. The Receiving College shall also provide counseling/guidance and other services that will facilitate the learning process.

#### 10. <u>Records and Recognition of Completion</u>

The Receiving College shall maintain admissions records and transcripts and issue any and all degrees or certificates to students completing the educational program. The Receiving College will provide copies of such records to the Sending College at the student's request.

#### 11. Scholarships and Student Activities

The Receiving College shall be considered the home district for athletic eligibility and/or any activity where the student officially represents an institution as well as for military and Illinois State Student Assistance Commission Scholarships. Athletic eligibility will be determined by the rules of the college's athletic conference. Students from any Sending College may be eligible at any Receiving College for any other extracurricular activities, scholarships, or other recognition of excellence in the program for which they are attending at the Receiving College.

#### 12. Publicity

The educational programs offered through this Agreement shall be noted in college catalogs and publicized by the participating districts in a manner consistent with ICCB requirements and institutional publicity policies. Marketing of programs into another college district will only be done with the permission of that district.

#### 13. Communication of Agreement

The Sending College shall communicate the terms of this Agreement to its students attending a Receiving College. Said students will be responsible for all normal operating rules and conditions of the campus he/she is on at any given time.

#### 14. <u>Reimbursement</u>

The Receiving College shall be eligible to file all claims for State apportionment for any student from the Sending College enrolled in the Receiving College's programs covered by this Agreement.

#### 15. Transportation

Students shall be responsible for their own transportation to and from Sending and Receiving Colleges.

#### 16. Tuition and Fees

Students from the Sending College will pay the resident tuition and fees of the Receiving College. All students seeking state or federal financial assistance are required to make application at the Receiving College.

#### 17. FTE Reporting

For purposes of capital (construction space), FTE enrollment in the classes taken are reported by the Receiving College.

#### 18. Student Enrollments

The cooperating institutions in this Agreement shall be treated as one district in relation to admission policies for the programs included herein; however, residents of the respective college districts may have priority consideration where limited program space is available.

#### 19. Chargeback

Colleges sending students to receiving colleges identified in this Agreement will not pay chargebacks. Procedurally, students who wish to enroll at a Receiving College herein identified will secure from their home college a letter designating them as participants in an approved program. A copy of such letter will be sent to the Receiving College, which will thus know not to charge the out-of-district rate.

**20.** <u>Special Note</u>: Nothing contained in this Agreement shall operate to create a relationship of Principal and Agent between the Parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

# **Community College Educational Agreement**

Comprehensive Agreement Regarding the Expansion of Educational Resources

#### PARTICIPATING INSTITUTIONS

**Black Hawk College Carl Sandburg College Danville Community College Elgin Community College Heartland Community College Highland Community College Illinois Central College Illinois Valley Community College** John Wood Community College **Joliet Junior College** Kankakee Community College Kaskaskia College **Kishwaukee College** Lake Land College Lewis and Clark Community College Lincoln Land Community College **McHenry County College Moraine Valley Community College Morton College Prairie State College Rend Lake College Richland Community College Rock Valley College** Sauk Valley Community College South Suburban College **Southwestern Illinois College Spoon River College** Waubonsee Community College

# Local District Signature Page

College

College Designee for Agreement

Chair of the Board of Trustees

President

District Number

Contact Information

Date

Date

Agenda Item #8E

2016 Violence Prevention Plan

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE June 21, 2016

RE: Violence Prevention Plan

In accordance with the Campus Security Enhancement Act of 2008, Illinois Eastern Community Colleges maintains a Violence Prevention Plan outlining the multidisciplinary and multi-jurisdictional violence prevention strategies, including the utilization of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each college and the District Office.

Illinois Eastern Community Colleges is committed to ensuring the safety and security of its students, faculty, staff and visitors. The Violence Prevention Plan continues to provide guidelines which specifically address IECC's position on the prevention, reduction, and management of violence and addresses institutional responsibilities in the areas of educational awareness programs, reporting, and investigative guidelines.

The IECC Board of Trustees recognizes the importance of a college environment which is safe and free of crime. As outlined in the District's Campus Safety and Security Policy (500.17), Illinois Eastern Community Colleges prohibits any form of violence and appropriate disciplinary action will be enforced. Illinois Eastern continues to monitor and cooperate with law enforcement agencies in an effort to keep students and employees apprised of reported crimes and arrests of students and employees which occur in the community that may impact the safety of students and employees.

The focus of the Violence Prevention Plan is prevention. The Cabinet will continue to oversee and implement the Violence Prevention Plan. In the event that a violent act (assault, battery, weapons in the building, disturbances) is in the process of being committed, the colleges' Campus Emergency Plans provide a protocol for response. The Violence Prevention Plan has been updated to reflect current contact information and TABIT team members. The updated plan has been sent electronically to the Board and will be available to all IECC employees on the Intranet.

I recommend the Board's acceptance of the updated IECC Violence Prevention Plan.

TLB/rs

Agenda Item #8F

Leases

## Agenda Item #8F

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2016

RE: Lease Agreements

The following leases are submitted for Board consideration and action as requested on each individual lease.

- 1. IECC and Prairie State Generating Company lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days' notice of either party. No monthly rental charge is paid.
- 2. IECC/WVC Foundation Lease lease for building located at 310-314 West Third Street, Mt. Carmel, IL for Advanced Manufacturing Training. Lease began on July 25, 2009 and was amended by Board action on January 17, 2012 to extend the lease to March 1, 2022. The monthly rental is \$1,401.75 and remains constant throughout the term of the lease.
- 3. IECC/WED Girard Facility Lease lease of facility for Workforce Education Staff and classroom space at 170 West Center Street, Girard, IL. Lease commenced on January 1, 2007 at \$700 per month. On January 1, 2009 lease increased to current \$850 per month. The lease is hereby extended to June 30, 2017 at the current monthly rental rate of \$850. **Board of Trustees Action is Required.**
- IECC/LTC and City of Robinson Intergovernmental Agreement between IECC/LTC and the City of Robinson, as amended by Board action on February 21, 2012, for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street until July 1, 2021. Board of Trustees Action is Required.
- 8. IECC/WVC Foundation Lease Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. The lease expires June 30, 2020.
- IECC/WVC WVJC Radio Tower Lease of Property The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976 to September 30, 2006. The current owner has agreed to extend the lease from July 1, 2013 for thirty years to June 30, 2043 at a cost of \$30.00 for the thirty year period.

- 10. IECC/OCC Oil Derrick Lease of Property The District leases a 47 square foot piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009 for twenty years to August 17, 2029.
- 11. IECC/C.E.F.S. Economic Opportunity Corporation WIA IECC leases property at Olney Central College. This Lease with C.E.F.S. for 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The Lease period July 1, 2016 through June 30, 2017, at the current monthly rent of \$125.00. **Board of Trustees Action Required.**
- 12. IECC/FCC Foundation Lease The Frontier Community College Foundation purchased a facility commonly known as Fitness Center/Theatre for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Theatre. The Foundation has agreed to extend the lease to June 30, 2017 under the current lease agreement. Board of Trustees Action Required.

TLB/rs

Attachments

#### FACILITIES LICENSE AGREEMENT

THIS FACILITIES LICENSE AGREEMENT ("License") is made this \_\_\_\_\_ day of November 2009, by and between Prairie State Generating Company, LLC, a Delaware limited liability company, ("Licensor") and Illinois Eastern Community College an educational institution chartered by the State of Illinois ("Licensee").

#### WITNESSETH:

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the Licensor and Licensee agree as follows:

1. Use of the Premises. Subject to the terms and conditions contained herein, Licensor does hereby grant to Licensee a license to use the following described property (the "Premises"): the "mining portion" (as identified by Licensor) of the Licensor's training center located at 8955 County Highway 12, Venedy, IL 62214, including the parking facilities adjacent thereto.

2. **Term of License**. The term of this License shall continue from month to month until terminated as hereinafter provided. Either party may at any time terminate this License without penalty, upon 30 days advance written notice to the other party.

3. **Consideration.** In consideration of the use of the Premises, Licensee agrees to abide and cause its invitees and guests to abide by all safety rules, rules of conduct, parking and traffic rules, as well as any rules, codes, and standards of conduct of Licensee and to comply with all federal state and local laws.

4. Insurance. Licensee shall provide:

(a) Comprehensive commercial general liability and public liability insurance including premises liability with minimum limits of \$2,000,000 per occurrence for bodily injury, and \$2,000,000 per occurrence for property damage.

(b) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis. Workers compensation coverage in the amounts and with limits as required by applicable law.

(c) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

(d) All policies shall name Licensor as an additional insured on a primary, non-contributory basis.

5. Condition of the Premises. Licensee acknowledges that the Premises are leased "as is", "where is" and Licensor shall have no obligations or liability with respect to the condition of the Premises

6. **Indemnity.** Licensee shall indemnify Licensor against and hold, it and its parent company and Premises Owners, and each of their employees, officers, directors, members, representatives, and agents harmless from any and all loss or liability arising by reason of any use or condition of the Premises of any part thereof by Licensee, its guests, invitees, employees and representatives during the License term.

7. Alterations, Repairs and Maintenance. Licensor shall, from time to time and at any time and without liability to Licensee, have right to change, repair, or maintain the Premises and Licensee recognizes that such changes, repairs and maintenance may cause interruption to the use of the designated portion of the Premises. Licensor shall use reasonable efforts to minimize the disruption of the planned activities of Licensor. Licensee shall have no right to alter the Premises or add any fixtures without the prior written consent of the Licensor.

8. **Premises Owners.** As used herein, Premises Owners shall include the following entities:

**Indiana Municipal Power Agency**, a body corporate and politic and a political subdivision of the State of Indiana, having an office at 11610 North College Avenue, Carmel, Indiana 46032, Missouri Joint Municipal Electric Utility Commission, a body public and corporate of the State of Missouri, having an office at 2407 West Ash, Columbia, Missouri 65203, Northern Illinois Municipal Power Agency, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, having an office at 333 Lincoln Highway, Rochelle, Illinois 62068, Prairie Power, Inc., an Illinois not-forprofit corporation, created and existing under and by the virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, having an office at 2103 South Main Street, Jacksonville, Illinois 62651, Kentucky Municipal Power Agency, a joint public agency established pursuant to the laws of the Commonwealth of Kentucky, having an office at 1500 Broadway, Paducah, Kentucky 42002, Lively Grove **Energy Partners, LLC,** a Delaware limited liability company, created and existing under and by the virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Illinois, having an office at 701 Market Street, St. Louis, Missouri 63101, AMP 369, LLC, a Delaware limited liability company, created and existing under and by the virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Illinois, having an office at 701 Market Street, St. Louis, Missouri 63101, Illinois Municipal Electric Agency, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, having an office at 3400 Conifer Drive, Springfield, Illinois 62704, Southern Illinois Power Cooperative, an Illinois not-forprofit corporation, created and existing under and by the virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, having an office at 11543 Lake of Egypt Road, Marion, Illinois 62959, and Prairie State Energy Campus Management Company, an Indiana not-for profit corporation.

