

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**IECC Board of Trustees Meeting**

**Tuesday, March 19, 2024**



**Location:**

**Lincoln Trail College, Statesmen Grill  
11220 State Highway 1  
Robinson, IL 62454**

**Dinner – 5:30 p.m.  
Meeting – 6:15 p.m.**

*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**

**Tuesday, March 19, 2024  
6:15 p.m.  
Lincoln Trail College, Statesmen Grill  
11220 State Highway 1  
Robinson, IL 62454**

1. Call to Order & Roll Call Chairman Carter
2. Welcome from the Chair Chairman Carter
3. Recognition of Visitors and Guests President Ambrose
  - 3.A. Visitors and Guests
  - 3.B. IECCEA Representative
4. Public Comments
5. Reports
  - 5.A. Trustees  
*Recognition of Student Trustee Amicone*
  - 5.B. Chancellor
  - 5.C. Presidents & Divisions  
*IECC Fact Book Presentation*  
*Mr. Brandon Weger*
6. Approval of Consent Agenda Chancellor Gower
  - 6.A. Disposition of Minutes 6

6.B.	Policy 300.20 Operating Cash Reserve	10
6.C.	Policy 300.21 Financial Standards for Federal Grant/ Award Funds	12
6.D.	Policy 500.23 Nursing Student Progression/ Remediation	14
6.E.	Policy 400.1 Selection and Employment	16
6.F.	Policy 400.4 Holiday, Leave, and Benefit Policy/ Non- Bargaining Unit	19
6.G.	Policy 400.31 Personal Workspace Appearance	24
6.H.	2025-2027 Academic Calendar	26
6.I.	AY23 IECC Fact Book	29
6.J.	Affiliation Agreements	30
7.	Action on Items Removed from Consent Agenda	Chancellor Gower
8.	Policy First Reading (and Possible Approval)	Chancellor Gower
8.A.	Policy 200.8 Campus Closures and Interruptions	43
9.	Policy Second Reading	Chancellor Gower
10.	Staff Recommendations for Approval	

10.A. Calendar Year Report 403(b) Plan	Chancellor Gower	45
10.B. Lease Agreement with Wabash Telephone Cooperative	Chancellor Gower	46
10.C. Audit Selection	Chancellor Gower	55
11. Bid Committee Report A. OCC Solar Array B. TRIO Upward Bound Educational Trip C. LTC Copper Wire Cable	Chancellor Gower	66
12. District Finance	Mr. Hawkins	
12.A. Financial Report		96
12.B. Approval of Financial Obligations		
13. Executive Session	Chancellor Gower	
13.A. 2(c)(1) Employment/Appointment Matters		
13.B. 2(c)(2) Collective Negotiating Matters		
13.C. 2(c)(7) Setting the Price for Sale or Lease of Property		
14. Approval of Executive Session Minutes	Chancellor Gower	
15. Approval of Personnel Report	Ms. McDowell	105
16. Collective Bargaining	Chancellor Gower	

17. Litigation

Chancellor Gower

18. Other Items

19. Adjournment

IECC Board of Trustees Meeting  
(rescheduled date)  
Tuesday, February 27, 2024 6:15 PM Central

Frontier Community College, Bob Boyles Hall  
2 Frontier Drive  
Fairfield, IL 62837

1. Call to Order & Roll Call – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Board Secretary Sonja Wease to call the roll.

Guadalupe Amicone (Student Advisory):	Present
Susan Batchelor:	Present
John Brooks:	Present
Roger Browning:	Present (via Zoom, non-voting)
Gary Carter:	Present
Brenda Culver:	Absent
Jan Ridgely:	Present
Barbara Shimer:	Present

Present: 5, Absent: 2.

Also present at the meeting, in addition to trustees:

Ryan Gower, Chancellor  
Jay Edgren, President of Frontier Community College/ Vice Chancellor Academic Affairs  
Tona Ambrose, President of Lincoln Trail College/Vice Chancellor Institutional Outreach  
Chris Simpson, President of Olney Central College/Vice Chancellor Business Operations  
Matt Fowler, President of Wabash Valley College/Vice Chancellor Student Affairs  
Alex Cline, Director of Information & Communications Technology  
Ryan Hawkins, Chief Financial Officer/Treasurer  
Andrea McDowell, Director of Human Resources  
Sonja Wease, Board Secretary

2. Welcome from the Chair – Chairman Carter welcomed all who were present for the meeting.

3. Recognition of Visitors and Guests

3.A. Visitors and Guests – Paul Bruinsma, Nixie Hnetkovsky, Steve Hnetkovsky, and Dustin Wiggins were present.

3.B. IECEA Representative – Nixie Hnetkovsky reported that the Spring semester is going well and that faculty are looking forward to Spring Break and preparing for the Summer semester.

4. Public Comments - None

5. Reports

5.A. Trustees - None

5.B. Chancellor – No additional information to his previously sent report.

5.C. Presidents – Reports were presented by the Presidents.

5.D. Division Report – Reports were presented by the Vice Chancellors.

6. Approval of Consent Agenda

Motion to approve the consent agenda with the removal of Item #6D Policy 500.14 Tuition Waivers to be tabled for another meeting. This motion, made by Susan Batchelor and seconded by Barbara Shimer, Carried.

Roger Browning: Absent, Brenda Culver: Absent, Student Advisory: Yea, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

6.A. Disposition of Minutes – Open meeting minutes as prepared for the regular meeting held on January 16, 2024 were presented for approval.

6.B. Policy 500.18 Transfer Degree Educational Guarantee – Move Policy 500.18 (Transfer Degree Educational Guarantee) to become Policy 800.10 (Transfer Degree Educational Guarantee)

6.C. Policy 500.19 Technical Degree/Certificate Educational Guarantee – Minor revisions were made to the policy.

