ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

August 20, 2019



Location:

Lincoln Trail College 11220 State Highway 1 Robinson, Illinois 62454

Dinner – 6:00 p.m. – Lincoln Room Meeting – 7:00 p.m. – Cafeteria 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

August 20, 2019 7:00 p.m. Lincoln Trail College Cafeteria

1.	Call to Order & Roll Call	Chairman Fischer
2.	Disposition of Minutes	Fischer
3.	Recognition of Visitors and Guests	Interim CEO Holt
	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)	Holt
	A. 500.4 Course Repeat	
7.	Policy Second Reading	Holt
	A. None	
8.	Staff Recommendations for Approval	
	A. Articulation Agreement with SIU-C	Martin
	B. Articulation Agreement with Palmer College of Chiropractic	Martin
	C. Program Review Report 2019	Martin
	D. Athletic Training Agreement – OCC	
	E. Athletic Training Agreement – FCC	Holt
	F. Paramedic Education Program Agreement	
	G. OPEID Number	
	H. Tentative Budget Fiscal Year 2020	
	I. Appointment of Search Committee	Holt

9.	Bid Committee Report	Holt
	A. Economic Development Administration Grant	
	1. Equipment Contracts	
10.	District Finance	
10.	A. Financial Report	Hawkins
	B. Approval of Financial Obligations	
11.	Chief Executive Officer's Report	Holt
12.	Executive Session	Holt
13.	Approval of Executive Session Minutes	
	A. Written Executive Session Minutes	
	B. Audio Executive Session Minutes	Holt
14.	Approval of Personnel Report	Holt
15.	Collective Bargaining	Holt
16.	Litigation	Holt
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 Bob Boyles Foundation Hall, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, Tuesday, July 16, 2019.

<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.

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

John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, James Lane, Jan Ridgely. Student Trustee Corey Hall was absent. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(<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:

Marilyn Holt, Interim Chief Executive Officer.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Holly Martin, Chief Academic Officer.

Renee Smith, 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 <u>Tuesday</u>, <u>June 18, 2019</u> were presented for disposition.

<u>Board Action to Approve Minutes:</u> Trustee James Lane made a motion to approve minutes of the foregoing meeting as prepared. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken and the Chair declared the "Ayes" have it and the motion carried.

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

#3-A. Visitors & Guests: Visitors and guests present were recognized.

#3-B. IECEA Representative: None.

AGENDA #4 – "Public Comment" – None.

AGENDA #5 - "Reports" -

#5-A. Report from Trustees: None.

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

#5-C. Report from Cabinet: None.

AGENDA #6 - "Policy First Readings (and Possible Approval)" -

#6-A. Student Consumer Policy 500.33: Holly Martin presented the following revised policy which addresses the District's responsibility in meeting obligations to students in the areas of admissions, marketing and recruitment efforts. The Interim CEO recommended that second reading be waived and that the revised policy be approved.

STUDENT - 500

Student Consumer Policy (500.33)

Date adopted: June 18, 2019

Revised: July 16, 2019, pending Board approval

In accordance with the US Higher Education Act of 1965 and the Higher Learning Commission Policy on Recruiting, Admission and Related Institutional Practices, Illinois Eastern Community Colleges shall make student consumer information available to all current and prospective students. Student Consumer Information shall include, but not be limited to: time to complete degree, cost, typical graduate debt, and whether a program meets licensure requirements be delivered through transparent and ethical methods.

Board Action: Trustee Jan Ridgely made a motion that second reading be waived and that the foregoing Student Consumer Policy 500.33 be revised and approved as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#8-A. Articulation Agreement with SIU-C – Social Services: Holly Martin presented an articulation agreement between Illinois Eastern Community Colleges - Wabash Valley College and Southern Illinois University at Carbondale to facilitate transfer from IECC to SIU-C in the area of Social Work. The Board Chairman recommended approval of the articulation agreement, as listed in full in the agenda, between IECC and SIU-Carbondale.

Board Action: Trustee James Lane made a motion to approve the articulation agreement between IECC and SIU-C as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. 2019-2020 Catalog: Holly Martin reviewed the 2019-2020 IECC Catalog. The catalog lists all courses, programs, degrees and certificates, along with the district policy that applies to operation of the district and its students. Throughout the year, the Board of Trustees is asked to approve changes to the catalog. These changes are added to the electronic version on the IECC website and this amended electronic version becomes the binding document for the district's relationship with students, faculty, and staff. Because high school counselors continue to use the catalog when advising students, the District will print 870 catalogs for a price of approximately \$4580.00. The Board Chairman recommended approval for Creasy Printing Services to print the 2019-2020 Catalog.

<u>Board Action:</u> Trustee Brenda Culver made a motion to approve printing of the 2019-2020 IECC Catalog by Creasy Printing Services as presented and recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Selection of Architectural Firm: Marilyn Holt recommended approval of the following contract with Walk Architecture from Effingham, Illinois for architectural services for the Performing Arts addition at Lincoln Trail College. It was noted that the square footage of the addition to the LTC Performing Arts Building was listed in error in the agreement as listed in the agenda. It was recommended that the contract be amended to read 3,069 square foot addition rather than 35,000 square foot addition. It would now accurately read: Whereas the OWNER intends to contract for Design of a new approximate 35,000 3,069 square foot addition to the Performing Arts Building on the Campus of Lincoln Trail College, Robinson, Illinois.

THIS AGREEMENT made this 6th day of June, 2019 by and between **LINCOLN TRAIL COLLEGE**, 11220 IL-1, Robinson, Illinois 62454 hereinafter called the OWNER, and **WALK ARCHITECTURE**, 17125 East 2000th Avenue, Effingham, Illinois 62401 hereinafter called the ARCHITECT, witnessed

Whereas the OWNER intends to contract for Design of a new approximate 35,000 square foot addition to the **Performing Arts Building** on the Campus of Lincoln Trail College, Robinson, Illinois.

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

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

The Architect will assist the Owner in obtaining approval of the plans and specifications by such authorities as required by law. Site engineering, structural, mechanical, electrical, plumbing and fire protection systems to be design by others.

1. Design Development Phase

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

2. Construction Documents

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

3. Bidding and Negotiation

- 3.1 Once Construction Documents are approved by the Owner, the Architect shall assistance with Bidding and Negotiation Phase of the project.
- 3.2 The Architect shall assist the Owner in preparing the bidding information that includes the date, time and place of the Bid Date. Also the Bid Form that represents the agreement Contractor shall make to the Owner and the Conditions of the Contract for Construction (General, Supplementary and other Conditions) shall be prepared by the Architect. (These documents are located in the Architect's Specifications for the project.)
- 3.3 The Architect shall assist the Owner in contacting prospective contractors, collecting competitive bids, reviewing the bids and proposals, and selecting the most accurate bid and awarding the bid to the prospective contractor. Included in the bid process, the Architect in conjunction with the Owner shall hold a Pre-Bid Conference informing the prospective contractor general information about the project and respond to the prospective contractor's questions as clarifications and interpretations of the Construction Documents. The response to the questions shall be address in addendum to each perspective bidder.
- 3.4 The Architect shall consider the request for substitutions and may assist the Owner in any, if necessary, negotiations with a perspective contractor.

4. Construction Phase

- 4.1 The Architect shall advise and consult with the Owner in the Construction Phase of the project. The Architect shall administer the Contract between the Owner and Contractor as stated in the AIA Document A201-2007, General Conditions of the Contract for Construction. If any modifications are made between the Owner and Contractor, those modifications shall not affect the Architect's services as this agreement states.
- 4.2 The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. (Referenced AIA B101-2007.) The Architect shall not have control over and shall not be responsible for any of the Contractor's, or any person's, negligent acts or omissions in performing portions of the Work.
- 4.3 At appropriate intervals in the project, the Architect shall visit the site to review the project and become familiar with the progression of the Work that is being completed. Also, the Architect shall inform the Owner on the progression of the Work. If noticed, the Architect may note, if any, any deviations, defects or deficiencies to the Owner and/ or Contractor. However, the Architect shall not be required to make exhausted or continuous on-site inspections to check the quality of the Work and the Architect must not be held responsible forth and neglected acts of omissions in the performing of the portions of the work. (Referenced AIA B101-2007.)
- 4.4 The Architect has the authority to reject the Work by the Contractor that does not represent the intention of the Contract Documents.

5. Payment from Owner to Contractor

- 5.1 The Architect shall review and approve the amounts of payment from the Owner to the Contractor.
- 5.2 The request for payment by the Contractor shall be submitted per the AIA Payment Application form.

- 5.3 The approval of the Payment Application by the Architect shall not be a representation that the Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the word, reviewed construction means, methods, techniques, sequences or procedures, reviews copies of requisitions received from the Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right of Payment, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. (Referenced AIA B101-2007.)
- 5.4 The Architect may approve minor changes that may not affect the cost or timeframe of the Work that is to be completed based from the Construction Documents.

B. Payments to the Architect

The Owner agrees to pay said Architect for her basic services a fee based on a **Fixed Rate** of \$22,500 plus Reimbursable Costs and other payments, if any, as specified in Paragraph 3. Extra services as mentioned in Paragraph 3 will be performed only on written order of the Owner.

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

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

C. Extra Services and Special Cases

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

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

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

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

Specialized consultants include but are not limited to the following:

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

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

D. Ownership of Documents

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

E. Surveys, Borings and Tests

The Owner shall, so far as the work under this Agreement may require, furnish the Architect with the following information: complete and accurate surveys of the building site, giving the lines of streets, pavements and adjoining properties, the rights restrictions, easements and boundaries of the building site.

Where required, the Architect will furnish his own topographical surveys. If surveys, tests or soil borings are required, they will be performed or arranged for by the Architect at extra cost. Where it is necessary to subcontract these services, they shall be billed at the rate of 1.1 times the cost to the Architect.

F. Termination

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

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

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

G. Miscellaneous Provisions

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

H. Successors and Assignments

The Owner and the Architect each binds himself, his partners, successors, legal representatives, and assigns to the other party to this agreement and to the partners, successors, legal representatives, and assigns of such other party in respect of all covenants of agreement. Except as mentioned above, neither the Owner nor the Architect shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

THE OWNER and the ARCHITECT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement the day and year first written above.

AGREEMENT BETWEEN OWNER AND MECHANICAL, ELECTRICAL AND PLUMBING ENGINEER

MEP Scope-

Design of the Mechanical Electrical and Plumbing for the Lincoln Trail Performing Arts Addition.

Layout and Specifications and Improvements in this area, as described to us, our fee shall include:

- 1. Review and coordination with the architect, contractor, structural engineer and owner.
- 2. Plumbing Electrical HVAC design drawings in AutoCAD.
- 3. Issue of addendums as required meeting the original project scope.
- 4. Respond to questions during review and bidding period.
- 5. Engineer shall respond to RFI's and provide clarifications to construction documents as required meeting the original project scope.
- 6. Shop drawing review of engineering related equipment as needed.

Scope includes no job site kick off meetings, and limited construction administration services for shop drawing review and response to RFI's. Our fee shall be invoiced monthly based on percentage of completion with 95% due upon issuing drawings for permit.

MEP Fee-

\$7,800

Reimbursable expenses are to be in addition to fees above. These reimbursable expenses include air fare, rental car, fuel, parking, meals, overnight delivery services, courier services, and reproduction costs at \$2.50/sheet for 24 x 36" bond copies.

Lincoln Trail College 11220 State Highway 1 Robinson, IL 62454 July 3, 2019

SUBJECT: Design Services Proposal for Performing Arts Addition

Thank you for the opportunity to provide this engineering proposal. The following depicts our understanding of the scope of work for this project.

PROJECT DESCRIPTION

The project consists of the complete design and development of biddable construction documents and specifications for an addition of the Performing Arts Building. The existing theater is to the north that we will be attaching. This portion of the facility is for preparing the stage, set, actors, etc. prior to entering the stage. The loading and receiving is for performance busses to park and unload and will be at grade level.

We understand the project to include Survey, Civil/Site Engineering, and Structural Engineering services.