9. Notices and Representatives. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following Representatives:

Licensor's Representative:	
Licensee's Representative:	

10. Assignment. License shall have no right to assign, license, sublet or sublet the Premises.

IT WITNESS WHEREOF, the parties have executed this License in duplicate, the day and year first above written.

PRAIRIE STATE GENERATING COMPANY, LLC	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
By:	By:
Title:	Title:
Date:	Date:

#### AMENDMENT TO LEASE AGREEMENT

Wabash Valley College Foundation, Mt. Carmel, Illinois, hereinafter called "Foundation" and Illinois Eastern Community College District #529, 233 East Chestnut Street, Olney, Illinois, hereinafter called "District" entered into a lease for premises located at 310-314 West Third Street, in the City of Mt. Carmel, Wabash County, Illinois on the 25<sup>th</sup> day of July, 2009.

Under the terms of the lease, the District would occupy the premises from July 25, 2009 to July 25, 2014 and the District, after payment of \$1.00, would become the owner of the premises.

The District was to pay the sum of \$5,091.86 per month on the 25<sup>th</sup> of each month and the District has made such payments since the inception of the lease.

The Foundation and the District have agreed to amend the existing lease agreement as follows:

The lease period will be from March 1, 2012 to March 1, 2022. The monthly lease payment due shall be \$1,401.75 due on the 25<sup>th</sup> of each month.

All other terms and conditions of the existing lease shall remain in effect.

The Foundation has taken appropriate action to approve this lease amendment. The Board of Trustees of the District approved this amendment on January 17, 2012.

Wabash Valley College Foundation

Chairman, Board of Trustees Illinois Eastern Community Colleges

Date

Date

#### LEASE AGREEMENT

THIS LEASE made the \_\_\_\_\_ th day of July 2009, by and between Wabash Valley College Foundation of \_\_\_\_\_\_, Mt. Carmel, Illinois, hereinafter called "Foundation", and Illinois Eastern Community College District #529, 233 East Chestnut Street, Olney, Illinois 62450, hereinafter called "District".

WITNESSETH: That the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Foundation hereby leases to District premises City of Mt. Carmel, Illinois having following legal description, to wit:

310-314 West Third Street in the City of Mt. Carmel, Wabash County, Illinois

to be used by District as an instructional area primarily for teaching and other activities that are required for the successful operation of instructional programs for a term commencing July 25, 2009 and terminating July 25, 2014. The final payment, due July 25, 2014, shall be adjusted to reflect actual payment activity during the course of the contract. No penalty will be charged for prepayments. District is hereby given the option of purchasing the above referenced premises for an additional one dollar (\$1.00) to be paid with the final payment. The rental of \$5,091.86 per month will be payable on the 25th day of each month from July 25, 2009 to July 25, 2014.

District shall have the option to extend the lease for additional years. The rental from this extension will be agreed upon at the time of the extension.

- 2. District hereby takes the lease to the said premises and agrees to pay the rent Provided.
- 3. District covenants with Foundation that at the expiration of the term of this lease, or renewal hereof, District will yield up the premises to Foundation without further notice in as good condition as when same were entered upon by District, reasonable wear and tear and damage by fire and inevitable accident excepted.
- 4. District will arrange for and pay for all deposits and use for utility services for all utilities to be used on the premises, including but not limited to, water, sewer, natural gas, electricity and telephone.
- 5. During the term hereof, or renewal hereof, if any, District will at its expense maintain the exterior or outside and structural portion of the building and the major plumbing. During the term of this lease and any renewal hereof, District will, at is expense maintain in good repair all parts of the premise leased and shall keep all toilets and sink traps unstopped.

District will pay for all cleaning and redecoration and will pay for all repairs necessary or desirable as a result of the activities and behavior of the occupants and the Districts invitees.

- 6. The District shall be solely responsible for selecting and installing all fixtures and shall maintain possession of all fixtures and other items installed by District upon the premises (whether or not said additional items are legally classified as fixtures) shall continue to be treated as in the possession of District including the right to remove all of said fixtures and said items so installed by District, upon termination or cancellation of this lease. This shall include, but not be limited to the following fixtures or items installed by the District:
  - A. All plumbing materials and fixtures above the floor;
  - B. All partitions;
  - C. All conduits above the ceiling;
  - D. All electrical fixtures purchased by District;
  - E. The fire alarm system;
  - F. All other appurtenances installed or attached to the premises by District in Order to utilize the premises for its intended use.
- 7. District represents to Foundation that District has examined the physical condition of the demised premises prior to the execution and delivery of this lease and has found it to be satisfactory for all purposes hereof, including intended use, and District accepts the condition of the demised premises in its present condition "As Is". Foundation makes no representation or warranty with respect to the condition of the demised premises or its fitness or availability for any particular use, and Foundation shall not be liable for any latent or patent defect discovered therein.
- 8. Foundation will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.
- 9. District agrees that it will not assign this lease or renewal hereof nor will it let or sublet the premises during the term of the lease or renewal hereof, without the prior written consent of Foundation, which will not be unreasonably withheld. District will not make any alterations or additions to the premises without prior written consent of Foundation; District shall in no event have any power, authority or right to incur or create any obligation in respect to the leased premises which shall create or constitute a lien or claim in favor of District or any third parties as against the right, title or interest of Foundation in or to the premises leased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the lease hold interest of District

hereunder and shall be subject and subordinate to all the rights, title and interest of the Foundation in and to said premises and building.

- 10. Foundation shall have free access to the premises hereby leased for the purpose of examining for appropriate use. However, Foundation agrees that it will not exercise its access to said premises and Foundation will do nothing to violate the confidentiality of the clients of the District.
- 11. District shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein; District shall, in the use and occupancy of the described premises, conform to all laws, orders and regulations of the Federal, State and Local Governments, or any of their respective departments.
- 12. The provisions of this lease shall bind and inure to the benefit of the Foundation and District and their respective heirs, successors, legal representatives and assigns.
- 13. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by District, it shall be lawful for Foundation to enter into and upon the premises hereby leased, either with or without process of law, and repossess the same and distrain for any rent that may be due thereof, at the election of Foundation; and in order to enforce a forfeiture of nonpayment of rent, it shall not be necessary to make demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day the same day or at any time on any subsequent day, shall be sufficient; and after such default Foundation shall be able to pursue a remedy of forcible entry and detainer entry of the premises under statute and shall further have all rights and remedies and provided by law and under this contract. In the event Foundation is required to employ an attorney to enforce its rights under this contract, it shall be entitled to receive from District his attorney fees and cost of suit.

Notwithstanding the foregoing, Foundation agrees to give the District 10 days written notice of default in rent and 30 days written notice of default of any other term or condition of this Lease. Except for rent, District shall with reasonable dispatch make efforts to correct said default within the notice period and shall be given additional time if reasonable efforts are being made to cure such default.

14. If damage by fire or other casualty to the building on demised premises is so extensive as to amount to 50% or more total destruction of said building then District, at its option, may terminate this Lease and rent shall be apportioned and paid to the day of such fire and casualty. In all other cases where the building is damaged by fire or other casualty, Foundation shall repair the damage with reasonable dispatch and rent shall be apportioned

until the damage has been repaired. Delays caused by inability to procure materials and/or labor, riots, national emergency, acts of God, or of a public enemy, governmental laws and/or regulations, or other cause beyond Foundation's control shall be considered in determining what constitutes "reasonable dispatch".

District shall surrender the demised premises to Foundation within 5 days after party has given written notice of any termination hereunder to the other, and District shall remove all personnel and personal property from the premises within that time.

15. District agrees that during the term of this lease at their expense, they will carry liability insurance with a company acceptable to Foundation providing for a minimum of \$1,000,000.00 per person \$1,000,000.00 per accident \$500, 000, 00.00 for property for occurrence on the demised premises. District shall also provide and pay fire, wind damage and full coverage property insurance; and name the Foundation as an other insured.

Foundation shall not be liable to the District or any other person for any injury, or damage to personal property to any kind that may be on the demised premises or in the building and improvements herein leased to District. Personal property herein referred to shall include, District's fixtures, furniture and equipment, even though the same may be attached or affixed to the building herein leased to District.

- 16. District shall not allow any intoxicating beverages or liquors to be served or used on said premises.
- 17. In case of default in payment of rent under this lease, Foundation may retain so much or all of the personal property that the District may then own situated on the above described real estate as is necessary to satisfy Foundation for all amounts due under this lease including future rentals. District shall not encumber, sell or otherwise dispose of any personal property that may be situated on the above-described premises unless at the time of such encumbrances, sale or disposal, the District is not in default in payment of rent hereunder.
- 18. Foundation covenants that District, on paying the rent and performing all the covenants hereof, shall have and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this lease.
- 18. Any notices to be given by the parties shall be given to the parties at the address shown on page one of this Lease. Either party may amend the address for giving notice at any time by delivery to the other party in writing a change of address delivered to the last stated address of the party.
- 19. A) If the totality of the premises leased under this Lease is taken by public domain

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pursuant to the power of eminent domain, this Lease shall terminate as of the date possession is taken by the public authority.

B) If less than the totality is taken pursuant to the power of eminent domain and in the opinion of Foundation is not economically feasible to continue this Lease, Foundation may terminate this Lease as of the date possession is taken by the public authority. If Foundation does not elect to terminate this Lease, the Foundation shall make any changes, alterations, or reconstruction necessary to put the demised premises in a commercially proper condition to use for the purposes herein intended.

20. A) District shall conduct and cause to be conducted, all operations and activity (except for conduct, operations and activity of Foundation or its agents) at the premises in compliance with, and shall in all other respects applicable to the premises comply with all applicable federal, state and municipal statues, ordinances, regulations, orders, directives and other requirements of law or common law concerning: (i) The generation, use, handling, treatment, storage, transportation, release, disposal, remediation or presence of any material including solid waste or hazardous substance in on, under, from and connected with operation and activities at the premises; (ii) the emission of air pollutant; (iii) The presence or discharge of any pollutant in, on or under the premises or into surface or ground water; and (iv). Storage tanks and related facilities and connections; (herein collectively called "environmental statutes"). Districts shall obtain and maintain all permits, licenses or approval and shall prepare and make, maintain, and/submit all notifications, registrations, records, reports and other documents as required by environmental statutes in a timely manner. District shall at all times comply with the terms and conditions of such permits, licenses, approvals, notifications and registrations.

B) District shall provide to Foundation copies of any written notice of violation, summons, order, administrative, civil or criminal complaint which will materially adversely affect District's use of the premises.

C) District shall not cause or allow the use, generation, handling or storage of hazardous substances or solid waste in, on or under the premises, except; (i) construction materials, asbestos containing materials, polychloride biphenyl and area-formaldehyde, or any other banned or prohibited substance in construction), office equipment, furnishings and supplies, office maintenance materials that are or contain hazardous substance may be used, generated, handled or stored on the premises, provided such is incident to and reasonably necessary for needed construction, operation or maintenance of the premises for the authorized use set forth herein and is in compliance with applicable laws, (ii) if hazardous

substances are required pursuant to the conduct of District's business, that it may be used, handled or stored on the premises if such activity is incident to the authorized use of the premises and provided that such are packaged, labeled, stored or used in accordance with applicable laws and (iii) solid waste may be generated and stored temporarily by District on the premises provided such activities are performed in compliance with applicable law. District shall not cause or allow the release of hazardous substances or solid waste in, on or under the said premises except as provided in the premises the District shall immediately take all measures necessary to contain, remove and dispose of the premises all materials released or contaminated by the release and remedy and mitigate all threats to public health or the environment relating to such release all in accordance with Federal and State law and regulations. When conducting any such measures, the District shall comply with environmental requirements.

21. The parties acknowledge and agree that this lease is the entire agreement between parties hereto and there are no collateral or oral agreements or understandings. Foundation and District agree that no modification of this agreement shall be binding upon them unless such modification shall be in writing and duly accepted in writing by both parties and approved in writing by the parties.

22. Where necessary or appropriate the masculine, feminine or neuter shall be interchangeable, and the singular shall include the plural or vice-versa.

In witness whereof, the parties hereto have executed their signatures.

Wabash Valley College Foundation Date

Board ChairmanDateIllinois Eastern Community College District #529

Attest:

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

I, Harry Hillis, Secretary to the Board of Trustees of Illinois Eastern Community College District #529, attest and affirm that on July 21, 2009 the Board of Trustees of Illinois Eastern Community College District #529 authorized the lease of the property as described above.

#### Lease Agreement

Wrightsman-Musso, Ltd. Hereinafter "Musso" hereby leases to Illinois Eastern Community Colleges Coal Mining Technology, hereinafter "College." College hereby leases from Musso, suite of office space andh class room located at 170 West Center Street, Girard, Illinois, for a term of two (2) year(s) commencing on July 1, 2010 for College's use as a professional office suite and class room.

<u>RENT</u>: College hereby agrees to pay rent for the leased premises as follows: Lease to be for one (1) years starting July 1, 2016 to June 30, 2017 at a lease amount of \$850.00 per month.

<u>REPAIRS & MAINTENANCE</u>: Musso will provide routine maintenance and repairs to the building exterior. College will be responsible for all maintenance within office suite and class room and general maintenance/upkeep of same area.

<u>INSURANCE</u>: College agrees to carry personal injury liability insurance in the amount of not less than \$1,000,000.00 with Musso as an additional insured, copy of certificate of insurance to be mailed to Wrightsman-Musso, Ltd. Within 30 days from 1-1-07.

<u>UTILITIES</u>: Tennant to be responsible for all utilities.

<u>FIRE</u>: In the event of fire, causing damage which substantially interferes with College's use or occupancy of the premises, College shall have no liability for rent during reconstruction and only pro-rated liability during repair. Musso shall have no obligation to repair, rebuild or furnish alternate quarters. Should Musso repair or rebuild, College shall have first refusal rights to lease said offices at the same rent in effect at the time of the loss for the balance of the term. Musso will make every good faith effort to continue to provide offices for College, but shall not be legally obligated to do so.

<u>RENEWAL</u>: College will have the right to renew said lease in accordance with "rent and options paragraph" of this document. College shall notify Musso in its intent not to renew no less than sixty (60) days before the end of the lease term, otherwise lease will automatically renew for one year periods.

The lease is hereby extended to June 30, 2017 at a monthly rent of \$850.

TERMINATION: In lieu of, this lease is hereby renewed until June 30, 2017.

In the event that the College is not allowed to teach classes at this facility by action of Lincoln Land Community College, then Musso agrees to allow a termination of this lease with four months notice.

Dated at Virden, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WRIGHTSMAN-MUSSO, LTD. ILLINOIS EASTERN COMMUNITY COLLEGES COAL MINING TECHNOLOGY

by\_\_\_\_\_ by\_\_\_\_\_

#### INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made <u>August 10</u>, 2004, by and between Illinois Eastern Community College District No. 529, hereinafter referred to as the COLLEGE and the City of Robinson, Illinois, an Illinois Municipal Corporation of Robinson, Illinois, hereinafter referred to as the CITY.

#### WITNESSETH:

WHEREAS, the CITY is the owner of certain real estate located at 501 South Cross Street, Robinson, Illinois; and

WHEREAS, the parties hereto are desirous of developing said premises for the mutual benefit of the student of the COLLEGE and the residents of the CITY'S community as a recreational facility; and

WHEREAS, the COLLEGE and the CITY are desirous of having located upon said premises a health and fitness facility; and

WHEREAS, the parties have determined to fulfill said goal, the COLLEGE and the CITY shall contribute to the cost of developing such health and fitness facility, with such facility to then be owned and managed by the CITY pursuant to the terms of this Agreement:

WHEREAS, Article 8, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the parties have determined that it is in the best interests of the students of the COLLEGE and the residents of the CITY, for the parties to enter into this Agreement with respect to the equipping and operation of said health and fitness facility and to carry out the purposes of this Agreement; and the governing bodies of each party hereto have adopted an ordinance or resolution approving this Intergovernmental Agreement and authorizing its execution.

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

#### 1. Ownership and Equipping

The COLLEGE shall, at its sole expense, purchase and provide all necessary equipment operate a health and fitness facility. The CITY and the COLLEGE have agreed upon a basic equipment list to be provided by the COLLEGE and it is attached hereto and incorporated herein by reference as Exhibit "A". The COLLEGE shall purchase and install such equipment in the facility. Once the facility has been fully equipped at the cost of the COLLEGE, the CITY shall assume sole cost of the maintenance, repair and replacement of such equipment and reserve the right to make all decisions as to the maintenance, repair or replacement of such equipment. Any COLLEGE provided cardio-equipment replaced within two years shall be returned to LTC/IECC. The COLLEGE, may at its expense, add equipment as it may see fit to enhance its programs at any time with the same stipulations as apply to equipment already installed.

#### 2. Operation Expenses

The CITY shall own and operate the health and fitness facility and shall be responsible for all expenses incurred in the operation of the facility after installation of the equipment is complete. However, the COLLEGE agrees to pay the sum of \$275 (two hundred and seventyfive dollars) per month toward partial payment of utilities.

#### 3. Operation and Management of Facility

The CITY shall provide management and clerical services as it shall deem necessary for the operation of the facility. Budgeting and policy decisions concerning the operation of the health and fitness facility shall be in the sole discretion of the CITY.

The CITY shall have the right to establish user fees and rates, collect such user fees and rates, and those shall become general funds of the CITY.

#### 4. Scheduling and Shared Use of the Facility

Priority shall be given to the use of the health and fitness facility by the COLLEGE and COLLEGE classes. Such use shall be scheduled between the designated representative of the CITY and the designated representative of the COLLEGE. The CITY and COLLEGE shall cooperate as necessary to make scheduling changes and to avoid scheduling conflicts. The COLLEGE shall have a duly certified representative in attendance for purposes of supervision and instruction when the health and fitness facility is used by students enrolled in the COLLEGE classes. When the health and fitness facility is used by the students of the COLLEGE, it shall be the responsibility of the COLLEGE at the end of each daily use, to properly secure the building in accordance with written instructions to be provided to it by the CITY. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of the CITY with regard to such issue shall be final.

#### 5. Revenues from Operation of Facility

The CITY shall determine all fee structures for use of the health and fitness facility. The CITY will provide to the COLLEGE forty (40) percent of all collected user fees associated with use of fitness center equipment provided by the COLLEGE. All concessions shall be under the control of the CITY and it shall receive any revenues from those concessions, including vending machines. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of the CITY with regard to such issue shall be final.

#### 6. Liability Insurance and Indemnification

Each of the parties hereto shall maintain general liability insurance having liability limits in an amount not less than One Million Dollars (\$1,000,000.00) in force at such party's expense at all times during the term of this agreement and shall name the other party as an additional insured with respect to such policies of insurance. Proof of such insurance shall be given by each party by way of a certificate of insurance to be provided to the other party no less frequently than annually and when otherwise requested by the other party.

The CITY agrees to defend, indemnify and hold harmless the COLLEGE, its officers, agents, contractors and employees harmless of and from all liabilities and claims of liabilities arising out of the CITY'S use by the general public of the facility.

The COLLEGE agrees to defend, indemnify, and hold the CITY, its officers, agents, contractors, and employees harmless of and from all liabilities and claims of liabilities arising out of the use of the facility by the students of Lincoln Trail College when scheduled for use by them.

#### 7. Return of Equipment

In the event the COLLEGE is not able to generate a level of 20 full-time equivalent student yearly enrollment from classes in the health and fitness facility at the conclusion of a 24 month period, then this Agreement shall terminate and the COLLEGE shall regain ownership of the health and fitness equipment described herein, and the COLLEGE shall have no further financial obligation to the CITY.

#### 8. Terms of Agreement

This Agreement shall be effective upon execution hereof by both of the parties hereto and shall continue through and including July 1, 2008. Unless either party notifies the other by January 1 of the year of termination of the initial term, or any renewal term, of its desire not to extend the Agreement, the Agreement shall be extended for additional successive one year terms upon the same terms as then existing. In the event of the termination of this Agreement by either party as above provided, such party shall be responsible for all obligations incurred by it during the term of this Agreement. Upon termination of the Agreement, all real estate and improvements made subject hereof shall be the sole property of the CITY and all health and fitness equipment shall be returned to the COLLEGE.

#### 9. Binding Effect

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns; provided, however, that neither party shall have the right to assign its interest in this Agreement either voluntarily or by operation of law without the prior written consent and approval of the other party.

#### Amendment

This Agreement constitutes the entire agreement of the parties and may be altered, modified or amended duly upon the written consent and agreement of both parties after approval by the governing body of each party as required by law.