The project delivery method will be Design-Bid-Build, and the project phases will include the following:

- Schematic Design (SD) Site Narratives
- Design Development (DD)
- Construction Documents (CD)
- Bidding Phase (BD)
- Construction Administration (CA)
- Record Drawings (RD)

We further understand that:

1. Surveying Services to include:

- Establish and monument vertical and horizontal control
- The field survey will be based on Illinois State Plane Coordinates for Horizontal Location and NAVD88 Vertical
 Datum
- Execute a Topographic Survey of site
- Prepare and maintain original field notes
- Topographic survey to include:
 - Drainage (structures, pipes, flow lines)
 - Site features
 - Topography
 - Lot Lines
 - Vegetated/cultivated areas & Pavement types
 - Utilities as located per JULIE Design Request
- A vicinity map showing the property surveyed in reference to nearby structures
- 0.5 foot contours based upon above said Vertical Datum
- Indication of access to a public way on land such as easements, curb cuts, and driveways
- Location of utilities existing on or serving the surveyed property as determined by observed evidence together with evidence from plans obtained from utility companies or provided by client, and markings by utility companies and other appropriate sources (with reference as to the source of information)
- Manholes, catch basins, valve vaults and other surface indications of subterranean uses
- Utility company installations on the surveyed property. Note: source information from plans and markings will
 be combined with observed evidence of utilities to develop a view of those underground utilities. However,
 lacking excavation, the exact location of underground features cannot be accurately, completely and reliably
 depicted. Where additional or more detailed information is required, the client is advised that limited excavation
 could be necessary

2. Civil/Site Engineering to include:

- NPDES permit for site disturbance
- Stormwater runoff rate calculation/model & water detention
- Environmental compliance checklist form

- Demolition Plan Plan drawing(s) of all expected site and utility demolition items (if required)
- Site Plan Plan drawing(s) of all existing and proposed site improvements (pavement materials, entrances, sidewalks, access roads, fencing, material storage bins, etc.) as well as location data for construction (control points, dimensions)
- Utility Plan Plan drawing(s) of all existing and proposed utilities (sanitary sewers, storm sewers, water service, natural gas service) as well as removal/abandonment of existing service lines (if required)
- Grading and Erosion Control Plan Plan drawing(s) of all existing and proposed grading (contours, spot elevations, min/max slopes) and all proposed erosion control measures (siltation fences, inlet sedimentation checks, siltation basin, etc.)
- Construction Staging Plan Plan drawing(s) of proposed construction staging areas, earth material spoil areas, contractor parking areas, construction access roads, etc.
- Site Details Drawing(s) detailing all site features (pavement sections, entrances, sidewalks, pavement joints, loading dock wall sections, signage, bollards, etc.)
- Utility Details Drawing(s) detailing all utility features (manholes, inlets, cleanouts, pipe trenches, water vaults, fire hydrants, etc.)
- Grading/Erosion Control Details Drawing(s) detailing all grading and construction erosion control
 measures (siltation fences, inlet sedimentation checks, siltation basin, etc.)
- Sewer Profiles Profile drawing(s) detailing new storm and sanitary sewer
- Drainage Area Maps Plan drawing(s) detailing drainage areas and storm water hydraulics, as necessary.

3. Structural Engineering to include:

CDI will prepare the structural analysis of the proposed building with the general scope of work provided as shown below.

Calculations/Reports

Building Code & College Standards

Lateral force resisting systems

Wind loading parameters

Snow loading parameters

Live loading parameters

Seismic loading parameters

Construction Drawings

- Foundation Plans Plan drawing(s) addressing building footings, foundation walls, grade beams, etc.
- Framing Plans Plan drawings containing the floor and roof framing, diaphragms and bracing.
- Structural Details Detail drawing(s) addressing building details, foundation details, sub drainage details, etc.
- Structural General Notes Plan sheet containing design loads, applicable codes, notes for each construction material type and construction inspection requirements.

Specifications

Specifications will be done for all civil site design related construction (site clearing, earthwork, concrete
paving, asphalt paving, paving joint sealants, storm sewer piping, sanitary sewer piping, gas piping, water
piping, etc.). Each section will be written in the Construction Specification Institute MasterFormat, include
a clear statement of the proposed work, and be edited to contain only information pertinent to the project.

Project Management

- Project team meetings: CDI will make a site visit and meet with the project team members as needed in order to discuss project related issues on an as needed basis.
- Jurisdictional meetings: CDI will attend any City of Robinson planning/zoning and site development meetings for this project
- Utility meetings: CDI will attend any meetings with utility companies for coordination
- QA/QC: CDI will employ in-house expertise to check design and construction improvements and modify the construction documents accordingly

Deliverables

Deliverables at each milestone submittal shall include sets of drawings/specifications/etc. as required to adequately convey the project scope at each specific project stage. Anticipated submittal deliverables are summarized below:

- Schematic Design Submittal
- Design Development Submittal
- 50% Design Plan Submittal
- 95% Design Plan Submittal
- Final Design Plan Submittal

EXCLUSIONS/ASSUMPTIONS

- Existing Utility capacity: CDI assumes that the existing utilities surrounding the site, such as water mains, gas mains, sewer mains, etc. are in good condition. CDI will coordinate with a cub-contractor to televise the storm and sanitary sewer lines and perform a condition assessment. CDI assumes that the public and University owned utilities surrounding the site have adequate capacity to provide suitable services for this new project scope of work. Redesign of existing off-site utilities in order to increase capacity or upgrade deteriorated facilities is not in CDI's scope of work, however, CDI can provide this design work as an additional service if needed.
- CDI assumes that the site is free of any environmental mitigation/remediation issues. If issues arise, these
 will be addressed by another environmental engineer, and their remediation design will not be part of CDI's
 project scope of work.
- Scope of work will follow College facility standards, applicable codes, and CDI will work with the Project Team to define/verify code compliance.
- The drawings for this project will be created using AutoCAD Civil 3D and/or Revit.

PROJECT FEES

Site Surveying	\$1,200
Civil/Site Design, Grading, Utilities, Sidewalks, Drainage Design, parking lot	\$1,800
Structural Engineering	\$6,500
Total	\$9,500

This Contract will be a Lump Sum, including reimbursable expenses unless another method is preferred. This proposal has been drafted using all information available at this time. Please let me know if we have made any errors in assumptions, or if any conclusions need to be clarified.

Adam D. Bohnhoff, PE, SE

Effingham Branch Manager 104 N. Second Street, Suite A Effingham, Illinois 62401 <u>abohnhoff@civildesigninc.com</u> www.civildesigninc.com

<u>Board Action:</u> Trustee James Lane made a motion to amend the contract regarding square footage listed for the LTC Performing Arts Addition to read <u>3,069</u> square feet rather than 35,000 square feet and to approve the amended contract with Walk Architecture. The motion was seconded by Trustee Al Henager and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Appointment of Board Audit Committee: Board members John Brooks and Jan Ridgely were appointed as members of the Board Audit Committee. The Committee annually meets with the District's independent auditors to review the completed audit. Committee members then report to the Board and the Board takes action on the audit.

Board Action: Trustee Brenda Culver made a motion to appoint Board members John Brooks and Jan Ridgely to the audit committee. The motion was seconded by Trustee Gary Carter and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Castle Branch Agreement: Marilyn Holt presented the Castle Branch for CB Bridges agreement and explained that this agreement will allow Associate in Applied Science students in Nursing to be placed in selected clinical agencies in Indiana. Mrs. Holt recommended approval of the Castle Branch for CB Bridges agreement for the ADN program.

<u>Board Action:</u> Trustee Brenda Culver made a motion to approve the agreement with Castle Branch as listed in full in the agenda. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees Absent: None. The motion having received 7 yea votes and 0 nay votes the Chair declared the motion carried.

#8-F. Athletic Training Agreement - LTC: Lincoln Trail College has requested the renewal of the existing Athletic Training Services Agreement for services for a one year period to cover academic year 2019-2020. The Interim CEO recommended approval of the athletic training agreement with Crawford Memorial Hospital for Lincoln Trail College.

<u>Board Action:</u> Trustee James Lane made a motion to approve the Athletic Training Agreement for LTC with Crawford Memorial Hospital as listed in full in the agenda. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees Absent: None. The motion having received 7 yea votes and 0 nay votes the Chair declared the motion carried.

#8-G. Affiliation Agreements: - IECC wishes to enter into affiliation agreements with area medical facilities as listed in full in the agenda. These agreements with Fairfield Memorial Hospital, Christopher Rural Health Planning Corporation, Harsha Behavioral Center, and Crawford Memorial Hospital are for the District's programs in Phlebotomy, Associate Degree in Nursing, Medical Coding, Medical Office Assistant, Medical Transcription, and Health Information Technology and are the standard agreement utilized by the district. The Interim CEO recommended approval.

<u>Board Action:</u> Trustee Brenda Culver made a motion to approve the affiliation agreements all on one roll call as recommended and as listed in full in the agenda. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #9 – "Bid Committee Report"</u> – CFO Ryan Hawkins reported that the Bid Committee recommends that all bids received for the Bucket Truck for the FCC Lineman Program be rejected because the bids did not meet bid specifications.

TO: Board of Trustees FROM: Bid Committee DATE: July 16, 2019 RE: Bucket Truck

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 specifications of the request for bids not being met.

Bucket Truck		
Company	Total Bid	
Southwest Equipment		
Lewisville, TX	\$47,500 (2008)	
Southwest Equipment		
Lewisville, TX	\$49,500 (2010)	

Respectfully submitted,

Ryan Hawkins Renee Smith

Department: CTE Leadership Grant.

Source of Funds: This bid is 100% funded through the US Department of Education Career and Technical Education-Basic State Grant as awarded by the Illinois Community College Board for \$50,000 with 0% of the cost of this solicitation financed by non-federal sources.

Rationale for Purchase: N/A.

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

Specifications for Bucket Truck

- Boom: 55 60 feet
- Material handler included
- Two-person bucket

Please list your bids below:

- Gross Vehicle Weight Rating (GVWR): 28,000 33,000 lbs
- PTO Hours: Under 6,000
- Engine: Cummins ISB or ISC or Caterpillar
- Dielectric test must be current

Note: Following Board approval, bids will be awarded on July 16, 2019.

•		
Truck Year	_Color	_Mileage
Make	_Model	_Bid
Truck Year	_Color	_Mileage
Make	_Model	_Bid
Truck Year	_Color	_Mileage
Make	_Model	_Bid

All freight, delivery, municipal license and title charges are included in bid.

Signature	Telephone #
Print Name	Fax #
Company	Date
Address	

This bid is 100% funded through the US Department of Education Career and Technical Education-Basic State Grant as awarded by the Illinois Community College Board for \$50,000 with 0% of the cost of this solicitation financed by non-federal sources.

NOTE: PLEASE SUBMIT BID IN DUPLICATE

Board Action: Trustee Gary Carter made a motion to reject all bids for the FCC Bucket Truck and Trustee Jan Ridgely 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.

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of June 30, 2019.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for July 2019, totaling \$1,031,207.18, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for July 2019, in the amounts listed, and payments from the revolving fund for June 2019. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #11 – "Chief Executive Officer's Report"</u> – Interim CEO Marilyn Holt reviewed the current enrollment numbers.

<u>AGENDA #12 – "Executive Session"</u> – The Board of Trustees went into executive session at 7:41 p.m. and the executive session was adjourned at 8:34 p.m. and returned to regular session. Separate minutes for the closed executive session meeting have been prepared for this meeting.

<u>AGENDA #13 – "Approval of Executive Session Minutes"</u> – No executive session was held during the regular meeting, Tuesday, June 18, 2019.

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

INDEX

- 400.1. Employment of Personnel
- 400.2. Notice of Reassignment
- 400.3. Change-in-Status
- 400.4. Salary Adjustment
- 400.5. Authority for Interim CEO to hire Faculty prior to August Board meeting
- 400.6. Special Assignments FY2020
- 400.7. Academic Year 2019-2020 Educational Level Change
- 400.8. Approval of Proposed Non-College Employment
- 400.9. Resignation Ratification

400.1. Employment of Personnel

A. Faculty

1. Cori Witsman, Nursing Instructor, OCC (WVC), effective August 8, 2019.

B. Professional/Non-Faculty – Non-Exempt

- 1. Tona Ambrose, Full-Time Temporary Director of College Access, LTC, effective August 1, 2019.
- 2. Shawn Hall, Full-Time Temporary Head Soccer Coach, LTC, effective August 1, 2019.

400.2. Notice of Reassignment

A. Faculty

1. Laurie Jenkins, Health Programs Instructor, LTC, to Nursing Instructor, LTC, effective August 8, 2019.

400.3. Change-in-Status

A. Professional/Non-Faculty – Exempt

1. Leslie Scott, Assistant Director Emergency Preparedness Management, FCC to Director of Paramedicine, FCC, effective July 17, 2019.

400.4. Salary Adjustment

A. Professional/Non-Faculty – Exempt

1. Scott Meserole, O&M Team Leader/Coordinator, Fire Science, FCC, effective July 1, 2019.

400.5. Authority for Interim CEO to hire Faculty prior to August Board meeting.

400.6. Special Assignments FY 2020 (attachment)

400.7. Academic Year 2019-2020 Educational Level Change

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Sarah Bergbower	M	M+12	\$1,000
Becky Coleman	M	M+12	\$1,000
Logan Marshall	AA	AA+32	\$1,000

400.8. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	Hours per Calendar Year
Brittany Caparas	Good Samaritan Hospital	720
	Vincennes, IN	

400.9. Resignation Ratification

A. Professional/Non-Faculty, Non-Exempt

1. Kalie Naas, Director of Learning Skills Center, WVC, effective August 5, 2019.

B. Classified

- 1. Brittany Stone, Bookstore Assistant, LTC, effective June 27, 2019.
- 2. Kathy Sutton, Custodian, FCC, effective August 10, 2019.

Special Assignments Frontier Community College

		Approved	Recommended
Academic		2018-19	2019-20
1. Rodney Maxey	Lead Inst Auto Tech	\$550 *	\$550 *
2. Jodi Peach	Lead Inst Health Informatics	\$550 *	\$550 *
3. Gerry Kinney	Lead Inst Electrical Distribution	\$550*	\$550*
	Systems		

^{* \$100} of Lead Instructor Stipend is paid by Assessment budget.