#### **10.** Arbitration

It is hereby agreed that in case of any disagreement or difference shall arise at any time hereafter between the parties hereto, or any person claiming under them, in relation to this Agreement, either as to the construction or operation thereof or the respective rights and liabilities there under, such disagreement or difference shall be submitted to the arbitration of two persons, one to be appointed by each party to this Agreement, and the third to be appointed by the two so appointed. If either party shall refuse or neglect to appoint an arbitrator and served written notice thereof upon the other party requiring it to appoint an arbitrator, then the arbitrator so first appointed shall have the power to proceed to arbitrate and determine the matters of this Agreement or difference as if he were an arbitrator appointed by both the parties hereto for that purpose, and his decision in writing shall be final, provided such decision shall be made within 20 days after the reference of said arbitrators. All decisions of the arbitrators shall be binding upon the parties hereto as if entered by a court of competent jurisdiction.

#### 11. Notices

All notices required hereunder shall be in writing and shall be served personally, be registered or certified mail return receipt requested, or by express delivery service as follows:

If to the City: Mayor 300 S. Lincoln Robinson, IL 62454

If to the College: Chief Executive Officer 233 East Chestnut Olney, IL 62450

In the event of the change of either of the above addresses, to the party whose address changes shall notify the other party in writing of such change and the new address.

#### 12. Severability

If for any reason any provision of this Agreement is determined by the Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with the provision severed or modified by Court Order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary as a result of said Court determination. However, if the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

#### **13.** Waiver of Performance

The waiver by either party of any, term, covenant or condition herein, or the failure of such party to insist upon strict and prompt performances therewith, shall not be deemed or construed to constitute a waiver of such terms, covenant or condition, which shall remain in full force and effect and shall continue to be subject to enforcement.

#### 14. Governing Law and Exclusive Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

#### 16. Authority of Officers

Each of the parties hereto represent and warrant that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

#### CITY OF ROBINSON, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION

BY: <u>Mayor</u>

ATTEST: \_\_\_\_\_ City Clerk

### ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: \_\_\_\_

ATTEST: \_

Board Chairman

**Board Secretary** 

### Exhibit "A"

### Current Equipment

- 1. Nine (9) Trotter Circuit Weight Training Stations, including stacked weights.
- 2. Six (6) Stationary Bicycles
- 3. One (1) Recumbent Bicycle
- 4. One (1) Stair Climber
- 5. Two (2) Commercial Grade Treadmills.

### Equipment to be Purchased

- 6. Two (2) Treadmills
- 7. Two (2) Cross Trainers
- 8. One (1) Stair Climber
- 9. Two (2) Recumbent Bicycles

#### LEASE

This agreement is made this 17<sup>th</sup> day of June 2008, between the Wabash Valley College Foundation ("Lessor") and Illinois Eastern Community College District #529 ("Lessee").

Lessor leases to Lessee approximately 1,600 square feet of interior space on the ground floor of the building located at 2201 College Drive, Mt. Carmel, Illinois, and such other space in the building as may be mutually agreed upon. In exchange for which the College District agrees to provide mowing, snow clearing and routine maintenance of the building, and to keep the building in general good repair during the term of occupancy. The term of the lease is for a period of five years, commencing on July 1, 2015 through June 30, 2020.

Lessee shall occupy and use the premises as an administrative site for offices and programs for Wabash Valley College, and such other activities as the college may choose. Either party may terminate the lease by giving 30 days notice.

President Wabash Valley College Foundation Chairman Board of Trustees Illinois Eastern Community College District #529

ATTEST:

Secretary Board of Trustees Illinois Eastern Community College District #529

### Lease Agreement

THIS AGREEMENT, made and entered into by and between Ron E, Peach, hereinafter referred to as LESSOR, and The Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (IECC), of the Counties of Richland, Clark, Crawford, Clay, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, by and through its duly authorized representative, Terry Bruce, CEO, hereinafter referred as LESSEE;

- LESSOR is the owner of certain land located in Sections Eight (8) and Nine
   (9) of Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, Wabash County, Illinois, which premises lie in a generally Northeasterly direction from the City of Mt. Carmel.
- LESSEE is the owner and operator of a certain radio station with call letters WVJC; which station operates and broadcasts on the campus of Wabash Valley College in the City of Mt. Carmel, a college within the IECC District, Wabash County, Illinois.
- 3. In order to provide better service for said radio station and its broadcasting activities, LESSEE wishes to erect, install and maintain a tower for transmission purposes upon a portion of land owned by LESSOR.
- 4. LESSOR wishes to enter into such lease and to allow the use of his land for the aforementioned purposes.

NOW, THEREFORE, the parties hereto do agree as follows:

A. <u>Leasing and Premises:</u> For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sums hereinafter required to be paid and the mutual covenants and agreements herein

contained, LESSOR does hereby lease, let and demise unto LESSEE the following described premises:

A part of Lot 15 of Sections 3, 4, 5, 8, 9 and 10, Township 1 South, Range 12 West of the Second Principal Meridian, Wabash County, Illinois, described as follows: Commencing at the Southwest corner of said Lot 15, thence North  $29^{\circ}$  00' West a distance of 1411.9 feet to an iron pin; thence North  $60^{\circ}$  35' 12" East a distance of 384 feet to an iron pin being the point of beginning; thence North  $60^{\circ}$  35' 12" East a distance of 500 feet to a point; thence North  $60^{\circ}$  35' 12" East a distance of 500 feet to a point; thence North  $60^{\circ}$  35' 12" East a distance of 500 feet to a point; thence North  $60^{\circ}$  35' 12" East a distance of 500 feet to a point; thence North  $60^{\circ}$  35' 12" East a distance of 200 feet to a point; thence South  $29^{\circ}$  00' East a distance of 450 feet to a point; thence North  $29^{\circ}$  00' West a distance of 200 feet to a point; thence North  $60^{\circ}$  35' 12" East a distance of 500 feet to a point; thence North  $60^{\circ}$  35' 12" East a distance of  $35^{\circ}$  12" West a distance of 137 feet to a point; thence South  $60^{\circ}$  35' 12" West a distance of 450 feet to a point; thence North  $29^{\circ}$  00' West a distance of 200 feet to a point; thence North  $60^{\circ}$  35' 12" East a distance of 200 feet to a point; thence North  $29^{\circ}$  00' West a distance of 200 feet to a point; thence North  $29^{\circ}$  00' West a distance of 200 feet to a point; thence North  $29^{\circ}$  00' West a distance of 567.2 feet to the point of beginning, containing 1.68 acres, more or less.

- B. <u>Rental:</u> The total rent for the initial term of this agreement shall be the sum of Thirty Dollars (\$30.00), which sum shall be paid by LESSEE to LESSOR at the rate of One Dollar (\$1.00) per year, beginning on July 1, 2013, and continuing thereafter upon the same day of each year during the said term of this agreement.
- C. <u>Term</u>: The initial term of this lease shall be thirty (30) years, beginning on July 1, 2013 and ending on June 30, 2043.
- D. <u>Possession:</u> LESSOR shall place LESSEE in possession of the said premises at the commencement of the term hereof and LESSEE may have and retain the quiet and peaceful possession of said premises during the term of this agreement.
- E. <u>Use of Premises:</u> This lease is granted specifically for the purpose of allowing LESSEE to build, erect, install, operate, maintain, repair, rebuilt, reconstruct and use a tower and appurtenances for the broadcasting of radio signals. LESSEE may erect and maintain said tower and all appurtenant

structures provided that all governmental provisions, including ordinances and regulations of the City of Mt. Carmel, are fully complied with and provided, that LESSEE shall erect and maintain such tower and appurtenances at its own expense and shall indemnify LESSOR for any loss or damage to persons or property caused thereby.

F. <u>Easement:</u> LESSOR further grants to LESSEE an easement for ingress, egress and regress, and for the installation and maintenance of such power lines or other utility facilities as shall be required by LESSEE along, over and through the following described premises:

An easement 16.5 feet in width for ingress and egress from the Northeast corner of the above described property to the public road which runs along the East side of Lot 15 is provided by the LESSOR, said easement to run north  $60^{\circ}$  35' 12" East from said Northeast corner to the public road and said 16.5 feet in width being South of said line.

G. <u>Taxes:</u> LESSEE shall make reasonable efforts to obtain the removal from the tax rolls of Wabash County, Illinois, of the herein demised premises. In the event such premises remain taxable, LESSEE agrees to reimburse LESSOR for such proportionate share of the taxes upon LESSOR'S unimproved land as is attributable to the herein demised premises. The payment herein prescribed shall be computed by multiplying the total tax assessed upon LESSOR'S adjacent unimproved land by a fraction, the numerator of which shall equal the number of acres in the demised premises and the denominator of which shall equal the number of acres in the tract of land of LESSOR of which the demises premises are a part. LESSEE agrees to pay all such taxes which are assessed against the LESSEE and/or the LESSOR due to personal property and improvements constructed or maintained by LESSEE on or about the leased premises: provided, however, LESSOR shall give prior notification of any taxes for which LESSEE is to be charged, so LESSEE will have the opportunity to appear before the taxing authority and contest said assessment.

- H. <u>Repairs and Destruction of Improvements:</u> LESSEE shall, throughout the term of this lease, at its own cost and without any expenses to LESSOR, keep and maintain the premises, including any and all of LESSEE'S buildings, improvements or appurtenances thereto, in a good, sanitary and neat order, condition and repair and, except as otherwise provided in this agreement, to restore and rehabilitate any such improvements of any kind that may be destroyed or damaged by fire, wind, casualty or any other cause whatever. LESSOR shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever.
- I. <u>Indemnification of Lessor:</u> LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person who may at any time be using or occupying or visiting the demised premises or any other premises situated near said premises, or who shall be in, on or about the same, whether such loss, injury, death or damage may be caused by or in any way resulting from or arise out of any act, omission or negligence of LESSEE, its officers, employees, servants, students or any other person whatever, or of any occupant, subtenant, visitor or user of any portion of the premises, or which

shall result from or be caused by any matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. LESSEE Shall indemnify LESSOR, and shall save, defend and hold harmless LESSOR against any and all claims, liability, loss or damage whatever on account of such loss, injury, death or damage. LESSEE hereby waives all claims against LESSOR for damages to any structures or improvements that are now on or may be hereafter placed or built upon the said premises and to the property of LESSEE in, on or about the said premises, and for injuries to persons or property in or about the premises from any cause arising at any time.

- J. <u>Warranties and Representations:</u> LESSOR covenants that he is seized of the demised premises in fee simple and has full right to make this lease, and that LESSEE shall have quiet and peaceful possession of the premises during the term of this agreement. Except as stated above, LESSOR makes no warranties of any type or kind, express or implied.
- K. <u>Electrical Interference:</u> LESSOR will not grant a lease to any other party for use of LESSOR'S property if such use would in any way adversely affect or interfere with LESSEE'S operation of its communications system nor allow another user of LESSOR'S facilities a use which causes uncorrected interference with LESSEE'S operations nor place a new structure nearby which blocks or partially blocks LESSEE'S transmissions in a manner which significantly interferes with LESSEE'S operations.

- L. <u>Default</u>: In the event of the failure of LESSEE to make payments of the rental as herein provided, to pay taxes or other assessments when such become due and payable, if any, or to otherwise breach any of the terms and conditions of this agreement, LESSOR may declare this contract terminated by giving written notice thereof to LESSEE not less than ninety (90) days prior to the effective date of such termination. Any such notice shall indicate the nature of the default on the part of the LESSEE. Unless such default or defaults as may be specified in said notice have been corrected on or before the expiration provided in such notice, LESSEE shall deliver possession of said premises to LESSOR.
- M. <u>Waiver:</u> The failure or refusal of LESSOR to declare default or termination under the provisions of this agreement as to any one or more events when such default or termination might be declared by him shall not be considered or construed as a waiver of any subsequent such events.
- N. <u>Notice:</u> Any notice required or permitted hereunder shall be sufficient if in writing and sent to the respective parties by registered or certified mail, return receipt requested, at the following addresses:

LESSOR: Ron E. Peach, 330 Hindes Street, Mt. Carmel, Illinois 62863

- LESSEE: Terry Bruce, CEO, Illinois Eastern Community Colleges, 233 East Chestnut Street, Olney Illinois 62450
- O. <u>Binding Effect:</u> This agreement, and all the terms and conditions thereof, shall extend to and be binding upon the parties hereto and their personal representatives, heirs, devisees, assigns or successors.

- P. <u>Continuing Use of Tower:</u> In the event LESSEE shall fail to use said tower for broadcasting services for a period of twelve (12) consecutive months at any time following initial uses for such purposes, then this lease shall be null and void and LESSOR shall be entitled to reenter said premises and take possession thereof.
- Q. <u>Relocation of Equipment:</u> LESSOR will not require LESSEE to relocate its equipment in any way that will cause deterioration of LESSEE'S radio signal. Nor will it require LESSEE to move or alter its equipment in a manner that would require prior approval of the Federal Communications Commission without providing at least six (6) months written notice to LESSEE.
- R. <u>Removal of Property:</u> At the end of the term of this agreement, or of the term of any extension or subsequent term thereof, LESSEE shall have the right to remove from the said premises all buildings, structures and appurtenances and shall return the said land, as nearly as possible, to the condition existing at the day of execution of this agreement.
- S. <u>Authority:</u> This agreement is being executed by LESSEE pursuant to authority granted by resolution of the Board of Directors of said LESSEE.

IN WITNESS WHEREOF, this agreement has been executed in duplicate originals, any one of which may be considered as an original copy, on the dates set forth below.

Ron E. Peach

"LESSOR"

STATE OF ILLINOIS

SS.

COUNTY OF WABASH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_, 2013, by Ron E. Peach.

Notary Public

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

By \_

Its Chairman

ATTEST:

lts <u>Secretary</u> "LESSEE"

STATE OF ILLINOIS

SS.

COUNTY OF RICHLAND

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid do hereby certify that the Chairman, Board of Trustees, of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and Harry Hillis, Jr., personally known to me to be the Secretary of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officials, they signed and delivered the said instrument as Chairman and Secretary, of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and caused the seal of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 to be there affixed, pursuant to authority given by the Board of Trustees of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, as their free and voluntary act and deed of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of , A.D. 2013.

Notary Public

# LEASE

This agreement is made this 18<sup>th</sup> day of August, 2009, between the **Illinois Eastern Community College District No. 529**, as Lessor, and the **City of Olney, Illinois**, a municipal corporation, as Lessee:

The Lessor leases to the Lessee the following described premises situated in the City of Olney, County of Richland and State of Illinois:

The circle drive, median, and access road located near the Northwest corner of the intersection of Illinois Route 130 and St. John Street in the City of Olney, and a tract of land forty-seven feet (47') square located immediately west of said circle drive, as more particularly shown on the aerial photograph attached hereto and incorporated herein by reference.

To hold these premises unto the Lessee for a term of twenty (20) years beginning on the date of execution of this agreement, subject to the following terms and conditions:

1. <u>Renewal and Termination</u>: Lessor and Lessee each have the right to terminate this lease by giving the other party six months' written notice of the election to terminate. Lessee has the right to renew this lease for a further period of twenty (20) years on the same terms and rental by giving the Lessor six months' written notice of the election to renew. Any notice to the Lessor may be served by mailing a copy of the notice to the Lessor from time to time in writing may appoint. Any notice to the Lessee may be served by mailing a copy of the notice to the Lessee at 300 S. Whittle Avenue, Olney, Illinois 62450.

2. <u>Rental</u>: Lessee shall pay rent for the premises during the continuance of this lease at the rate of One Dollar (\$1.00) per year payable on the 1st day of January of each year during the term of this lease.

3. <u>Use of Premises</u>: The property shall be used by the Lessee for a park which shall include the location of an oil derrick thereon. The Lessee shall use the property only as permitted by the Zoning Ordinance and any other regulations of the City of Olney or any other governmental authorities. The Lessee shall keep the property in good order and repair as is required for other city parks. The Lessee shall have the right to make such alterations, additions and improvements on the premises as it shall deem necessary, provided that the Lessee shall not construct or allow to continue anything that is an eyesore or is in a dilapidated state.

1. <u>Assignment of Lease</u>: The Lessee shall not assign this lease or sublet the premises or any part thereof without the written consent of the Lessor.

5. <u>Surrender of Premises</u>: Upon the termination of this lease, the Lessee shall surrender the premises to the Lessor in as good condition as at the beginning of the term of this lease. All additions and improvements made during the term of this lease shall be regarded as removable fixtures which shall be removed prior to the termination of this lease. The Lessee specifically agrees to remove the oil derrick and any other additions and improvements at its own cost and without any obligation on the part of the Lessor to pay any of the costs of removal.

6. <u>Insurance</u>: The oil derrick and any other buildings or structures placed on the leased premises shall be insured by Lessee and the Lessee shall be solely responsibility for the normal maintenance and repair of the buildings and structures. The Lessee shall provide general liability insurance for the protection of the public. The Lessee agrees to indemnify and hold the Lessor harmless from any and all liability as a result of the placement of the oil derrick and any other structures on the leased premises and the use of the leased premises for a city park.

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

LESSOR: ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

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

IECC Board Chairman

ATTEST:

IECC Board Secretary

LESSEE: CITY OF OLNEY, ILLINOIS

By:\_\_\_

City of Olney Mayor

ATTEST:

City of Olney Clerk

# SUB-LEASE AGREEMENT BETWEEN C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION (WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM) AND ILLINOIS EASTERN COMMUNITY COLLEGES

- 1. The Lease Agreement entered into this 21st day of December, 2015 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and C.E.F.S. Economic Opportunity Corporation (Workforce Innovation and Opportunity Act Program), whose address is 1805 South Banker Street, Effingham, Illinois 62401-0928, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
- 2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC Main Street Office at 218 East Main Street, Olney, Illinois 62450 (approximately 120 sq. ft.), and to share common space of the building that includes the break room, restrooms and conference room, to be used exclusively as an office facility for the facilitation of the Workforce Innovation and Opportunity Act Program to allow local residents to obtain necessary job skills that will lead to employment.
- 3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2016 through June 30, 2017 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
- 4. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$125.00. The rent shall be due by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$125.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
- 5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
- 6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
- 7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby

leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.

- 8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.
- 9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
- 10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
- 11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed \_\_\_\_\_\_.

~	LESSEE: C.E.F.S. Economic Opportunity
Corporation	
	1805 South Banker Street
	Effingham, IL 62401-0928
	By:
	Its: Paul D. White, Chief Executive Officer CORPORATE SEAL
WITNESS:	

LESSOR: Illinois Eastern Community Colleges 233 East Chestnut Olney, IL 62450 By:

Its: Terry Bruce, Chief Executive Officer CORPORATE SEAL

WITNESS:

CEFS-Lease Agreement-FY16-Illinois Eastern Community Colleges-Olney-WIOA-3312015

### LEASE

WHEREAS, the Frontier Community College Foundation, hereinafter Foundation, purchased a facility commonly known as Fitness Center/Theatre, located adjacent to the campus of Frontier Community College, for the use of the Foundation and Illinois Eastern Community College District #529/Frontier Community College, hereinafter the College.

WHEREAS, the Foundation agrees to extend the lease of the property to the College to June 30, 2017.

WHEREAS, the Foundation agrees to allow the College access and usage of the facility for students, staff, and Board of Trustee activities,

WHEREAS, the College agrees to provide maintenance to the building's interior and exterior, and to provide janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Theatre from the budget at Frontier Community College,

WHEREAS, the Foundation and College plan to make certain leasehold improvements to the facility, the parties agree that such improvements will become the property of the College.

WHEREAS, the Foundation agrees that any fixtures purchased and installed by the College will remain the property of the College. At the termination of this agreement, the College shall be allowed to remove such fixtures if such removal does not cause substantial damage to the facility.

THEREFORE, be it resolved by the College and the Foundation that the parties agree to the conditions set forth above.

Chief Executive Officer Illinois Eastern Community College District #529 President Frontier Community College Foundation

Adopted this 16<sup>th</sup> day of June 2015

Adopted this 16th day of June, 2015

# Agenda Item #8G

Scholarship Endowment Agreement with Illinois Manufacturers' Association

### MEMORANDUM

TO:	Board of Trus	Board of Trustees					
FROM:	Terry L. Bruc	Terry L. Bruce					
DATE:	June 21, 2016	June 21, 2016					
RE:	Scholarship Association	Endowment	Agreement	with	Illinois	Manufacturers'	

The Illinois Manufacturers' Association (IMA) has granted to Illinois Eastern Community Colleges a \$25,000 grant for scholarships. The funds are to be used to encourage community colleges and member companies of the IMA to provide internships at their manufacturing facilities for students.

The IMA has submitted for Board approval, an endowment agreement. Under the agreement, IECC agrees to appropriately select students for the scholarship/internship and to work with area manufacturing companies. The scholarship/internship may cover tuition, fees, books, equipment, and other student related expenses such as child care or transportation. The duration of the scholarship shall not exceed one academic year.

I ask the Board's approval of this scholarship endowment agreement with the IMA.

TLB/rs

Attachment

# Scholarship Endowment Agreement Illinois Manufacturers Association Education Foundation

## I. Establishment

The Illinois Manufacturers Association Education Foundation (Foundation) and Illinois Eastern Community Colleges (Recipient) hereby agree to establish the IMA Education Foundation Endowed Scholarship (Endowment) per the terms of this agreement, to become effective on such date as the Recipient has received funds from the Foundation and thereafter.