Special Assignments Lincoln Trail College

		Approved	Recommended
Academic		2018-19	2019-20
1. Jesse Allen	Lead Inst Telecommunications	\$650*	\$650*
2. Reno Bemont	Lead Inst Welding		\$550*
3. Tyler Browning	Lead Inst Sport Management	\$550 *	\$550 *
4. TBD	Lead Inst Health Programs (Medical Assistant, Electronic Medical Records, & Pharmacy Technician)	\$550 *	\$550 *
Other			
1. Chris Ellington	O & M Team Leader	\$5,825	\$7,500

^{* \$100} of Lead Instructor Stipend is paid by Assessment budget.

Special Assignments Olney Central College

		Approved	Recommended
Academic		2018-19	2019-20
1. Lonnie Barnes	Lead Inst Collision Repair	\$550 *	\$550 *
	Tech		
2. Shasta Bennett	Lead Inst Human Resource		\$550*
	Assistant		

3. Tyler Boyles	Lead Inst CRT Auto Service	\$550 *	\$550 *
	Tech		
4. Curtis Marshall	Lead Inst Welding	\$550 *	\$550 *
5. Amie Mayhall	Lead Inst Medical Office	\$600 *	\$600 *
	Assistant		
6. Logan Marshall	Lead Inst Industrial	\$550 *	\$550 *
	Maintenance		
7. Kristi Urfer	Lead Inst Accounting	\$600 *	\$600 *
Other			
1. Clay Atkins	O & M Team Leader	\$5,825	\$7,500

 $^{\ ^*\ \$100}$ of Lead Instructor Stipend is paid by Assessment budget.

Special Assignments Wabash Valley College

		Approved	Recommended
Academic		2018-19	2019-20
1. John Day	Lead Inst Social Services	\$550 *	\$550 *
2. Jay Carter	Lead Inst Advanced	\$550 *	\$550 *
	Manufacturing		
3. Kyle Peach	Lead Inst Radio/TV	\$550 *	\$550 *
4. Scott Balding	Lead Inst Diesel Equipment	\$600 *	\$600 *
	Tech		
5. Carla Cadwalade	r Lead Inst Early Childhood Dev	\$550 *	\$550 *
6. Steve Hnetkovsk	y Lead Inst Agriculture	\$550 *	\$550 *
	Production		
7. Doug Robb	Lead Inst Agriculture Business	\$550 *	\$550 *
8. David Wilderman	Lead Inst Marketing	\$550 *	\$550 *
9. Brian Wick	Lead Inst Gunsmithing	\$550 *	\$550 *
10. Joseph Brown	Lead Inst Truck Driving	\$550 *	\$550 *
Other			
1. Adam Roesch	O & M Team Leader	\$5,825	\$7,500

^{* \$100} of Lead Instructor Stipend is paid by Assessment budget.

Special Assignments District Office

	Commissation		Approved	Recommended
	-Curricular		2018-19	2019-20
1.	Mary Morris	Faculty Coordinator of Student Learning Assessment – FCC	\$4,000	\$4,000
2	Travis Matthews	Faculty Coordinator of Student	\$4,000	\$4,000
۷.	Travis Matthews	Learning Assessment – LTC	34,000	\$4,000
3.	Kelly Payne	Faculty Coordinator of Student	\$4,000	\$4,000
		Learning Assessment – OCC		
4.	Scott Balding	Faculty Coordinator of Student Learning Assessment – WVC	\$4,000	\$4,000
5.	Tammie Bohnhoff	Math Discipline Facilitator – OCC	\$1,000	\$1,000
6.	Cindy Boyce	Social & Behavioral Science Discipline Facilitator – LTC	\$1,000	\$1,000
7.	Allen Brown	Math Discipline Facilitator – WVC	\$1,000	\$1,000
8.	Carrie Brown	Life & Physical Science Discipline Facilitator – LTC	\$1,000	\$1,000
9.	TBD	Life & Physical Science Discipline Facilitator – WVC	\$1,000	\$1,000
10.	Rebecca Carmack	Humanities/Fine Arts Discipline Facilitator – LTC	\$1,000	\$1,000
11.	Nixie Hnetkovsky	Life & Physical Science Discipline Facilitator – FCC	\$1,000	\$1,000
12.	Nixie Hnetkovsky	Social & Behavioral Science Discipline Facilitator – FCC		\$1,000
13.	Jason Hortin	Social & Behavioral Science Discipline Facilitator – OCC	\$1,000	\$1,000
14.	Chris Mathews	Life & Physical Science Discipline Facilitator – OCC	\$1,000	\$1,000
15.	Drew McMurray	Social & Behavioral Science Discipline Facilitator – WVC	\$1,000	\$1,000
16.	Linda Monge	Math Discipline Facilitator – FCC	\$1,000	\$1,000
	Mary Morris	English/Communications Discipline Facilitator – FCC	\$1,000	\$1,000
18.	Kelly Payne	English/Communications Discipline Facilitator – OCC	\$1,000	\$1,000
19.	Heather Sandy	Humanities/Fine Arts Discipline Facilitator – OCC	\$1,000	\$1,000
20.	Kim Schucker	Math Discipline Facilitator – LTC	\$1,000	\$1,000

21. Jill Winter	English/Communications	\$1,000	\$1,000
	Discipline Facilitator – WVC		
22. Ann Wolven	English/Communications	\$1,000	\$1,000
	Discipline Facilitator – LTC		

ADDENDUM

400.10. Approval of Proposed Non-College Employment

Name Employer Hours per Calendar Year
Jesse Allen J & K Fiber 144

#14-A. Board Action to Addend Personnel Report: Trustee Al Henager made a motion to addend the Personnel Report, to add an addendum for items under 400.10 and to amend item 400.8 Approval of Proposal of Non-College Employment to be corrected to read:

Name Employer Hours per Calendar Year

Brittany Caparas Good Samaritan Hospital 720 216

Vincennes, IN

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

AGENDA #15 - "Collective Bargaining" -

#16-A. Consideration of Collective Bargaining Agreement with IECEA: The Director of Human Resources Tara Buerster reviewed the Collective Bargaining Agreement with the Illinois Eastern Colleges Education Association and the Interim CEO Marilyn Holt recommended approval of a new two-year contract between the Board of Trustees of Illinois Eastern Community Colleges, District No. 529 and the Illinois Eastern Colleges Education Association, IECEA, IEA-NEA. The contract was ratified by the Faculty Union on July 3, 2019. It calls for a 2.65% base salary increase for the 2019-2020 academic year, and a 2.65% increase for the 2020-2021 academic year. Among other topics addressed in the new contract are overload pay, summer school pay, health insurance, pay dates and various other items. The contract begins September 1, 2019 and expires at midnight on August 31, 2021, with no reopener.

Board Action: Trustee James Lane made a motion to approve the Faculty Contract Proposal as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #16 – "Litigation" – None.

AGENDA #17– "Other Items" – None.

<u>AGENDA #18 – "Adjournment"</u> – Trustee Gary Carter made a motion to adjourn. Trustee Jan Ridgely 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 8:51 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)

Agenda Item #6A 500.4 Course Repeat Policy

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE August 12, 2019

RE: Revisions to Policy 500.4 Course Repeat Policy

The Deans, Student Records Committee, and Chief Academic Officer recently reviewed policy 500.4 Course Repeat Policy and have made minor corrections and added clarifying language to improve the policy.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the attached policy.

MH/rs

Attachment

Course Repeat Policy (500.4)

Date Adopted: August 16, 1994

Revised: April 17, 2018

Revised August 20, 2019 (pending Board approval)

- A. A student may repeat a course without formal written permission of the college when one of the following three conditions is met (indicating eligibility of credit hour grant funding):
 - 1. If, during the student's first enrollment in the course, the student completed the course and earned less than a grade of C or withdrew after midterm, the student may enroll in the course one additional time;
 - 2. If a course has been approved by the ICCB to be repeated, the student may repeat the course as many times as approved by ICCB; or,
 - 3. If the last time the student completed the course was at least four years previously, and the student repeated the course to upgrade his/her skills in that area. This option may only be utilized once per course.

The Board of Trustees established tuition rate shall apply.

- B. A student may repeat a course with formal written permission of the college when the student has previously completed the course and was claimed for credit hour grant funding. The student may be claimed for retaking the course if the student uses his/her option to retake the course tuition free under the college's educational guarantee program. Provisions set forth in the Educational Guarantee Policies shall apply.
- C. When a student repeats a course that is not eligible for credit hour grant funding (eligibility outlined in section A above), all students, except international students, will pay the applicable out-of-state tuition rate for the course enrolled. For international students, the Board of Trustees established tuition rate shall apply.
- D. For courses that were approved by ICCB to be repeated, all grades will appear on the transcript and be calculated in the GPA.
- E. <u>For any other courses that are repeated</u> When a course is repeated, all grades are recorded on the student's transcript. The higher of the grades and its credit will be used in computing the cumulative grade point average. The other course grade(s) will be suffixed with an "R" to indicate the course was repeated and will not be used in computing grade point average. unless the course is being repeated under conditions A.3. or B. above.

Policy Second Reading

None

Agenda Item #8 Staff Recommendations for Approval

Agenda Item #8A Articulation Agreement with SIU-C

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 20, 2019

RE: Program Articulation Agreement between IECC and Southern Illinois University

Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University Carbondale will allow IECC Associate in Applied Science graduates in Automotive Service Technology degree at Olney Central College who meet SIU Carbondale admission requirements to be considered for admission into SIU Carbondale's Bachelor of Science degree in Automotive Technology in the College of Applied Sciences and Arts.

This Program Articulation Agreement will allow IECC and SIU Carbondale to form a cooperative relationship to better service IECC students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall remain in effect for a period of five years. Either party may renew or extend this Agreement. This Agreement may be terminated by either party, with or without cause, upon 60 days advance written notice. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIU Carbondale.

MH/rs

Attachment

PROGRAM ARTICULATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES (OLNEY CENTRAL COLLEGE) OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program
that will build on community college and university learning experiences, and also eliminate
duplication of instruction, this agreement is entered into this day of, 2019
(Effective Date) by and between Illinois Eastern Community Colleges and the Board of Trustees
of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TERM AND TERMINATION

- A. Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.
- B. Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

II. TRANSFER REQUIREMENTS

A. All graduates of Olney Central College with an Associate in Applied Science (A.A.S.) degree in Automotive Service Technology and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Automotive Technology (AUT) in the College of Applied Sciences and Arts based upon the Department's enrollment criteria and space availability.

- B. An Olney Central College graduate receiving an A.A.S. degree in Automotive Service Technology will be considered for admission to SIU Carbondale's Automotive Technology (AUT) program if the following are met:
 - 1. The student has earned a minimum of 70 semester hours transferable to SIU Carbondale
 - 2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
 - 3. Confirmation by the SIU Carbondale College of Applied Sciences and Arts that the student has satisfactorily completed the following courses as part of the A.A.S. degree in Automotive Service Technology at Olney Central College:
 - AUM 1202-10, *Automotive Engine Performance*
 - AUM 1250-1, Automotive Tech Orientation
 - AUM 1265-3, *Automotive Engines*
 - AUM 1270-3, *Automotive Air Conditioning*
 - AUM 2215-2, Automotive Service Internship
 - AUM 2221-10, Automotive Electronics
 - AUM 2250-3, Shop Organization & Management
 - AUM 2261-10, *Automotive Drive Trains I*
 - AUM 2271-10, Automotive Chassis Systems
 - AUM 2276-3, Hybrid & Alternative Fuels
 - ENG 1111-3, *Composition I*
 - GEN 2297-2, *Employment Skills*
 - MTH 1104-4, Quantitative Reasoning
 - SOCIAL SCIENCE-3
 - HUMANITIES-3
- C. Acceptance into the Capstone Option reduces the University Core Curriculum for the A.A.S. degree recipient in Automotive Service Technology at Olney Central College pursuing the B.S. in Automotive Technology (AUT) at SIU Carbondale to 30 semester hours. This, along with taking the courses listed above as part of the A.A.S. degree makes it possible for the student to complete the B.S. in Automotive Technology (AUT) at SIU Carbondale in approximately 63 additional semester hours beyond the A.A.S. degree.

- D. Olney Central College students transferring to the Automotive Technology (AUT) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Applied Science degree requirements at Olney Central College will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department. These students will also not be eligible to receive the Capstone Option benefits and will be considered based upon the Department's enrollment criteria and space availability.
- E. Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Automotive Technology (AUT). Coursework may include University Core Curriculum as well as Automotive Technology major courses.

III. COURSE DELIVERY

- A. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Olney Central College of any cancellation due to inadequate enrollment.
- B. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Olney Central College and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- C. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
- D. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.

- E. This agreement permits students to enroll concurrently at SIU Carbondale and Olney Central College to complete the degree.
- IV. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
 - A. Subject to federal and state guidelines, Olney Central College will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
 - B. Designate in writing a person or persons as point of contact between Olney Central College and SIU Carbondale on all matters relating to the courses delivered.
 - C. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
 - D. Permit students to enroll concurrently at SIU Carbondale and Olney Central College to complete a degree.

V. PROGRAM ARTICULATION COMMUNICATION

- A. An SIU Carbondale College of Applied Sciences and Arts, Automotive Technology representative will communicate periodically with Olney Central College personnel in Automotive Service Technology for general advisement and degree planning purposes.
- B. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Olney Central College students will be eligible to receive the Bachelor of Science degree in Automotive Technology (AUT), College of Applied Sciences and Arts, Southern Illinois University Carbondale.
- C. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.