# **II.** Purpose

The Scholarship was started in 2015 by the Foundation to provide assistance to students in manufacturing related programs of study at Illinois Eastern Community Colleges. The Foundation's mission is to be the premier influencer of education programs designed to attract and develop Illinois' future manufacturing workforce. We do this by providing both financial support to school districts, community colleges, vocational schools and Illinois' four-year institutions and by encouraging member companies of the IMA to provide internships at their manufacturing facilities for students and opportunities for educators to observe and discuss the needs of manufacturers in their area.

## **III Funding**

- 1. The Foundation is making an initial contribution of \$25,000.00.
- 2. Gifts totaling \$25,000.00 are pledged by the Foundation to be completed by August 1, 2016.
- 3. The Foundation, or any other individual or organization, may at any time, with the consent of the Foundation make additional contributions on behalf of the Foundation, designated for addition to the IMA Education Foundation Endowed Scholarship fund.
- 4. In the event the Foundation is unable to fulfill any portion of this pledge by the date specified above, and the Foundation possesses insufficient funds to meet the minimum funding level required by the agreement, the Recipient understands the IMA Education Foundation Endowed Scholarship may be dissolved without further notice or obligation on its part to perform.
- 5. A Recipient shall be a community college located in the State of Illinois who:
  - a. Has worked collaboratively with the IMA Education Foundation in establishing programs of study that
    - i. Implement of the Manufacturers Education Initiative
    - ii. Offers Dual Credit opportunities to High School students in the district
    - iii. Has demonstrated an effective outreach strategy to district manufacturing employers

## **IV Investment**

- 1. All contributions from the Foundation to the Recipient may, for investment purposes, be merged with any of the investment assets of the Recipient, but this gift shall be entered separately in the Recipient's books and records as the IMA Education Foundation Endowed Scholarship account.
- 2. Distribution shall be made from the Endowment by the Recipient and used for the purposes enumerated in this agreement.
- 3. The investment of funds shall be in accordance with the by-laws of the Recipient and any applicable state statues or federal laws.
- 4. In no case shall the Foundation be held liable for the investment decisions, performance or other actions of the Recipient with respect to investment losses which reduce the value of the endowed amount, or any unlawful acts by the Recipient.

# V. Selection

- 1. Selection of scholarship recipients shall be made by the Recipient's scholarship selection committee in accordance with the conditions set by the Foundation. Applicants must:
  - a. Must be residents of the community college district, and
  - b. Enroll in a Manufacturing related program(s) of study, and
  - c. Maintain a minimum GPA of 2.0 on a 4.0 scale
- 2. To help determine successful scholarship recipients the scholarship selection committee may take into account voluntary community or extra-curricular activity performed by the applicant.

# VI. Amount and Terms of Scholarship

The actual amount and terms of scholarship awards shall be determined each year by the Recipient in accordance with the general provisions herein. Subject to the availability of funds, the scholarship may cover all or part of tuitions and may provide support for Fees, Books/Equipment or other necessary expenses such as child care or transportation support. Additional purposes must be presented to and approved by the Foundation.

The duration of any scholarship shall not exceed one academic year. Failure of the student to remain in good academic standing or to make satisfactory progress towards completion of a degree or certificate may result in withdrawal of the scholarship.

In any year there are no qualified applicants, distributions may be accumulated or reinvested by the Recipient. The Recipient shall notify the Foundation of such occurrence and provide information as to the reason(s) no scholarships were awarded for the academic year. When accumulated funds are sufficient for more than one scholarship in any given academic year, two or more scholarship recipients may be selected.

# **VII.** Administration

The Recipient shall furnish the Foundation with the name, title and contact information of the person responsible for administration of the endowed scholarship funds. The

Foundation may require the submission of reports as it deems necessary for its accounting procedures and policies.

# **VIII.** Amendments

This agreement may be amended by written mutual consent of the Foundation and the Recipient.

If changed circumstances should at some future time cause the continuation of this scholarship to be inappropriate or impractical, the Foundation may re-designate the purpose of the Endowment constituting this scholarship and the distributions therefrom, provided that the fund shall continue to bear the name of the IMA Education Foundation Scholarship Endowment and that the amended terms shall adhere as closely as possible to the Foundation's original intent.

# **IX. Reports**

The Recipient shall render reports and statements regarding this Endowment to the Foundation at convenient intervals, but at least annually. The Books and records shall be available for inspection by the Foundation at all reasonable times.

# This space intentionally left blank

Agreed to by our signatures:

For the IMA Education Foundation

For the Recipient

Gregory W. Baise Treasurer G. Andrew Fischer Chairman, IECC Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agenda Item #8H

# FY2017 Budget Resolution

Agenda Item #8H

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2016

RE: FY2017 Budget Resolution

The Board is required to establish a budget for each fiscal year. The attached Budget Resolution is submitted to the Board for its approval.

The Resolution sets forth the fiscal year, dates for publication of the notice of a public hearing on the budget, establishes a date by which a tentative budget will be available for public inspection, establishes a public hearing on the budget for September 20 at Wabash Valley College, and states that the budget will be adopted by the Board on September 20, 2016, following the hearing.

I ask the Board's approval of the Budget Resolution.

TLB/akb

Attachment

### BOARD OF TRUSTEES RESOLUTION BUDGET FY2017

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2017 fiscal year:

- 1. Date of Fiscal Year: July 1, 2016 June 30, 2017.
- 2. Publication of Notice of Public Hearing on Budget: On or before August 10, 2016.
- 3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 10, 2016.
- 4. Mailing Tentative Budget to Board of Trustees: August 10, 2016.
- 5. Public Hearing on Budget: September 20, 2016, at the hour of 7:00 p.m. local time, Wabash Valley College, 2200 College Drive, Mt. Carmel, IL 62863.
- 6. Adoption of Budget: September 20, 2016, following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES, ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529

Chairman, Board of Trustees

June 21, 2016

Date

Secretary, Board of Trustees

June 21, 2016

Date

Agenda Item #8I

**Payment of Accrued Bills** 

Agenda Item #8I

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2016

RE: Payment of Accrued Bills

The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills accrued in June, but received in July, as expenses for FY2016. By July 20 all FY2016 accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

At each regular Board meeting, the Board receives an electronic copy of bills for review and payment. At the August Board meeting, that electronic report will include current bills for approval <u>plus</u> the bills that were paid in the accrual period. Each of these accrual period payments will be designated with an A (for accrual) beside the vendor.

This procedure has been followed in prior years and I request the Board's approval to pay the FY2016 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting.

TLB/akb

# Agenda Item #8J

Appointment of Board Audit Committee

<mark>Agenda Item #8J</mark>

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2016

RE: Appointment of Board Audit Committee

Board members John Brooks and Gary Carter currently serve as members of the Board Audit Committee. The Committee is charged with oversight of the District's annual audit. The Committee meets with the District's auditors and makes a complete review of the Audit Report. Committee members then report to the Board and then the Board takes action on the District's required annual audit.

The board should consider the reappointment of Board members Brooks and Carter or make new appointments to the Audit Committee.

TLB/akb

# Agenda Item #8K

**Building and Maintenance Fund Resolution** 

<mark>Agenda Item #8K</mark>

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2016

RE: Building and Maintenance Fund Resolution

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

The attached resolution authorizes the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes, for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

I ask the Board's approval of the Building and Maintenance Fund Resolution.

TLB/akb

Attachment

### BOARD OF TRUSTEES RESOLUTION

#### **BUILDING AND MAINTENANCE FUND**

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

WHEREAS, funds expended for obligations incurred for the improvement, maintenance, repair or benefit of buildings and property, including cost of interior decorating and the installation, improvement, repair, replacement and maintenance of building fixtures, for the rental of buildings and property for community college purposes or for the payment of all premiums for insurance upon buildings and building fixtures shall be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds,

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

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

### BY ORDER OF THE BOARD OF TRUSTEES, ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

	June 21, 2016
Chairman, Board of Trustees	Date
	June 21, 2016
Secretary, Board of Trustees	Date

Agenda Item #8L

**Inter-Fund Loans Resolution** 

Agenda Item #8L

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2016

RE: Inter-Fund Loans Resolution

During each fiscal year, transfers are required to be made between existing designated funds to meet obligations of the District.

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

I ask that the Board adopt the attached resolution which authorizes the Treasurer of the District to make inter-fund loans as required during fiscal year 2017, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2017.

TLB/akb

Attachment

### BOARD OF TRUSTEES RESOLUTION INTER-FUND LOANS

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for fiscal year 2017, pursuant to 110 ILCS 805/3-34, and

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

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for fiscal year 2017, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2017.

BY ORDER OF THE BOARD OF TRUSTEES, ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

Chairman, Board of Trustees

June 21, 2016 Date

	June 21, 2016
Secretary, Board of Trustees	Date

Agenda Item #8M

Working Cash Fund

### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 21, 2016

RE: Working Cash Fund

The Board of Trustees is required to approve a resolution authorizing the permanent transfer of interest earned on the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District.

The Treasurer of the District has or will transfer approximately \$20,000 from the Working Cash Fund to the General Fund prior to June 30, 2016.

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

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately \$20,000 Working Cash Fund interest to the General Fund on or before June 30, 2016.

TLB/akb

Attachment

### BOARD OF TRUSTEES RESOLUTION WORKING CASH FUND

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General Fund on or before June 30, 2016;

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

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

SO BE IT RESOLVED that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$20,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2016.

BY ORDER OF THE BOARD OF TRUSTEES, ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

June 21, 2016Chairman, Board of TrusteesDate

June 21, 2016Secretary, Board of TrusteesDate

**Crawford Memorial Hospital Athletic Training Services Training Contract** 

### MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	June 21, 2016
RE:	Crawford Memorial Hospital Athletic Training Services Training Contract

Crawford Memorial Hospital (CMH) has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2016-2017.

Lincoln Trail College has been extremely satisfied with the services provided by CMH under the existing agreement and LTC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Training Agreement with Crawford Memorial Hospital.

TLB/rs

Attachment

#### ATHLETIC TRAINING SERVICES AGREEMENT

This ATHLETIC TRAINING SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_\_\_, 2016, by and between CRAWFORD HOSPITAL DISTRICT (D/B/A CRAWFORD MEMORIAL HOSPITAL), an Illinois special district of government (hereinafter, "CMH"), and ILLINOIS EASTERN COMMUNITY COLLEGES (hereinafter, the "College") (each of CMH and the College, a "Party" and collectively the "Parties"].

#### RECITALS

WHEREAS, CMH and the College desire to have CMH provide certain athletic training services to the College's campus located at 11220 State Highway 1, Robinson, Illinois (hereinafter, the "Lincoln Trail Campus"), as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and other terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### AGREEMENT

1.1 <u>CMH Athletic Trainers</u>. CMH shall provide to College one or more of CMH's employed licensed athletic trainers (the "Athletic Trainer(s)") to perform the Services (as defined below).

1.2 <u>Term and Termination</u>. The term of this Agreement shall begin on \_\_\_\_\_\_, shall continue for a period of one (1) year, and shall automatically renew for like terms unless earlier terminated earlier by either Party. Either Party may, with or without cause and for any reason whatsoever, terminate this Agreement with thirty (30) days written notice to the other Party.

1.3 <u>Services</u>. During the term of this Agreement, Athletic Trainers shall perform for Lincoln Trail Campus the services listed in Schedule A (the "Services"). CMH shall use commercially reasonable efforts to satisfy its obligations under this Agreement and shall keep the College informed on a regular basis as to CMH's ability to staff the events listed in Schedule A. College's sole remedy for any Athletic Trainer's failure to meet College's expectations regarding the provision of the Services is to notify CMH and request a replacement employee or to terminate this Agreement.

1.4 <u>Consideration</u>. Upon execution of this Agreement and at the commencement of each renewal term, College shall pay to CMH the sum of SIX THOUSAND AND 00/100 DOLLARS (\$6,000.00). In the event either Party terminates this Agreement before the expiration of the initial term or any renewal term, any moneys already paid to CMH for Services not performed shall be promptly reimbursed to the College in such amount as the Parties mutually agree.

1.5 <u>Relationship of the Parties</u>. In the exercise of their respective rights, and the performance of their respective obligations hereunder, the Parties are, and will remain, independent contractors. Nothing in this Agreement will be construed to constitute the Parties as partners, or principal and agent for any purpose whatsoever. <u>Neither Party</u> will bind, or attempt to bind, <u>the</u> other Party to any contract or other obligation, and <u>neither Party</u> will represent to any third party that it is authorized to act on behalf of <u>the</u> other Party to this Agreement. Athletic Trainers are the employees of CMH and not the College.

1.6 <u>Notices</u>. Any notice, request, instruction, or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given (a) when received, if given in person or by courier or a courier service, (b) on the date of transmission, if sent by facsimile or other wire transmission (receipt confirmed), or (c) five business days after being deposited in the mail, certified or registered, postage prepaid:

> If to CMH: If to the College: Crawford Hospital District Lincoln Trail College d/b/a Crawford Memorial Hospital Illinois Eastern Community Colleges 1000 North Allen Street 11220 State Highway 1 Robinson, Illinois 62454 Robinson, Illinois 62454-5707 Facsimile: (618) 546-2682 Facsimile: (618) 544-4705 Attention: Chief Executive Officer Attention: Kevin Bowers

1.7 <u>Indemnification</u>. The Parties agree to defend, hold harmless and indemnify each other, their directors, officers and members from and against any and all losses, damages, claims, demands, suits, actions, expenses and liabilities, including reasonable attorneys' fees and expenses, associated therewith or with successfully establishing the right to indemnification hereunder, which arise out of, in connection with or result from any claim, action or other proceeding, that is based on: (i) the negligent actions or omissions of the indemnifying Party; and (ii) either Party's breach of any of the representations, warranties or covenants contained in this Agreement.

1.8 <u>Confidentiality</u>. The Parties shall comply with all federal and state laws pertaining to medical record confidentiality and disclosure. To the extent, and for so long as required, the Parties represent that they shall make all reasonable efforts to comply with the provisions of 42 U.S.C. § 1171, et. seq. enacted by the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder all amended from time to time, including but not limited to the requirement for a business associate agreement, if applicable.

1.9 <u>Books and Records.</u> The Parties agree that they will allow the Comptroller General of the United States, Health and Human Services, and their duly authorized representatives, access to the contracts, books, documents, and records of both Parties until the expiration of four years after the services are furnished under this Agreement. The access will be provided for in accordance with the provisions of 42 CFR § 420. Furthermore, the Parties agree that if any of the value or cost of any work provided by a subcontractor of one Party to the other Party for any twelve (12) month period has a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more, the subcontractor will be required to sign a similar agreement to make its books and records available for such four (4) year period of time. The Parties further agree they will adhere to the Illinois Local Records Act, 55 ILCS 205/1, et. seq. and any other applicable legal requirement(s).

1.10 <u>Tax Exempt Status</u>. In the event the performance by either Party of any term, covenant, condition or provision of this Agreement should jeopardize CMH's tax exempt status, license, ability to participate in Medicare or Medicaid, or an accreditation by the Joint Commission on Accreditation of Healthcare Organizations or any other state or nationally-recognized accreditation organization, or violate any statue, regulation, ordinance, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, CMH may at its option terminate this Agreement immediately.

Miscellaneous Provisions. (i) This Agreement constitutes the entire agreement between 1.11 the Parties with respect to the subject matter set forth herein and supersedes any prior understandings, agreements, or representations by the Parties, written or oral, to the extent they relate in any way to the subject matter hereof; (ii) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign any of its rights or obligations hereunder, directly or indirectly, without the prior written consent of the other Party; (iii) No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party; (iv) No waiver by a Party of any provision of this Agreement or any default hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default; (v) This Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of <u>Illinois</u> without giving effect to any choice or conflict of law provision or rule (whether the State of <u>Illinois</u> or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of <u>Illinois, and any dispute arising from this Agreement shall be</u> venued in the state and federal courts of Crawford County, Illinois; (vi) This Agreement shall not confer any rights or remedies upon any person (including Athletic Trainer or any replacement employee) other than the Parties; (vii) The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement; (viii) This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by facsimile or electronic transmittal; (ix) Each Party warrants and represents by its execution of the Agreement that it has full power and authority to enter into this Agreement, and this Agreement was adopted by its respective bodies with power to adopt upon proper resolution and vote at a meeting duly and lawfully called and with power to consider this Agreement.

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

CRAWFORD HOSPITAL DISTRICT (D/B/A CRAWFORD MEMORIAL HOSPITAL)	Illinois Eastern Community Colleges
Signature:	Signature:
Name:	Name:
Title:	Title:
Attest:	Attest:
Title:	Title:

#### SCHEDULE A SERVICES

Subject to the conditions set forth in the Agreement, CMH will provide athletic training services to College at the Lincoln Trail Campus consistent with the Illinois Athletic Trainers Practice Act, 225 ILCS 5/1, *et. seq.*, as amended from time to time. Examples of the Services that may be provided include to the extent applicable:

A. Selection, fitting, and maintenance of protective equipment;

B. Assistance to the coaching staff in the development and implementation of conditioning programs;

- C. Counseling of athletes on nutrition and hygiene;
- D. Inspection of athletic training and playing facilities, equipment and supplies;
- E. Coordination with a licensed physician(s) to provide:
  - (i) pre-competition physical exam and health history updates,
  - (ii) game coverage or phone access to a physician or paramedic,
  - (iii) on-site and follow-up injury care,
  - (iv) reconditioning programs, and
  - (v) assistance on other matters pertaining to the health and well-being of athletes.
- F. With a physician, determination of when an athlete may safely return to full participation post-injury; and
- J. Maintenance of records of athletic injuries and treatments rendered.

Services shall be provided at the following events, listed in order of priority<sup>1</sup>:

- Home game coverage for women's volleyball;
- Home game coverage for men's basketball;
- Home game coverage for women's basketball;
- Home game coverage for men's baseball;
- Home game coverage for women's softball;
- Coverage for post-season tournaments hosted at the Lincoln Trail Campus; and

<sup>&</sup>lt;sup>1</sup> Should events overlap, CMH shall determine, in its sole discretion, which event shall be staffed. In the event of Athletic Trainer's inability to attend a scheduled event, whether due to injury or illness or for any other reason, CMH will promptly notify College.

• Week day visits to assess injuries and provide treatment.

College will provide:

• Basic athletic training supplies such as tape, pre-wrap, bandages, AED, etc.

Affiliation Agreement with Crawford Memorial Hospital Emergency Response Program - FCC

### MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	June 21, 2016
RE:	Affiliation Agreement with Crawford Memorial Hospital

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 an affiliation agreement with Crawford Memorial Hospital in Robinson, Illinois for Frontier Community College's Emergency Response Program.

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

TLB/rs

Attachment

### AFFILIATION AGREEMENT Between ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529 FRONTIER COMMUNITY COLLEGE and CRAWFORD MEMORIAL HOSPITAL for EMERGENCY RESPONSE TRAINING

### THIS AGREEMENT made and entered into this 21<sup>th</sup> day of June, 2016, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and CRAWFORD MEMORIAL HOSPITAL, Robinson, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice by students of the PROGRAM, and

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

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

- 1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's 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 Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the EMS Medical Director 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 use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's EMS Medical Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
- 4. The care of the patient will at all times remain the full responsibility of the AGENCY;
- 5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
- 6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current

CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.

- 7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
- 8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
- 9. DISTRICT faculty will:
  - a. be responsible for guiding students and teaching the PROGRAM;
  - b. work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
  - c. coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
  - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical setting;
- 10. The AGENCY's EMS Medical Director will coordinate with the DISTRICT and the AGENCY's preceptor to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives and evaluation forms to be completed by the AGENCY appointed Clinical Supervisor;
- 11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
- 12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
- 13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
- 14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
- 15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
- 16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY;
- 17. The faculty and students of the DISTRICT participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff.

DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;

- 18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
- 19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records. The DISTRICT shall ensure that all students will receive training on the rules of HIPAA prior to the students entering the clinical setting. The DISTRICT shall further ensure that the students will present proof of such training upon request of the Agency;
- 20. 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. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
- 21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program;
- 22. To the extent permitted by applicable law and without waiving any defenses, DISTRICT 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 DISTRICT 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 DISTRICT against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by DISTRICT in defending or compromising actions brought against DISTRICT arising out of or related to the AGENCY'S performance of duties hereunder. DISTRICT liability shall be limited to the amount of insurance coverage required by this agreement, namely one million dollars;
- 23. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
- 24. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 21<sup>th</sup> day of June, 2016.

### ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE

CEO CRAWFORD MEMORIAL HOSPITAL Chairman, IECC Board of Trustees

Director of Nursing

CEO, Illinois Eastern Community Colleges

President, Frontier Community College

**Bid Committee Report** 

## BID COMMITTEE REPORT

June 2016

Frontier Community College
1. 12-Passenger Vans

TO: Board of Trustees

FROM: Bid Committee

DATE: June 21, 2016

RE: 12-Passenger Vans

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 rejecting all bids at this time due to the price exceeding available budget.