D. The parties acknowledge that many student educational records are protected by the Family Education Rights and Privacy Act (FERPA) and that the written authorization of student(s) must be obtained before student data can be released to anyone. The parties agree that access to and release of student records shall be in accordance with FERPA.

E. Indemnification:

- To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale's obligations under this Agreement.
- 2. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College's obligations under this Agreement.
- F. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student's program instructor, supervisor, and SIU Carbondale's faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale's educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.
- G. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.
- H. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Michael B. Behrmann

Chair, Automotive Technology Department Southern Illinois University Carbondale

Mailcode 6895

Carbondale, IL 62901 Phone: 618-453-4024 Email: <u>mbehr@siu.edu</u>

For IL Eastern Community Colleges: Dr. Holly Martin

Chief Academic Officer

Olney Central College (IECC) 233 East Chestnut Street

Olney, IL 62450

Phone: 618-393-2982 x5510 Email: martinh@iecc.edu

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

Holly Martin, Chief Academic Officer	Date
Illinois Eastern Community Colleges – Olney Central College	
Chairman, IECC Board of Trustees	Date
Illinois Eastern Community Colleges – Olney Central College	
BOARD OF TRUSTEES OF SOUTHERN ILLING	OIS UNIVERSITY
By	
Meera Komarraju, Interim Provost and	Date
Vice Chancellor for Academic Affairs	
for Kevin Dorsey, Interim President	
Southern Illinois University Carbondale	

Agenda Item #8B

Articulation Agreement with Palmer College of Chiropractic

Agenda Item #8B

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 20, 2019

RE: Articulation Agreement between IECC and Palmer College of Chiropractic

The following articulation agreement between IECC and Palmer College of Chiropractic is to clarify and set forth the essential terms between the institutions relating to curriculum requirements to be satisfied for any student who has completed an Associate degree program at IECC and desiring to proceed to Palmer College of Chiropractic.

Palmer College follows guidelines established by the Council on Chiropractic Education, which is recognized by the U.S. Secretary of Education for the accreditation of programs and institutions offering the Doctor of Chiropractic degree and is accredited by the Higher Learning Commission.

I recommend the Board's approval of this articulation agreement.

MH/rs

Attachment

Articulation Agreement Between

Illinois Eastern Community College

Frontier/Lincoln Trail/Olney Central/Wabash Valley

And

Palmer College of Chiropractic

Davenport Campus Only

Agreement into Palmer College of Chiropractic's Bachelor of Science and Doctor of Chiropractic Degree program

The purpose of this agreement is to enhance the transition of Associate Degree graduates from Illinois Eastern Community College into the Baccalaureate Degree program [which is offered in conjunction with the Doctor of Chiropractic curriculum] at Palmer College of Chiropractic's Davenport Campus. The following agreement shall establish the conditions under which students from Illinois Eastern Community College shall progress to upper division status. This agreement is without a specified termination date; however, either party may terminate the agreement at any time provided students then currently enrolled shall be allowed to complete their course of studies pursuant to the terms of the agreement in effect at the time of termination

Note: Students wishing to participate under the terms and conditions of this agreement must complete an Associate degree program at Illinois Eastern Community College.

- I. Articulation conditions for all Illinois Eastern Community College Associate Degree Graduates admitted to Palmer College of Chiropractic:
 - **A.** Palmer College of Chiropractic shall accept the required general education credits earned at Illinois Eastern Community College, applying them toward the equivalent lower division, general education requirements at Palmer College of Chiropractic.
 - **B.** Acceptance to Palmer College of Chiropractic will be contingent upon meeting all Palmer College of Chiropractic admissions requirements.
 - **C.** Illinois Eastern Community College courses not applied to Palmer College of Chiropractic general distribution, major or specialization will be accepted and applied as general elective credits.
 - **D.** Admissions, financial aid, advisement, and registration services will be provided by Palmer College of Chiropractic to those students who express an interest.
- II. Illinois Eastern Community College will provide the following:
 - **A.** Recruitment Table: Space on campus [Student Union] for promotion of Palmer College of Chiropractic.
 - **B.** Visit Awareness Marketing: Illinois Eastern Community College will actively promote baccalaureate degree-granting institution campus visits [i.e., posters, brochures].

III. Articulation Approval:

Illinois Eastern Community College 233 E Chestnut St Olney, IL 62450

Ву:
Date:
By:
Date:
Palmer College of Chiropractic 1000 Brady Street Davenport, IA 52803
By:
Chancellor and CEO
Date:
By: Dan Weinert, D.C., Ph.D.
College Provost
Date:

Agenda Item #8C Program Review Report 2019

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 20, 2019

RE: 2019 Program Review Report

The IECC Program Review Report contains a detailed review of specific career and technical education programs and academic transfer disciplines based on quality, cost, and need.

During this year's review of programs and services, the District and the colleges reviewed eight career and technical education degrees and certificates as well as the academic discipline of physical and life sciences. Academic support services review consisted of Financial Aid. The cross-disciplinary curriculum review included remedial English.

As a result of the District's program review, programs and services are continually reviewed with a focus on quality, cost, and need. Program review provides an opportunity to update 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.

Previously, the IECC 2019 Program Review Report was sent by email to the Board. Printed copies of the 2019 Program Review will be available at the Board meeting.

The report was approved by the Cabinet on August 7, 2019, and is due to the Illinois Community College Board by September 1, 2019.

I ask the Board's approval for submission of this report to the Illinois Community College Board.

MH/rs

Agenda Item #8D Athletic Training Agreement - OCC

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 20, 2019

RE: Carle Richland Memorial Hospital Athletic Training Services Contract

Carle Richland Memorial Hospital (CRMH) and Olney Central College have requested approval for a new Athletic Training Services Agreement.

Olney Central College has been extremely satisfied with the services provided under an existing agreement and OCC wishes to extend services for the next academic year. The new agreement developed in conjunction with CRMH would provide a full-time athletic trainer for OCC events and has eliminated the yearly fee OCC has paid previously. The term of the agreement would be for five years.

I ask the Board's approval of the Athletic Training Services Agreement with Carle Richland Memorial Hospital.

MH/rs

Attachment

ATHLETIC TRAINING SERVICES AGREEMENT

This ATHLETIC TRAINING SERVICES AGREEMENT (the "Agreement") is entered into on the date of the last signature below ("Effective Date") by and between Richland Memorial Hospital Inc. d/b/a/ Carle Richland Memorial Hospital ("Carle") and Olney Central College ("School"). Unless the context of the sentence would provide a different interpretation, Carle and School may be collectively referred to herein as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Carle is a not-for-profit corporation located in Olney, Illinois whereby through its providers can offer athletic training services to schools in Richland County and the surrounding communities;

WHEREAS, School is an educational institution which offers certain athletic programs for its students and desires to provide athletic training services for its student who participate in these athletic programs ("Student Athletes"); and

WHEREAS, School desires to have Carle provide such athletic training services to School's Student Athletes pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions as set forth herein, the Parties agree as follows:

I. OBLIGATIONS OF CARLE

- 1.1 <u>Certified Athletic Trainer</u>. Carle shall provide to School the services of an athletic trainer certified by the National Athletic Trainers' Association Board of Certification, Inc., and licensed by the State of Illinois to provide athletic training services ("Athletic Trainer") pursuant to this Agreement.
- 1.2 <u>Services</u>. Athletic Trainer shall provide those services for the School listed on <u>Exhibit A</u> ("**Services**") attached hereto and incorporated herein. Carle cannot guarantee Services for events that are cancelled or rescheduled without a minimum of two (2) weeks' notice.
- 1.3 <u>Reporting Relationship</u>. Athletic Trainer shall report directly to the physician medical director of Carle or his/her designee.

II. OBLIGATIONS OF SCHOOL

2.1 <u>Equipment and Supplies</u>. School shall provide Athletic Trainer with the necessary equipment and supplies to enable Athletic Trainer to fulfill his/her responsibilities hereunder. Such equipment and supplies shall include, but not be limited to, those

supplies listed on <u>Exhibit B</u> ("**Equipment and Supplies**") to this Agreement, attached hereto and incorporated herein. School agrees to provide the maintenance, cleaning and safety on the Equipment and Supplies as applicable. School shall provide biohazardous waste containers and removal of such waste as necessary for the Services.

- 2.2 <u>Schedule</u>. School shall provide Carle and each Athletic Trainer with a schedule of events which designates times, dates and location of the events as soon as available.
- 2.3 <u>Notification of Additional Requested Services and Cancellations</u>. School and/or its designees will provide Carle with a minimum of two (2) weeks advance notice of additional requested services other than those Services specified on <u>Exhibit A</u>. School will make every attempt to contact Carle regarding any cancellations or schedule changes due to weather or other circumstances as soon as this information becomes available.
- 2.4 <u>Student Athlete Roster</u>. School will provide Carle with all applicable current roster(s) of Student Athletes together with the Services being provided to them. School must submit these rosters to Carle prior to the start of practice or participation by Student Athletes in the relevant sport or event. In the event a new Student Athlete joins the sport or event after the original roster has been submitted, School is responsible for notifying Carle of the new Student Athlete prior to the start of practice or participation by the Student Athlete in the relevant sport or event.

III. CONSIDERATION

3.1 <u>Consideration</u>. In exchange Carle's Services provided hereunder, School shall provide the following in-kind consideration: (1) prominently display a Carle banner, provided by Carle at all game sites, and/or other signage as agreed to with the use of the Carle logo, name and trademarks or servicemarks consistent with Carle's brand guidelines; (2) School will also provide a substantial advertisement for Carle in all home programs, when applicable and a copy of the advertisement will be provided by Carle prior to publication to ensure compliance with Carle's brand guidelines; and (3) other advertising opportunities as they arise and mutually agreed upon between Carle and the School.

IV. TERM AND TERMINATION

4.1 <u>Term.</u> The initial term of this Agreement shall be for a period of five (5) years commencing on the Effective Date ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "**Renewal Term**") unless either Party provides written notice of termination at least thirty (30)

- days prior to the end of the then current term. The Initial Term and each Renewal Term will be collectively referred to herein as the "**Term**".
- 4.2 <u>Termination</u>. This Agreement may be terminated with or without cause and for any reason by delivering written notice of intent to terminate to the other Party at least ninety (90) days prior to such termination.
- 4.3 <u>Annual Review</u>. At either Party's request, and not more than one (1) time during each year of this Agreement, the Parties shall meet to review the terms of the Services and this Agreement. Any changes to this Agreement shall be memorialized in an amendment executed by both Parties hereto. In the event that the Parties are unable to reach an agreement regarding a change in the provision of Services or Fee Schedule within a reasonable amount of time (not to exceed thirty (30) days), either Party may terminate this Agreement upon written notice to the other Party.
- 4.4 <u>Effect of Termination</u>. Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination.

V. INSURANCE

- 5.1 <u>Comprehensive General Public Liability Insurance</u>. School agrees that at all times during the term of this Agreement that School shall carry general liability insurance with minimum coverage limits of \$1,000,000 each occurrence and \$3,000,000 in the annual aggregate. Upon request by Carle, School shall provide a certificate evidencing such insurance.
- 5.2 <u>Professional Liability Insurance</u>. Carle shall maintain at all times during the term of this Agreement, satisfactory, necessary, and appropriate professional liability insurance in the amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance shall cover all Athletic Trainers providing the Services pursuant to this Agreement. Upon request by School, Carle shall provide a certificate evidencing such insurance.
- 5.3 <u>Costs.</u> Each Party shall bear its own costs, claims, and liabilities arising from this Agreement.

VII. GENERAL PROVISIONS

6.1 <u>Independent Contractor</u>. Each Party is acting independently of the other Party and the provisions of this Agreement shall not be construed as meaning that the Parties hereto are acting as the agents or employees of the other Party hereof, but, in fact, each Party recognizes that it is acting in the capacity of an independent contractor. Neither party will, or will allow its employees, agents, representatives or

- independent contractors to hold itself or themselves out as the agent or representative of the other.
- 6.2 <u>Compliance with Law</u>. Carle and School agree to abide by all federal, state and local laws and regulations, including but not limited to the Illinois School Records Act, the Family Educational Rights and Privacy Act, Health Insurance Portability and Accountability Act, Anti-Kickback Statute, and Stark Law.
- 6.3 <u>Confidentiality of Materials</u>. Any information disclosed by Carle to School which may include, but is not limited to, data, forms, reports, systems, or proprietary information shall be deemed "Confidential Information". School agrees to keep all Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any Confidential Information without the prior written consent of Carle. Carle and School agree that the terms and conditions of this Agreement are considered Confidential Information. The obligations of confidentiality shall survive the termination of this Agreement.
- 6.4 <u>Corporate Compliance Program</u>. Carle and its affiliates have a corporate compliance program, ("Program"), the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. School agrees to cooperate with Carle in its Program and to take such steps, and provide such information to Carle as may be reasonably necessary pursuant to the requirements of such Program.
- 6.5 <u>Notices</u>. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice:

Carle Richland Memorial Hospital

800 East Locust Street

Olney, IL 62450

Attn: CEO of Richland Memorial Hospital

Olney Central College
305 N West St
Olney, IL 62450

Attn: Rodney Ranes

- 6.6 <u>Assignment</u>. Neither Party may assign this Agreement without the prior written consent of the other Party.
- 6.7 <u>Entire Agreement</u>. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and does constitute the entire Agreement between the Parties hereto. Neither Carle nor School shall be entitled to benefits other than those herein specifically enumerated.