12-Passer	nger Vans
Company	Total Bid
Silverthorne Auto Group, Inc.	
Robinson, IL	\$27,965.50

Respectfully submitted,

Roger Browning Terry L. Bruce Renee Smith

Department: Frontier Community College

Source of Funds: 014-5511F-8900-806

Rationale for Purchase: N/A

The "Advertisement for Bids" was placed in the Olney Daily Mail for one (1) day. In addition, individual invitations to bid were sent directly to twenty-five (25) potential vendors.

### Specifications for Two (2) 12-Passenger Vans

2013 or Newer 12-Passenger Van, 40,000 miles or less (in-stock) meeting the following specifications:

- Extended Wheel Base
- Specify Remaining Warranty
- Gas V8
- Automatic 4-Speed
- 4-Wheel Anti-lock Brakes
- Power Steering
- Cruise Control
- Tilt Steering Wheel
- AM/FM Radio
- 3<sup>rd</sup> Row Seating
- Rubber Floor Mats (Optional)
- Front and Rear Heat
- Front and Rear Air Conditioning
- Intermittent Wipers (Optional)
- No Sliding Doors
- Body and Interior Must be in Excellent Condition
- Interior Must be Smoke Free/Odor Free

Note: Following Board approval, bids will be awarded on June 21, 2016.

### Specifications for Two (2) 12-Passenger Vans Continued:

We will be purchasing  $\underline{\text{two}}(2)$  vans, and you may submit a bid for one (1), two (2) or both vans. Please list your bids below:

Van Year	Color	Mileage
Make	Model	Bid
Van Year	Color	Mileage
Make	Model	Bid
Van Year	Color	Mileage
Make	Model	Bid
Vor Voor	Color	Milaasa
van rear	Color	Mileage
Make	Model	Bid
Van Year	Color	Mileage
Make	Model	Bid
All frei	ght, delivery, municipal l	icense and title charges <b>are included in bid</b> .
Signature		Telephone #
Print Name		Fax #
Company		Date
Address		

Note: Please submit bid in <u>duplicate.</u>

## **District Finance**

A. Financial Report B. Approval of Financial Obligations

## ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

## TREASURER'S REPORT May 31, 2016

FUND	BALANCE
Educational	\$7,148,905.91
Operations & Maintenance	\$1,000,102.38
Operations & Maintenance (Restricted)	\$347,565.86
Bond & Interest	\$618,546.01
Auxiliary	\$606,019.55
Restricted Purposes	(\$82,653.56)
Working Cash	\$207,886.59
Trust & Agency	\$453,425.73
Audit	(\$8,544.58)
Liability, Protection & Settlement	\$735,480.86
TOTAL ALL FUNDS	\$11,026,734.75

Respectfully submitted,

Roger Browning, Treasurer

#### ILLINOIS EASTERN COMMUNITY COLLEGES Combined Balance Sheet - All Funds May 31, 2016

### ALL FUNDS

	Fiscal
	Year
	2016
ASSETS:	
CASH	11,026,735
IMPREST FUND	21,400
CHECK CLEARING	12,500
INVESTMENTS	15,590,000
RECEIVABLES	3,548,317
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	605,104
OTHER ASSETS	460,386
TOTAL ASSETS AND OTHER DEBITS:	31,264,442
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	227,502
ACCOUNTS PAYABLE	110,668
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	3,367,689
OTHER LIABILITIES	458,380
TOTAL LIABILITIES:	4,164,239
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	2,700,929
PR YR BDGTED CHANGE TO FUND BALANCE	303,317
FUND BALANCES:	
FUND BALANCE	21,736,805
RESERVE FOR ENCUMBRANCES	2,359,152
TOTAL EQUITY AND OTHER CREDITS	27,100,203
	04.004.440
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	31,264,442

#### ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets AS OF May 31, 2016

ALL FUNDS

	FY 2016
	YEAR-TO-DATE
REVENUES:	
LOCAL GOVT SOURCES	7,220,185
STATE GOVT SOURCES	4,549,093
STUDENT TUITION & FEES	13,358,368
SALES & SERVICE FEES	3,284,126
FACILITIES REVENUE	10,258
INVESTMENT REVENUE	162,241
OTHER REVENUES	237,086
TOTAL REVENUES:	28,821,357
EXPENDITURES:	
INSTRUCTION	11,123,852
ACADEMIC SUPPORT	400,292
STUDENT SERVICES	1,603,870
PUBLIC SERV/CONT ED	36,198
OPER & MAINT PLANT	2,608,649
INSTITUTIONAL SUPPORT	10,256,645
SCH/STUDENT GRNT/WAIVERS	7,035,160
AUXILIARY SERVICES	4,682,995
TOTAL EXPENDITURES:	37,747,661
TRANSFERS AMONG FUNDS:	
INTERFUND TRANSFERS	65,000
TOTAL TRANSFERS AMONG FUNDS:	65,000

NET INCREASE/DECREASE IN NET ASSETS	-8,861,304
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#### Illinois Eastern Community Colleges

**Operating Fund Analysis** 

CASH BASIS

July 1, 2015 -- May 31, 2016

			Total
	Education	O & M	Operating
REVENUES:	Fund	Fund	Funds
Local Government Sources	2,773,996	1,187,803	3,961,799
State Government Sources - Current Year	4,549,093	-	4,549,093
State Government Sources - Prior Year	2,165,592	-	2,165,592
Net Tuition and Fees	5,879,637	4,905	5,884,542
Sales & Service Fees	90,218	-	90,218
Facilities Revenue	-	8,968	8,968
Investment Revenue	75,699	25,369	101,068
Other Revenues	105,471	7,404	112,875
TOTAL REVENUES:	15,639,706	1,234,449	16,874,155

#### EXPENDITURES:

496,242 865,370 198,532 124,885 63,726 104,036 67,671	258,413 157,884 3,787 26,630 963,635 49,217 307	754,655 1,023,254 202,319 151,515 1,027,361 153,253 67,978
865,370 198,532 124,885 63,726	157,884 3,787 26,630 963,635	1,023,254 202,319 151,515 1,027,361
865,370 198,532 124,885	157,884 3,787 26,630	1,023,254 202,319 151,515
865,370 198,532	157,884 3,787	1,023,254 202,319
865,370	157,884	1,023,254
)	,	,
496,242	258,413	754,655
2,182,431	183,092	2,365,523
13,859,808	788,416	14,648,224

TRANSFERS :			
Interfund Transfers	(1,439,897)		(1,439,897)
TOTAL TRANSFERS:	(1,439,897)	-	(1,439,897)
NET INCREASE / (DECREASE)	(3,762,892)	(1,196,932)	(4,959,824)

#### OPERATING FUNDS COMPARISON REPORT FY14-16

		FISCAL YEAR 2014		FISCAL YEAR 2015			CAL YEAR 2016	3			
College	Category	Anticipated Budget	Spent Thru May	% of Bdgt	Anticipated Budget	Spent Thru May	I % of Bdgt	Anticipated Budget	Spent Thru May	% of Bdgt	% of Year
	0,	, j		5	0	,	0	Ĵ		0	
Frontier	Bills		\$ 1,088,600			\$ 1,517,70			\$ 1,448,201		
	Payroll	<b>•</b> • • <b>•</b> • • • • • • • • • • • • • •	1,697,107	<b>0</b> 4 6 4	<b>•</b> • • • • • • • •	1,909,4		• · · · · · · · -	1,977,512		
	Totals	\$ 3,458,802	2,785,707	81%	\$ 4,283,530	3,427,1	32 80%	\$ 4,230,407	3,425,713	81%	92%
Lincoln Trail	Bills		1,554,268			1,715,5	00		1,621,349		
	Payroll		2,202,381			2,158,1	19		2,160,042		
	Totals	\$ 4,494,153	3,756,649	84%	\$ 4,540,934	3,873,6	19 85%	\$ 4,505,520	3,781,391	84%	92%
Olney Central	Bills		2,223,522			2,175,2	04		2,085,595		
	Payroll		4,747,866			4,400,8	82		4,342,978		
	Totals	\$ 7,839,976	6,971,388	89%	\$ 7,866,901	6,576,0	86 84%	\$ 7,696,886	6,428,573	84%	92%
Wabash Valley	Bills		2,338,100			2,463,0	46		2,529,236		
	Payroll		2,909,156			2,910,7	28		2,977,597		
	Totals	\$ 6,078,045	5,247,256	86%	\$ 6,111,313	5,373,7	74 88%	\$ 6,176,922	5,506,833	89%	92%
Workforce Educ.	Bills		3,994,754			3,298,4	34		3,371,005		
	Payroll		1,713,029			1,438,3	06		1,341,848		
	Totals	\$ 6,193,255	5,707,783	92%	\$ 5,577,344	4,736,7	40 85%	\$ 5,467,706	4,712,853	86%	92%
District Office	Bills		288,662			288,8	55		294,657		
	Payroll		879,229			901,5	77		944,802		
	Totals	\$ 1,298,178	1,167,891	90%	\$ 1,318,178	1,190,4	32 90%	\$ 1,351,446	1,239,459	92%	92%
District Wide	Bills		1,582,455			1,774,1	98		1,430,975		
	Payroll		695,788			806,2	18		903,445		
	Totals	\$ 2,753,908	2,278,243	83%	\$ 2,791,650	2,580,4	16 92%	\$ 2,771,727	2,334,420	84%	92%
GRAND TOTALS		\$32,116,317	\$ 27,914,917	87%	\$32,489,850	\$ 27,758,19	9 85%	\$32,200,613	\$27,429,242	85%	92%

## ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report May 31, 2016

	FY 20	016	FY 20	15	Increase (Decrease)
	Amount	% of Total	Amount	% of Total	
Salaries	14,648,224	53.40%	14,525,259	52.33%	122,965
Employee Benefits	2,365,523	8.62%	2,245,395	8.09%	120,128
Contractual Services	754,655	2.75%	899,105	3.24%	(144,450)
Materials	1,033,314	3.77%	1,486,291	5.35%	(452,977)
Travel & Staff Development	202,319	0.74%	269,033	0.97%	(66,714)
Fixed Charges	151,515	0.55%	165,804	0.60%	(14,289)
Utilities	1,027,361	3.75%	1,042,807	3.76%	(15,446)
Capital Outlay	153,253	0.56%	194,170	0.70%	(40,917)
Other	7,093,078	25.86%	6,930,335	24.97%	162,743
	27,429,242	100.00%	27,758,199	100.00%	(328,957)

Chief Executive Officer's Report

**Executive Session** 

**Approval of Executive Session Minutes** 

A. Written Executive Session MinutesB. Audio Executive Session MinutesC. Semi-Annual Review of Executive Session Minutes

## **Approval of Personnel Report**

**Collective Bargaining** 

Litigation

**Other Items** 

Adjournment

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

5/31/2016