- 6.8 <u>Waiver of Breach</u>. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.
- 6.9 <u>Governing Law</u>. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 6.10 <u>Severability</u>. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and the application of any term or provision to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- 6.11 <u>Amendments</u>. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 6.12 <u>Execution</u>. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Carle and School by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 6.13 Interpretation. The Parties hereto acknowledge and agree that (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. The headings and subheadings of this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement.

VIII. EXECUTION

IN WITNESS WHEREOF, the duly authorized officer and representative of Carle and School have executed this Agreement on the dates as indicated below.

RICHLAND MEMORIAL HOSPITAL, INC. d/b/a Carle Richland Memorial Hospital	OLNEY CENTRAL COLLEGE
By:	Ву:
Printed:	Printed:
Title:	Title:
Date:	Date:

EXHIBIT A - Services

The Athletic Trainer shall provide full time coverage of Services to School unless notified in advance.

Carle shall provide the following services:

- 1. Coverage of the following home games and events:
 - a. Men's/Women's Basketball
 - b. Baseball
 - c. Softball
- 2. Offer Student Athlete, and coach education about injury prevention, nutrition, health and safety issues, drugs/steroids and basic care.
- 3. Provide concussion management to Student Athletes.
- 4. Deliver Services in a reliable, consistent and professional manner.
- 5. Communicate on a regular basis with School and its staff as directed regarding the provision of Services herein.

EXHIBIT B - Equipment and Supplies

School shall provide the following equipment and supplies in order for Athletic Trainer to fulfill his/her responsibilities hereunder:

- 1) 1 ½ inch medical tape
- 2) Tape adherent
- 3) Pre-wrap
- 4) Cooler, Ice and Cups
- 5) Water
- 6) Spine Board and Stretcher (onsite or available through local EMS)
- 7) Any additional supplies consistent with the needs of the athletic programs and its student athletes.

Agenda Item #8E Athletic Training Agreement – FCC

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 20, 2019

RE: Wabash General Hospital – Frontier Community College Athletic Training

Services Contract

Wabash General Hospital (WGH) and Frontier Community College (FCC) request approval for a new Athletic Training Services Agreement.

FCC has been extremely satisfied with the services provided under an existing agreement with WGH and wishes to extend services for the next academic year. The new agreement provides part-time athletic trainer services for FCC collegiate athletic events. This is at no cost to the College. The term of the agreement is for one year. However, the contract does include auto-renewal language (section IV, 4.1).

I ask the Board's approval of the Athletic Training Services Agreement with Wabash General Hospital.

MH/rs

Attachment

ATHLETIC TRAINER SERVICES AGREEMENT

This ATHLETIC TRAINER SERVICES AGREEMENT (the "Agreement") is made by and between, Wabash
General Hospital District, a Hospital District organized to pursuant to the Illinois Hospital District Law (70
'LCS 910/1 et seq.) and as an Illinois not-for-profit, tax exempt corporation located at 1418 College Drive,
Mount Carmel, Wabash County Illinois (the "Hospital") and Frontier Community College located at 2
Frontier Dr, Fairfield, IL 62837 (the "School") and shall be effective on the day of,
2019 (the "Effective Date") (Hospital and School are individually referred to as a "Party" and are collectively
referred to as "the Parties").

RECITALS

WHEREAS, Hospital employs or contracts with Illinois licensed athletic trainers ("Athletic Trainer(s)") to provide athletic training services ("Services") individually and under the supervision of and in consultation with Illinois licensed physicians including, without limitation, Hospital's employed sports medicine physician and/or School's contracted team physician to schools, students, student-athletes and other individuals in need of such Services within Hospital's service area; and,

WHEREAS, the school desires utilize Hospital's Athletic Trainer(s) to provide Services to be performed for School's students, student athletes at School and/or at School's athletic program practices and sporting events on a limited basis.

NOW THEREFORE, in consideration of the Parties promises, covenants and representations set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

- I. <u>Hospital Duties and Responsibilities</u>
 - Hospital agrees to provide School with an Illinois licensed athletic trainer or athletic trainers, as determined in Hospital's reasonable discretion to perform the Services at such times and places as set forth in Exhibit A, which is attached to and incorporated into the terms and conditions of this Agreement.
- II. School Duties and Responsibilities
 - 2.1 School agrees to provide Hospital and Athletic Trainer(s) with such facilities and personnel as are provided in Exhibit B which is attached to and incorporated into the terms and conditions of this Agreement.
- III. Financial Relationship between the Parties
 - 3.1 The Parties agree that the financial relationship between the Hospital and School shall be as set forth in Exhibit C which is attached to and incorporated into the terms and conditions of this Agreement.
- IV. <u>Term and Termination</u>
 - 4.1 Term. The term of this Agreement shall be for one (1) year commencing on the Effective Date and terminating on the _______ day of ______ 20____ (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party gives notice of termination at least sixty (60) days prior to (a) the end of the Initial Term or (b) prior to any of the (1) year Renewal Terms thereafter.
 - 4.2 Termination. This agreement may be terminated as follows:
 - 4.2-1 Termination by Agreement. In the event Hospital and School shall mutually agree in writing, this Agreement may be terminated on terms, conditions and dates stipulated in such writing.
 - 4.2-1 Termination without Cause. Each Party shall have the right to terminate this Agreement without cause by giving the other Party at least 90 days prior written notice.

4.3 <u>Effect of Termination of the Agreement</u>. If this Agreement is terminated pursuant to this Article IV neither Party will be further obligated to perform under this Agreement, with the exception of (i) obligations which accrued prior to the effective date of the termination and (ii) any obligations or covenants contained in this Agreement which are specifically stated in this Agreement as being extended beyond and surviving the Terms of this Agreement.

V. Miscellaneous

5.1 <u>Non-Exclusive Arrangement</u>. The Parties hereby agree that Hospital's provision of Services to School shall be non-exclusive. Hospital may provide Services to any other entity if such activity does not interfere with Hospital's duties and obligations pursuant to this Agreement.

5.2 <u>Insurance and Indemnification</u>

- 5.2.1 Hospital agrees to maintain appropriate insurance coverage with respect to the delivery of Athletic Training Services including, without limitation, professional liability insurance coverage.
- 5.2.2 Hospital offers an Athletic Trainer training class which permits high school students to take a course of study for college credit which trains such students to assist Hospital's Athletic Trainer at School events. School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses damages, costs and expenses including reasonable attorney's fees arising from and related solely to the actions of such Athletic Trainer student assistants participating in Hospital's Athletic Trainer training class.
- 5.2.3 School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses, damages, costs and expenses including reasonable attorney's fees arising from and related solely to any injury to a School student athlete in the event a School representative or other third-party organization authorizes such School student athlete to participate in School sporting events and activities against Hospital's Athletic Trainer or Supervising Physician's professional advice. Further, Hospital shall have the absolute right to immediately terminate this agreement in the event a School representative, or other third-party organization authorizes a School student athlete to participate in School sporting events and activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.
- 5.3 <u>Independent Contractor Relationship</u>. In providing Services pursuant to this Agreement, the Parties are acting as independent contractors. No relationship of employer and employee, master and servant, or principal and agent is created between the Parties by this Agreement. Neither Party, nor any of a Party's respective employees or agents shall be entitled to the other Party's employee benefits of any kind.
- 5.4 <u>Amendments</u>. This Agreement may be amended only by an instrument in writing signed by the Parties to this Agreement.
- 5.5 <u>Assignment</u>. Assignment of this Agreement or the rights of obligations hereunder shall be invalid without the specific written consent of the other Party.

- 5.6 <u>Compliance with Laws</u>. The Parties shall comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, licensure requirements, and accreditation standards in the performance of the Parties' duties and obligations under this Agreement.
- 5.7 <u>Entire Agreement</u>. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire Agreement between the Parties. Neither Hospital nor School shall be entitled to other benefits than those herein specifically enumerated.
- 5.8 <u>Counterparts</u>. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document. Signatures provided by facsimile and PDF (portable document format) shall be binding as original signatures.
- 5.9 <u>Governing Law</u>. The Agreement will be construed, interpreted, enforced and governed, in all respects, by and under the law of the State of Illinois. Exclusive venue for any dispute between the Parties related to the terms and conditions of this Agreement shall be in the Circuit Court of Wabash County, Illinois.
- 5.10 <u>Notices</u>. Notices of communications herein required or permitted shall be given the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

HOSPITAL	<u>SCHOOL</u>
Attn: Karissa Turner President/CEO	Attention:
1418 College Drive	
Mt. Carmel, IL 62863	
With a Copy to:	With a Copy to:

- 5.11 <u>Severability</u>. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to a judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 5.12 <u>Waiver of Breach</u>. The waiver by either Party of breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.
- 5.13 <u>No Third-Party Beneficiaries</u>. This Agreement is not intended to benefit any person or entity other than the Parties.
- 5.14 <u>Incorporation by Reference; Recitals and Exhibits</u>. The Agreement's Recitals and Exhibits are incorporated by reference into and made a part of this Agreement.

Execution

IN WITNESS WHEREOF, the duly authorized officers and representatives of the Hospital and

School have executed this Agreement below.				
HOSPITAL		SCHOOL		
By: Kalla	a Tuner)			
U. P.		Ву:		
Printed:	Karissa Turner	Printed:		
Title:	President/CEO	Title:		
Date:	July 12, 2019	Date:		

APPENDIX A-I

ATHLETIC TRAINER COVERAGE

- 1. Hospital AT will provide the following:
 - a. Two (2) days of on-site office hours for injury evaluation, treatment and rehabilitation, for a minimum of one (1) hour per day. The Hospital AT may add an additional days of on-site office hours should AT deem it appropriate for continued medical care or acute injury evaluation. Such continued medical care or acute injury evaluation will be "by appointment only".
 - b. Home event coverage may be provided by agreement of the Parties as to the following:
 - i. Home event is defined as "athletic competition".
 - ii. Event changes less with less than 24 hours' notice are not guaranteed coverage.
 - iii. It is the responsibility of the School to notify the Hospital's AT of any schedule changes as agreed upon in Exhibit B, Section 4.
 - iv. Coverage may not be guaranteed due to schedule conflicts of full-time contracted schools and/or lack of Hospital staff availability.
 - c. Post-Season coverage may be considered by agreement of the Parties upon the following terms:
 - i. The School compensates the Hospital for the AT's reasonable travel expenses.

EXHIBIT A

HOSPITAL DUTIES AND RESPONSIBILITIES

- 1. Hospital's Athletic Trainer (AT) will be available to provide Services to the school on a regularly scheduled basis and as otherwise agreed to by the Parties.
- 2. Hospital's AT shall be licensed pursuant to the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 et seq.) and shall provide Services to School upon discretion of a team physician or consultation physician which include, without limitation, those duties described in 225 ILCS 5/3 (4) A-J.
- 3. Hospital's AT will be responsible for opening, closing and supervising School's athletic training facility while providing services at that location, pursuant to the Hospital's Athletic Training Room policy. Hospital's AT will also advise the school as to supply inventory status, requisitioning of supplies and facility management generally.
- 4. Hospital's AT will keep accurate records of all athletic injuries reported by School student athletes as occurring during the school athletic events and all rehabilitation procedures administered. The AT will also prepare reports on all athletic injuries sustained by school students during school events for the nursing and athletic offices as may be requested.
- 5. Hospital's AT acting in cooperation with School's Athletic Director and staff will develop and distribute to Athletic Director, Nurse and coaches the following information: location of emergency phone and phone numbers.
- 6. Hospital's AT will inspect and take inventory of all the School medical kits prior to the beginning of each season.
- 7. Hospital's AT will provide coordination between injured student athletes, the School coaching staff, and team or family physician.
- 8. Hospital's AT will report directly to School's Athletic Director and the Athletic Director's designee when on site. Notwithstanding the foregoing, the AT will report directly to the supervising physician concerning student-athlete clinical issues and treatment.
- 9. Hospital's AT may be requested to speak for educational programs in the School.
- 10. Hospital's AT shall notify the Athletic Director, or the Athletic Director's designee if an unforeseen circumstance arises that requires cancelation of AT coverage for a scheduled School event.
- 11. Hospital agrees that Hospital's AT may attend events according to the following guidelines:
 - a) Coverage of sports depends on the availability of the athletic training staff and is subject to change as the situation demands.

- b) Contracted school sporting events are given priority over non-contracted sporting events.
- c) In-season (traditional) sports will be given priority over out-of-season (non-traditional) sports. In-season is defined as the first day of practice and the last regularly scheduled game.
- d) Priority must be taken into account when multiple events are occurring at the same time. Coverage is based on the amount of contact. Priority is given first to full-contact, or collision sports, followed by contact sports, then lastly, limited contact sports. See definition below for sport-grouping according to contact.
 - i. In collision sports (eg, boxing, roller derby, ice hockey, [American] football, lacrosse, and rodeo), athletes purposely hit or collide with each other or with inanimate objects (including the ground) with great force. In contact sports (eg, basketball and soccer), athletes routinely make contact with each other or inanimate objects but usually with less force than in collision sports. In limited-contact sports (eg, softball and squash), contact with other athletes or with inanimate objects is infrequent or inadvertent. (*Rice SG. (2008). "Medical conditions affecting sports participation 'I. Pediatrics. 121:841-8. doi:10.1542/peds.2008-0080. PMID 18381550*).
- e) Traditional home competition events are priority over practices and away events.
 - i. In the event more than one sport is hosting at home, priority goes to the sport with the highest level of contact.
 - ii. In the event of multiple home competitions, at multiple sites including the school, but no full-contact sports, it is recommended the athletic trainer cover the competition with the highest level of contact.
 - iii. Should all events involve sports at the same level of contact, priority goes to the event hosted at the school. It is the athletic trainer's responsibility to notify coaches and administration of their location and instruct them to calt with any situations that arise at the other venues. The AT may then travel to the other sites once that competition is complete.
- f) Notwithstanding the foregoing, in the event there are two home athletic events scheduled at the same time, the covering AT will consult with Hospital's lead AT and supervising physician to determine and notify the Parties in advance as to whether the covering AT is able to i) divide AT's time between the athletic events, ii) attend only one of the athletic events, or iii) assign a second AT to supplement the athletic events AT coverage.
- 12. The Parties agree that when Hospital's AT is attending School's game events, the AT will not be available to provide Services at School's training facilities and Hospital shall have no obligation to provide School with an additional AT to provide services at such training facilities at such times.
- 13. AT's hours for providing Services at School shall be determined solely by the Hospital during the Term of this Agreement.
- 14. Hospital's AT will provide coverage of scheduled School home athletic events. The AT in collaboration with the supervising Physician, will determine which School home athletic events is to be covered if there are two simultaneous School events.
- 15. Hospital's Athletic trainer may cover School away varsity games pursuant to the Hospital's Athletic Trainer Coverage policy.
- 16. The Parties agree that Hospital's Athletic Trainer shall not be required by this Agreement to provide advice to School's employed nurse or teachers with respect to the physical condition of School's non-athlete students including, without limitation, junior high school students.

EXHIBIT B

SCHOOL DUTIES AND RESPONSIBILITIES

- 1. School agrees to provide a dedicated area within School's facilities in which Hospital's AT(s) can perform the Services pursuant to this Agreement and where Hospital may store all necessary supplies and equipment required in order to perform the Services as approved by the Hospital's supervising physician.
- 2. School agrees to designate a specific School employee, such as School's Athletic Director, to directly monitor and evaluate the AT's performance of the Services pursuant to this Agreement and to facilitate communications between School, School coaches and AT and Hospital concerning the performance of such Services.
- 3. At the beginning of each School year, School shall share all practice and game schedules with Hospital, as well as team rosters, in order to appropriately schedule AT to provide Services as required by this Agreement.
- 4. School agrees to notify Hospital as to all additional School holiday practice and game schedules for which School wishes AT to provide Services at least fourteen (14) days before such School holiday. In addition, School agrees to use its best efforts to notify AT in a timely manner as to all game or practice delays or cancellations for which Services had been previously scheduled.
- 5. School agrees to provide Hospital's Athletic Trainer(s) with appropriate training including Athletic Trainer's participation in School compliance training sessions with respect to School's state and federal disaster preparedness planning duties and responsibilities and mandated governmental child protection and welfare reporting requirements.
- 6. School agrees to provide advance notice of any "special event" coverage at least fourteen (14) days in advance for approval. In the event of post-season play, school shall cover reasonable lodging expenses and provide transportation for the AT and their equipment to and from the destination.
- 7. School agrees to engage in a business partnership solely with Wabash General Hospital for the provision of Athletic Training services for the length of the contract term.

EXHIBIT C

FINANCIAL RELATIONSHIP BETWEEN THE PARTIES

- 1. Hospital agrees to provide the AT services without charge to School.
- 2. School agrees to provide School facility space and School personnel and student assistance to Hospital and Hospital's AT(s) without charge to Hospital.
- 3. School agrees to reference Hospital's provision of AT Services to School in School's game programs, athletic event advertising published in any medium and sponsorships.
- 4. School agrees to provide a press release to local media outlets explaining the Services provided by Hospital.
- 5. School will help organize one (1) Hospital sponsored event at a School varsity sport for which Services are provided by Hospital.
- 6. School will provide AT with an opportunity to speak with School's Booster Club and other interested civic groups to promote Hospital's Services.
- 7. School agrees to promote Hospital and ATS with banners/signage for the School gymnasium and ball fields
- 8. School agrees to offer a program for students interested in becoming a licensed Certified Athletic Trainer to shadow and/or assist Hospital's Athletic Trainer.
- 9. School agrees to solicit and direct private charitable donations to help cover Hospital's expenses in providing the Services; Donations should be made to:

Wabash General Hospital Foundation Attention: Danielle Stevens 1418 College Drive Mt. Carmel, IL 62863

Agenda Item #8F Paramedic Education Program Agreement

Agenda Item #8F

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 20, 2019

RE: Carle Richland Memorial Hospital – Frontier Community College Paramedic

Partnership Agreement

Frontier Community College (College) and Carle Richland Memorial Hospital (Hospital) wish to begin a nationally accredited paramedic education program. This program would prepare competent entry level emergency medical technician-paramedics for employment in the field.

The College and the Hospital wish to establish a formal partnership between the College and the Hospital that will permit the sponsorship of a Paramedic educational program in accordance with the Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions ("Standards") of the Commission on Accreditation of Allied Health Education Programs (CAAHEP). This includes didactic, laboratory, hospital, and field internship learning experiences, thereby preparing competent entry-level Emergency Medical Technician-Paramedics in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains.

The partnership will create a separate governing entity (Governance Committee) with responsibilities outlined in the agreement. This Committee will be subject to (and under the purview of) both the IECC Board of Trustees and the Carle Richland Memorial Board of Trustees. The agreement develops a formal written affiliation agreement or memorandum of understanding that clearly delineates governance and lines of authority. A partnership agreement is attached for the Board's approval.

I ask the Board's approval of this partnership agreement so that the District can continue with this national accreditation process, culminating with enrolling students in the program (March 2020).

MH/rs

Attachment

PARTNERSHIP AGREEMENT

This **PARTNERSHIP AGREEMENT** ("Agreement") is made and entered into on as of the date of the last signature below ("Effective Date") by and between Richland Memorial Hospital, Inc. d/b/a Carle Richland Memorial Hospital, an Illinois not-for-profit corporation ("Carle"), and Illinois Eastern Community Colleges/Frontier Community College, ("School"). Carle and School may be referred to herein individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Carle is a not-for-profit integrated healthcare system whose charitable purposes include, among other things, (i) providing high quality, cost efficient and effective care to patients, and (ii) promoting the training of individuals interested in a career in healthcare;

WHEREAS, School is a public institution whose mission is to deliver exceptional education and services to improve the lives of its students and to strengthen the community; and

WHEREAS, Carle and School desire to collaborate in the delivery of a paramedic education program, which includes but is not limited to didactic, laboratory, hospital and field learning experiences (the "Program") for the students enrolled pursuant to the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the above mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: THE PROGRAM

- 1.1 <u>Standards</u>. The Program will be administered by the School in cooperation with Carle in an equitable fashion to provide high quality education in accordance with the Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions ("Standards") of the Commission on Accreditation of Allied Health Education Programs ("CAAHEP") thereby preparing competent entry-level Emergency Medical Technician-Paramedics in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains.
- 1.2 <u>Program Structure/Governance</u>. The Program shall have the structure that is set forth on <u>Exhibit A</u>, attached hereto and incorporated herein ("Program Structure"). In that Program Structure, there shall be a Governance Committee, under the umbrella/purview of the School's Board of trustees and Carle's Board of Trustees, may change from time to time upon mutual agreement of the Parties and as permitted in its charter. The Governance Committee shall meet at least annually and will be responsible for: (a) establishing, approving and reviewing periodically the goals, fair practices, policies, curriculum, Program associated costs, number of participants admitted, and learning domains of the Program; (b) designating an Advisory Committee; (c) ensuring adequate resources; and (d) any other responsibilities as set forth in its charter.

- 1.3 <u>Periodic Reviews</u>. The School and Carle agree that meetings between the Program Director, in conjunction with the Dean of Instruction, and appropriate faculty members may be held at least monthly to ensure the curriculum effectiveness of the Program as well as the fulfillment of the other responsibilities as required by the Standards.
- Courses. School shall offer the appropriate courses and will provide qualified instructors that maintain the appropriate professional credentials for the Program's courses. As of the date of this Agreement, the courses shall include: EPM 1200 (CPR Fundamentals), EPM 2204 (Paramedic I), EPM 2205 (Paramedic II), EPF 1205 (Vehicle Operator Fundamentals), EPF 1219 (Technical Rescue Awareness), EPM 2202 (Advanced Cardiac Life Support), EPF 1224 (EP Hazardous Materials), EPM 2206 (Paramedic III), and EPM 2207 (Paramedic IV). The Parties agree and understand that this list may change from time to time as updated by the Governance Committee. These instructors shall be considered as adjunct faculty of the School and shall be under the direction of the Dean of Instruction at the School, in collaboration with the Program Director. School in collaboration with Carle will have the right to cancel a scheduled Program course at any time before classes commence if less than an adequate number of students have been registered and accepted.
- 1.5 <u>Enrollment</u>. School shall be responsible for the selection of students to the Program, which shall be based on criteria as set forth in the Program *Student Manual* and/or other official Illinois Eastern Community Colleges publications. The Parties agree that during the student's enrollment in the Program at the School, the faculty and staff shall be responsible for evaluation of each student's performance in accordance with established academic and clinical guidelines.

1.6 Students.

- (a) Upon enrollment, the student in the Program with the same status, privilege, opportunities, resources and responsibilities as are available and applicable to all students enrolled in other programs. Moreover, each Party shall enforce all policies and procedures that applicable to the students in the Program.
- A student whose performance does not meet these established guidelines may be (b) subject to academic probation or, if deemed necessary by the Program Director, in conjunction with the Dean of Instruction, dismissed from the Program. A student has the right to due process, and may appeal such dismissal as provided for in the Student Manual and/or other official publication(s). Moreover, it is understood that the student will not interfere with the primary mission of the care and treatment of the patient while on site at Carle, which shall at all times remain the responsibility of Carle. Students will be identified as such to all patients and will not participate in patient care if the patient objects. Carle reserves the right to terminate the student from Carle or its associated facilities at any time and for any reason related to the student's performance at Carle in the interest of the safety and well-being of its patients and staff. Carle, at its sole discretion, may refuse access to its clinical areas or otherwise restrict activities of the Student when deemed necessary or desirable for patient care and welfare, or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- (c) Each student is required to complete health requirements as set forth in the *Student Manual* and/or other official publication(s) prior to commencement in the

hospital/field activities of the Program. Each student shall be required to provide proof of required immunizations and background check as set forth in the *Student Manual* and/or other official publication(s), and must be able to perform his/her activities in the Program in such a manner as to not pose a direct threat to the health or safety of others.

- 1.7 <u>Certificate/Degree</u>. Upon successful completion of all academic and other Program requirements, a degree and/or certificate will be awarded by the School to the student.
- 1.8 Recruitment/Marketing. Each Party agrees to actively promote, publicize and recruit students to the Program through publications and other events. Each Party grants to the other a limited license to use and reproduce the name, logo, trademarks or symbols ("Marks") to the other for the sole purpose of actively promoting, publicizing and recruiting for the Program under this Agreement. Prior to use of any such Marks, each Party must approve the materials to be published and/or displayed. Upon termination of this Agreement, the license granted under this section shall be terminated.
- 1.9 <u>Clinical Affiliation Agreements</u>. School shall be responsible for executing any necessary affiliation agreements to allow students to participant in any field experience or rotations with health care agencies.
- 1.10 <u>Liability</u>. Each Party accepts the responsibility for its own conduct and the conduct of its respective officers, directors, employees, agents, successors and assigns with respect to the losses, claims, actions, demands, liabilities, damages, costs and expenses that may arise from a Parties obligations under this Agreement or the Applicable Laws.

ARTICLE II: PROGRAM FUNDING, TUITION & RESOURCES

- 2.1 <u>Staffing</u>. Carle will provide and fund the Program Director and Medical Director positions for the Program. The School shall fund all other qualified instructors for the courses within the Program. The reporting relationship shall be set forth on Exhibit A in the Program Structure.
- 2.2 <u>Space, Equipment, Supplies</u>. School shall provide classrooms, equipment, and supplies for all courses it provides in the Paramedic curriculum that are part of this Agreement, but are not taught at Carle or its associated facilities. Carle shall provide classrooms, equipment, and supplies for all courses in the Paramedic curriculum taught at Carle or its associated facilities as part of this Agreement.
- 2.3 <u>Tuition</u>. The tuition and fees for the Program shall set in accordance with the School's tuition and fee schedule. The students shall pay all tuition and fees to the School as well as be responsible for their books, uniforms, meals, housing, and any other like expenses while enrolled in the Program.

ARTICLE III: CONFIDENTIALITY & COMPLIANCE WITH LAW

Confidentiality. Each Party recognizes that during the course of contract performance, it may acquire confidential business information, trade secrets, intellectual property, or other proprietary information either (i) that is marked in whole or in part as confidential; or (ii) that would otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself ("Confidential Information") (in such case as the "Receiving Party") from the other Party (in such case the "Disclosing Party"). Receiving Party agrees to keep all Confidential Information of this nature in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any Confidential Information. Upon termination or expiration of this Agreement, Receiving Party shall deliver all data, records, information or documents produced or acquired during the performance of this Agreement and all copies thereof to the Disclosing Party.

- 3.1 <u>FERPA</u>. The Parties agree to comply with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g) ("FERPA") as it pertains to education records kept by either Party relating to a student in the Program. Any consents required to be given as it relates to such records in order to share between School and Carle shall be collected by School.
- 2.2 Compliance with Law. The Parties believe that this Agreement complies with all relevant laws and regulations, specifically including but not limited to the Medicare/Medicaid Fraud and Abuse Anti-Kickback Statute, Stark Law, Health Insurance Portability & Accountability Act ("HIPAA") or its implementing regulations and the provisions of the Internal Revenue Code and its regulations that pertain to tax exemption. If at any time this Agreement is found to violate any law or regulation, or if either party has a reasonable belief that this Agreement creates a material risk of violating any law or regulation or jeopardizes the tax exempt status of Carle or any of its affiliates, then such Party shall provide written notice to the other Party along with an opinion of counsel. If within ninety (90) days from a Party first providing written notice to the other Party of the need to amend the Agreement, the Parties, acting in good faith, are: (a) unable to mutually agree upon and make amendments or alterations to the Agreement to meet the requirements in question; or (b) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either Party may terminate the Agreement upon thirty (30) days prior written notice.

ARTICLE IV: TERM & TERMINATION

- 4.1 <u>Term.</u> This Agreement shall commence on the Effective Date and will remain in effect for a period of three (3) years ("Initial Term") and thereafter shall automatically renew for one (1) year periods (each a "Renewal Term") unless otherwise terminated as provided herein. Initial Term and Renewal Term may be collectively be referred to herein as "Term".
- 4.2 <u>Termination</u>. This Agreement shall be terminated on the occurrence of any of the following events:
 - (a) <u>Termination by Agreement</u>. This Agreement may be terminated at any time upon the terms set forth in a written document signed by both Parties.
 - (b) <u>Termination for Cause</u>. This Agreement may be terminated for cause, if a Party commits a material breach of this Agreement and if such breach is not cured within ten (10) days after written notice of the breach.

- (c) <u>Termination Without Cause</u>. This Agreement may be terminated without cause, and for any reason, by providing the other Party ninety (90) days' written notice prior to the end of the academic term of the School.
- (d) <u>Loss of Accreditation</u>. If either Party receives notice of possible loss of accreditation that will impact the continuation of the Program, that Party shall be required to notify the other Party in writing within five (5) business days. School shall within a reasonable period of time notify all students attending the Program of such loss or impending loss.
- 4.3 <u>Effect of Termination</u>. Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination. Provided, however, that in the event that this Agreement is terminated and such termination is not due to loss of accreditation, Students who are participating in a Program at the time of termination and are in good standing shall be allowed to complete the Program under the terms and conditions set forth in this Agreement.

ARTICLE V: GENERAL PROVISIONS

- 5.1 <u>Independent Contractor</u>. In the performance of all duties and obligations, Carle, School, and Students, are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.
- 5.2 <u>Amendments</u>. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 5.3 <u>Assignment</u>. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- Warranty of Non-Exclusion. By execution of this Agreement, each Party represents and 5.4 warrants to the other that it and its faculty participating in the Program (collectively "School") has not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set

- forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.
- 5.5 <u>Governing Law</u>. This Agreement shall be construed and governed by the laws of the State of Illinois.
- Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 5.7 <u>Notice</u>. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

School: Illinois Eastern Community Colleges 233 E. Chestnut Street Olney, IL 62450 Carle:
Carle Richland Memorial Hospital
800 E. Locust Street
Olney, IL 62450
Attn: Legal Services

- Statement of Non-Discrimination. Both Parties shall abide by applicable State and Federal non-discrimination laws and are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability in either the selection of students for participation in the Program, or as to any aspect of the Program; provided, however, that with respect to disability, the disability must not be such as would even with reasonable accommodation, in and of itself, preclude the student's effective participation in the Program. Neither the School nor Carle guarantees acceptance of a specific number of students.
- Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 5.10 <u>Successors and Assigns</u>. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.
- 5.11 <u>Survival of Covenants</u>. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 5.12 <u>Third Party Rights</u>. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties, including but not limited to students, under this Agreement and that there are no third party beneficiaries to this Agreement.

- 5.13 <u>Waiver of Breach</u>. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 5.14 <u>Entire Agreement</u>. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 5.15 <u>Execution</u>. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.

IN WITNESS WHEREOF, the Parties, through their duly authorized officers, accept the above terms and conditions herein upon their signature below.

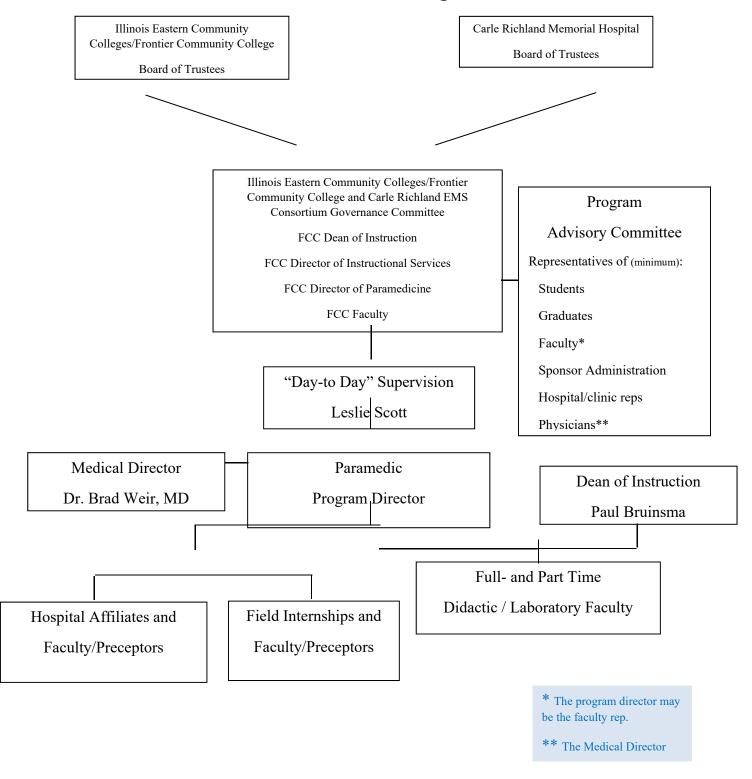
Carle Richland Memorial Hospital	School
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A

Illinois Eastern Community Colleges/Frontier Community College and Carle Richland EMS Consortium

(Consortium agreement delineating governance and lines of authority)

Paramedic Program



Agenda Item #8G OPEID Number

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 20, 2019

RE: OPEID Number

The Office of Postsecondary Education Identification (**OPE ID**) number is assigned by the U.S. Department of Education to identify schools that have Program Participation Agreements (PPA) so that its students are eligible to participate in Federal Student Financial Assistance programs under Title IV regulations. Under consideration is having one OPE ID number that covers all colleges in the IECC District.

Illinois Eastern Community Colleges currently operate under five Office of Post-Secondary Education Identification Numbers (OPE ID); one for each of the four Colleges and one for the District. The District utilizes these identification numbers to be eligible for Title IV, Title III, and other Department of Education funding.

The District was contacted at the end of April by the Department of Education regarding the OPE ID number. After many conversations, the Department of Education determined that accreditation and state authorization must match OPE ID numbers. Currently, the District has joint accreditation and state authorization. After careful deliberation and consultation with the Department of Education, the Higher Learning Commission, the Illinois Community College Board office and several internal constituents, the recommendation is one OPE ID number with the Department of Education. This process will begin immediately with an effective implementation date of July 1, 2020.

I recommend approval of one OPE ID number for the IECC District with the Department of Education.

MH/rs

Agenda Item #8H Tentative Budget Fiscal Year 2020

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 20, 2019

RE: Fiscal Year 2020 Tentative Budget

Prior Board action required that the tentative budget be made available to the public by August 7th and mailed to the Board of Trustees. The tentative budget will remain available for public inspection through the scheduled September 17th Budget Hearing and Board meeting. Publication of the budget's availability and notice of the Public Hearing on the Budget was made in district newspapers.

The Fiscal Year 2020 tentative budget was sent to the Board of Trustees under separate cover. The tentative budget document represents the current and best judgment of the district administration relative to anticipated revenues for Fiscal Year 2020. Currently, the District is projecting overall revenues of \$45,694,709 and expenses of \$48,962,087. The budget contains plans for capital investments, deferred maintenance, program investment, building expansion, and the issuance of PHS bonds.

For the Operating Funds, the tentative budget shows revenues of \$32,731,979 and expenses of \$32,309,786. This represents a decrease of 1.4% in revenues from the prior year related to a realignment in expected revenues from tuition and fees and a 1.9% increase in expenditures over the prior budget related to planned capital improvements.

The tentative budget is based on information available at the time of publication. If new information becomes available, changes will be made to the final budget and those changes will be reviewed with the Board on September 17th prior to approval of a final budget.

As required by law, a Public Hearing on the Budget will be held on September 17, 2019 and following the hearing, a final budget will be presented to the Board for its approval.

I ask the Board of Trustees' approval of the tentative budget as presented.

MH/akb

Agenda Item #8I Appointment of Search Committee

Agenda Item #8I

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 20, 2019

RE: Appointment of Search Committee

The Search Committee for the District's Chancellor is charged with oversight of the search process and reporting progress in the search for the District's next leader.

It is recommended that the Board approve the appointment of Trustees Gary Carter and James Lane, CEO Marilyn Holt, and Board Secretary Renee Smith to the Chancellor Search Committee.

MH/rs

Agenda Item #9 Bid Committee Report

BID COMMITTEE REPORT

August 20, 2019

Economic Development Administration Grant

1. Equipment Contracts

TO: Board of Trustees

FROM: Bid Committee

DATE: August 20, 2019

RE: (8) Equipment Contracts

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

The Bid Committee recommends acceptance of the low base bids received on two of the eight equipment contracts that meet all specifications from Herschel Johnson Implement, Inc. for a total of \$96,000 and from Omax Waterjets for a total of \$73,110.

Company	Total Bid
Herschel Johnson Implement, Inc. #1	
Albion, IL	$12,000 \times 8 = 96,000$
Omax Waterjets #4	
Fishers, IN	\$73,110

Respectfully submitted,

Ryan Hawkins Marilyn Holt Renee Smith

Department: Wabash Valley College Diesel Equipment Technology and Olney Central College Welding.

Source of Funds: This bid is partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration for \$600,000. The equipment in this grant will be paid for 50% by the EDA and 50% by IECC.

Rationale for Purchase: The proposals received meet all specifications required of the equipment contract bid.

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 potential vendors.

Specifications for (8) Equipment Contracts

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

Recipient of U.S. Department of Commerce, Economic Development Administration Grant Award 06-79-06113

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the Equipment shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL, until 11 AM local time, on Tuesday, August 13, 2019, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

METHOD OF BIDDING

Unit Costs Bids will be received for the following:

EQUIPMENT CONTRACT #1

EQUIPMENT CONTRACT #2

EQUIPMENT CONTRACT #3

EQUIPMENT CONTRACT #4

EQUIPMENT CONTRACT #5

EQUIPMENT CONTRACT #6

EQUIPMENT CONTRACT #7

EQUIPMENT CONTRACT #8

Bids shall be made separately for each equipment contract. Contractors may bid multiple equipment contracts.

PREPARATION OF BIDS

Bids shall be executed in accordance with attached forms, and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project.

EQUIPMENT CONTRACT #1

LAB TRACTOR

EDA Equipment Number 32

SPECIFICATIONS

Massey or equivalent

- Compact Tractor with 24 HP with MFWD;
- 20.4 minimum rated PTO HP;
- 3-cylinder turbocharged tier 4 final diesel engine with rated engine speed of 2600 RPM;
- Non DPF/DOC engine;
- Internal EGR;
- Mechanical Transmission 9X3 (9 forward/3 reverse);
- Wet disk brake;
- Open center hydraulic system with minimum 6.7 GPM pump;
- Hitch capacity @ 24" behind pin, minimum 1,600 lbs.

Quantity: 8

EQUIPMENT CONTRACT #4

WATER JET TABLE

EDA Equipment Number 1

SPECIFICATIONS

Work Envelope/Cutting Table

- Cutting X-Axis Travel* 2' 7" 800 mm
- Cutting Y-Axis Travel* 5' 0" 1530 mm
- Z-Axis Travel 5" 125 mm
- X-Axis Table Size 2' 10" 864 mm
- Y-Axis Table Size 5' 5" 1645 mm
- Performance Specifications

Performance Specifications

- Speed 500 in/min 12700 mm/min
- Ball Bar Circularity* ± 0.007 " ± 0.178 mm
- Linear Positional Accuracy* ± 0.003" ± 0.076

Motor Power=20HP

Maximum Jet Power= 17HP

Output Pressure=45,000 PSI

Orifice and Flow Rate=.012"/,67 gpm

Dimensions=52.5" x 31" x 42"

Maximum supported material load 100 lb / ft² 488 kg / m²

Machine floor loading (not including supported material)
250 lbs / ft² 1220 kg / m²

NOZZLE ASSEMBLY

EDA Equipment Number 2

SPECIFICATIONS

- .012/.030 Nozzle Assembly
- Optimized cutting performance for 20hp pump
- The streamlined design includes a nozzle body, .012
- Sapphire orifice, and one .030 Roctec mixing tube
- The nozzle body is designed to last up to 500 hours before replacement
- This configuration is optimized for a 20hp pump

TOOL CHEST

SPECIFICATIONS

- Provides operators with the convenience of machine control and frequently used tools all in one place.
- The chest is a 9-drawer rolling cabinet, custom powder coated.
- It features steel construction,
- large size roll around casters, right or left hand guide rail, drawer liners, a top mat, and key lock to secure drawers.

CATCHER TANK GRATE KIT

EDA Equipment Number 3

SPECIFICATIONS

- Provide a tough and stable cutting surface for your waterjet machine
- Welded, 9 gauge steel grates that supports 100 pounds per foot of load
- 2 sections 16" long, 65" wide and 4" thick

Agenda Item #10

District Finance

A. Financial Report B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

TREASURER'S REPORT July 31, 2019

FUND	BALANCE
Educational	\$7,172,468.56
Operations & Maintenance	\$508,903.88
Operations & Maintenance (Restricted)	\$613,662.51
Bond & Interest	\$106,827.02
Auxiliary	\$75,980.90
Restricted Purposes	(\$119,341.41)
Working Cash	\$92,680.92
Trust & Agency	\$459,323.73
Audit	(\$13,471.49)
Liability, Protection & Settlement	\$155,547.90
TOTAL ALL FUNDS	\$9,052,582.52

Respectfully submitted,

Ryan Hawkins, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES Comparative Combined Balance Sheets - All Funds July 31, 2019 & 2018

	ALL F	UNDS		
	Fiscal		Fis cal	
	Year		Year	
	2020		2019	
ASSETS:				
CASH	\$ 9,052,583	\$	10,612,332	
IMPREST FUND	21,300		21,300	
CHECK CLEARING	12,500		12,500	
CDB PROJECT TRUST	76,363		-	
INVESTMENTS	19,150,000		17,590,000	
RECEIVABLES	3,708,685		3,595,653	
INVENTORY	475,646		452,424	
OTHER ASSETS	463,650		462,250	
FIXED ASSETS (Net of Depr)	16,476,303		15,997,031	
TOTAL ASSETS AND OTHER DEBITS:	\$ 49,437,030	\$	48,743,490	
LIABILITIES:				
PAYROLL DEDUCTIONS PAYABLE	\$ 914	\$	187,066	
ACCOUNTS PAYABLE	440,974		308,352	
DEFERRED REVENUE	68,639		51,929	
L-T DEBT GROUP (FUND 9)	5,667,603		7,370,668	
OPEB (Prior Year Restated for GASB 75 Implementation)	15,228,583		15,463,329	
TOTAL LIABILITIES:	21,406,713		23,381,344	
FUND BALANCES:				
FUND BALANCE	19,064,058		19,490,628	
INVESTMENT IN PLANT (Net of Depr)	16,476,303		15,997,031	
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(20,896,186)		(22,833,997	
RESERVE FOR ENCUMBRANCES	13,386,142		12,708,484	
TOTAL EQUITY AND OTHER CREDITS	28,030,317		25,362,146	
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 49.437.030	\$	48.743.490	

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets For the Periods Ended July 31, 2019 & 2018

REVENUES:	FY 2020 YEAR-TO-DATE	FY 2019 YEAR-TO-DATE		
LOCAL GOVT SOURCES	\$ 186	\$ 588,349		
STATE GOVT SOURCES	1,279,018	641,635		
STUDENT TUITION & FEES	5,609,883	5,497,386		
SALES & SERVICE FEES	259,676	322,706		
FACILITIES REVENUE	4,023	1,360		
INVESTMENT REVENUE	(60,352)	(40,126)		
OTHER REVENUES	8,220	32,442		
TOTAL REVENUES:	7,100,654	7,043,752		
EXPENDITURES: INSTRUCTION ACADEMIC SUPPORT STUDENT SERVICES PUBLIC SERV/CONT ED OPER & MAINT PLANT INSTITUTIONAL SUPPORT SCH/STUDENT GRNT/WAIVERS AUXILIARY SERVICES TOTAL EXPENDITURES:	125,600 36,667 90,176 - 160,812 777,438 1,491,550 497,853 3,180,096	184,904 36,658 92,178 - 113,720 884,705 1,241,054 491,676 3,044,895		
TRANSFERS AMONG FUNDS: INTERFUND TRANSFERS TOTAL TRANSFERS AMONG FUNDS:	<u>-</u>	<u>-</u>		
NET INCREASE/DECREASE IN NET ASSETS	\$ 3,920,558	\$ 3,998,857		

ILLINOIS EASTERN COMMUNITY COLLEGES OPERATING FUNDS ONLY COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2018-2020

		FISC	CAL YEAR 2018	8	F	ISCAL	YEAR 2019		FIS	CAL YEAR 202	0	
		110				100, 12	12/11/2010		7.10			
College	Category	Anticipated Budget	Spent Thru July	% of Bdgt	Anticipate Budget	d	Spent Thru July	% of Bdgt	Anticipated Budget	Spent Thru July	% of Bdgt	% of Year
Frontier	Bills		\$ 43.097				\$ 36,281			\$ 43,451		
	Payroll		100,518				85,249			81,667		
	Waivers		173,864				149,613			215,978		
	Totals	\$ 4,189,416	317,479		\$ 4,550	604	271,143		\$ 4,370,599	341,096	8%	8%
Lincoln Trail	Bills		46,560				41,621			46,666		
	Payroll		53,337				36,841			41,925		
	Waivers		311,712				329,180			358,767		
	Totals	\$ 4,531,653	411,609		\$ 4,788	234	407,642		\$ 4,765,117	447,358	9%	8%
Olney Central	Bills		74,480				161,664			106,989		
	Payroll		25,882				6,103			11,579		
	Waivers		251,472				321,566			355,565		
	Totals	\$ 7,303,330	351,834		\$ 7,449	755	489,333		\$ 7,669,580	474,133	6%	8%
Wabash Valley	Bills		57,782				64,190			62,179		
	Payroll		47,471				32,672			43,509		
	Waivers		319,776				432,518			551,774		
	Totals	\$ 6,136,568	425,029		\$ 6,236	897	529,380		\$ 6,449,215	657,462	10%	8%
Workforce Educ.	Bills		12,162				12,797			11,974		
	Payroll		63,402				50,858			54,363		
	Waivers		1,927				2,222			858		
	Totals	\$ 4,869,942	77,491		\$ 4,258	339	65,877		\$ 4,396,670	67,195	2%	8%
District Office	Bills		15,552				19,159			16,572		
	Payroll		60,456				72,980			63,300		
	Waivers		-				-			-		
	Totals	\$ 1,614,463	76,008		\$ 1,519	023	92,139		\$ 1,558,900	79,872	5%	8%
District Wide	Bills		155,979				265,676			230,213		
	Payroll		42,591				47,344			45,258		
	Waivers	ļ	11,035				5,954			8,611		
	Totals	\$ 2,705,152	209,605		\$ 2,883	536	318,974		\$ 3,099,705	284,082	9%	8%
GRAND TO	TALS	\$31,350,524	\$ 1,869,055	6%	\$ 31,686	388	\$2,174,488	7%	\$32,309,786	\$2,351,198	7%	8%

ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report July 31, 2019

FY 202		FY 2019	a .			
	0/ 6		FY 2019			se)
	% of		% of			
Amount	Total	Amount	Total		\$	%
\$ 341,601	14.53%	331,746	15.26%	\$	9,855	2.971%
149,119	6.34%	158,901	7.31%		(9,782)	-6.156%
181,775	7.73%	94,288	4.34%		87,487	92.787%
67,400	2.87%	145,062	6.67%		(77,662)	-53.537%
1,133	0.05%	2,047	0.09%		(914)	-44.651%
44,607	1.90%	92,120	4.24%		(47,513)	-51.577%
69,386	2.95%	33,401	1.54%		35,985	107.736%
-	0.00%	-	0.00%			#DIV/0!
1,496,176	63.63%	1,316,923	60.56%		179,253	13.612%
\$ 2,351,197	100.00%	2,174,488	100.00%	\$	176,709	8.126%
	\$ 341,601 149,119 181,775 67,400 1,133 44,607 69,386 - 1,496,176	Amount Total \$ 341,601 14.53% 149,119 6.34% 181,775 7.73% 67,400 2.87% 1,133 0.05% 44,607 1.90% 69,386 2.95% - 0.00% 1,496,176 63.63%	Amount Total Amount \$ 341,601 14.53% 331,746 149,119 6.34% 158,901 181,775 7.73% 94,288 67,400 2.87% 145,062 1,133 0.05% 2,047 44,607 1.90% 92,120 69,386 2.95% 33,401 - 0.00% - 1,496,176 63.63% 1,316,923	Amount Total Amount Total \$ 341,601 14.53% 331,746 15.26% 149,119 6.34% 158,901 7.31% 181,775 7.73% 94,288 4.34% 67,400 2.87% 145,062 6.67% 1,133 0.05% 2,047 0.09% 44,607 1.90% 92,120 4.24% 69,386 2.95% 33,401 1.54% - 0.00% - 0.00% 1,496,176 63.63% 1,316,923 60.56%	Amount Total Amount Total \$ 341,601 14.53% 331,746 15.26% \$ 149,119 6.34% 158,901 7.31% 7.31% 181,775 7.73% 94,288 4.34% 67,400 2.87% 145,062 6.67% 1,133 0.05% 2,047 0.09% 44,607 1.90% 92,120 4.24% 69,386 2.95% 33,401 1.54% - 0.00% - 0.00% 1,496,176 63.63% 1,316,923 60.56%	Amount Total Amount Total \$ \$ 341,601 14.53% 331,746 15.26% \$ 9,855 149,119 6.34% 158,901 7.31% (9,782) 181,775 7.73% 94,288 4.34% 87,487 67,400 2.87% 145,062 6.67% (77,662) 1,133 0.05% 2,047 0.09% (914) 44,607 1.90% 92,120 4.24% (47,513) 69,386 2.95% 33,401 1.54% 35,985 - 0.00% - 0.00% - 1,496,176 63.63% 1,316,923 60.56% 179,253

Agenda Item #11 Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

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

Agenda Item #14 Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: August 16, 2019

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1., 400.2., 400.4., 400.5., and 400.6. have been sent under separate cover.

INDEX

400.1.	Employment of Personnel
400.2.	Change-in-Status
400.3.	Special Assignment
400.4.	FY20 Administration and Staff Salaries
400.5.	Resignation Ratification
400.6.	Retirement Ratification

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional/Non-Faculty, Exempt

- 1. Maverick Fisher, Welding Specialist, Title III, OCC, effective October 1, 2019, pending successful completion of background check, employment contingent upon continued grant funding.
- 2. Lacey Shalenko, Head Women's Basketball Coach, WVC, effective September 1, 2019, pending successful completion of background check.

400.2. Change-in-Status

A. Professional/Non-Faculty, Exempt

1. Sharis Wilson, Office Assistant, FCC, to Coordinator of Literacy Development, FCC, effective August 21, 2019, employment contingent upon continued grant funding.

400.3. Special Assignment

A. Academic

1. Justin Gephart, Lead Instructor, Broadband/Telecommunications, \$650/Academic Year 2019-20

400.4. FY2020 Administration and Staff Salaries

400.5. Resignation Ratification

A. Faculty

1. Jesse Allen, Instructor, Broadband/Telecommunications Technology, LTC, effective August 12, 2019.

B. Professional/Non-Faculty, Exempt

- 1. Kathy Swinson, Director of Transition Center and Perkins, DO, effective November 1, 2019.
- 2. Jack Trosper, Head Women's Basketball Coach, WVC, effective July 19, 2019.

C. Classified

1. Danelle Davis, Office Assistant, LTC, effective August 17, 2019.

400.6. Retirement Ratification

A. Classified

1. Kathy Slichenmyer, Administrative Assistant to the President, OCC, effective January 1, 2020.

Agenda Item #15

Collective Bargaining

Agenda Item #16 Litigation

Agenda Item #17

Other Items

Agenda Item #18 Adjournment

Locally Funded, CDB, & PHS Projects Projects Schedule										
	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400								
Temp Building Replacement - LTC	CDB	\$1,495,500								
Center for Technology - LTC	CDB	\$7,569,800								
Applied Arts Building Roof - WVC	CDB	\$295,000								
GRAND TOTAL		\$13,094,700	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

7/31/2019