6.D. Policy 500.14 Tuition Waivers – The policy was removed from the consent agenda and tabled for another meeting.

6.E. Policy 500.21 Student Military – Minor revisions were made to the policy to ensure new federal regulations are addressed concerning provisions when students are called for service.

6.F. Policy 500.33 Student Consumer – Minor revisions were made to the policy.

6.G. Affiliation Agreements – Chancellor Gower recommended approval of affiliation agreements with Master's Hands Inc. NFP; Renewal Rehab LLC; Trilogy Rehab LLC dba Synchrony Rehab; Edwards County Farm Bureau; and Empower Me.

7. Action on Items Removed from Consent Agenda - None

8. Policy First Reading (and Possible Approval) - None

9. Policy Second Reading - None

10. Staff Recommendations for Approval

10.A. ICISP Program Fee

Motion to approve the ICISP Cost Recover and Administrative Fees for institutional needs, financial aid, and for collection and remittance to ICISP. This motion, made by John Brooks and seconded by Guadalupe Amicone, Carried.

Roger Browning: Absent, Brenda Culver: Absent, Student Advisory: Yea, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

10.B. Policy 300.15 Revolving Fund

Motion to waive second reading and approve the foregoing policy as recommended. This motion, made by Susan Batchelor and seconded by Jan Ridgely, Carried.

Roger Browning: Absent, Brenda Culver: Absent, Student Advisory: Yea, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

10.C. Sale of Real or Personal Property

Motion to approve the sale of five acres formerly the location of the Lincoln Trail College "South Campus" (Harry L. Crisp Building) in the amount of \$106,000. After the destruction of the building, the Board determined that it no longer needed the land for community college purposes. This motion, made by John Brooks and seconded by Susan Batchelor, Carried.

Roger Browning: Absent, Brenda Culver: Absent, Student Advisory: Yea, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

#### 10.D. FY25 Tuition and Fee Rates

Motion to approve the proposed Fiscal Year 2025 tuition and fee rates as presented to be effective with the Summer 2024 term. In-District Tuition will be set at \$135 per credit hour.

This motion, made by Susan Batchelor and seconded by Guadalupe Amicone, Carried.

Roger Browning: Absent, Brenda Culver: Absent, John Brooks: Nay, Student Advisory: Yea, Susan Batchelor: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 4, Nay: 1, Absent: 2

#### 11. Bid Committee Report

Motion to accept the bid from Eagleson Automotive for the purchase of a new 15-passenger van at \$45,911.06. The motion also includes the acceptance of the bid from OneRoom, Inc. for Synchronous Learning Classrooms in the amount of \$866,384.22. This motion, made by Barbara Shimer and seconded by Susan Batchelor, Carried.

Roger Browning: Absent, Brenda Culver: Absent, Student Advisory: Yea, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 5, Nay: 0, Absent: 2

#### 12. District Finance

Motion to approve payment of district financial obligations for February 2024 in the total amount of \$1,764,025.94. This motion, made by Jan Ridgely and seconded by Susan Batchelor, Carried.

Roger Browning: Absent, Brenda Culver: Absent, Student Advisory: Yea, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 5, Nay: 0, Absent: 2

#### 13. Executive Session - None

#### 14. Approval of Executive Session Minutes

Motion to approve executive session minutes of the meeting held on Tuesday, January 16, 2024.

This motion, made by Jan Ridgely and seconded by Barbara Shimer, Carried.

Roger Browning: Absent, Brenda Culver: Absent, Student Advisory: Yea, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 5, Nay: 0, Absent: 2

#### 15. Approval of Personnel Report

##### **400.1 Employment of Personnel**

##### **A. Professional, Non-Faculty, Exempt**

1. Jesus Gonzales, Head Men's & Women's Soccer Coach, LTC effective March 4, 2024

##### **B. Classified, Non-Exempt**

1. Rachel Greenwood, International Student Liaison, LTC/OCC effective March 4, 2024
2. Juliet Graham, Student Service Specialist, WVC effective March 4, 2024
3. Melissa Hardiman, Custodian, WVC effective March 4, 2024

##### **400.2 Change in Status**

##### **A. Professional, Non-Faculty, Exempt**

1. Rodney Ranes, Interim Program Director of Adult Education to Program Director of Adult Education, effective September 1, 2024
2. Christy Morley, TRIO Upward Bound Counselor to Trio Upward Bound Coordinator, effective March 4, 2024

#### 400.3 Special Assignments (Attachment)

#### 400.4 Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Academic Year</u>
Dustin Wiggins	CenterPoint Energy Evansville, IN	10

#### 400.5 Retirement Ratification

1. Laurel Cutwright, Math Instructor, OCC effective May 10, 2024

Motion to approve the foregoing Personnel Report as presented. This motion, made by Barbara Shimer and seconded by Jan Ridgely, Carried.

Roger Browning: Absent, Brenda Culver: Absent, Guadalupe Amicone: Yea, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 2

16. Collective Bargaining - None

17. Litigation - None

18. Other Items - None

19. Adjournment

Motion to adjourn at 7:51 p.m. This motion, made by Susan Batchelor and seconded by Jan Ridgely, Carried.

Roger Browning: Absent, Brenda Culver: Absent, Student Advisory: Yea, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 5, Nay: 0, Absent: 2

Approved:      Chairman: \_\_\_\_\_

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

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: March 19, 2024  
RE: Operating Cash Reserve, Policy 300.20

This policy, based on its last revision date, was targeted for review via the policy and procedure monitoring process formalized last year. Upon review, the policy remains largely accurate with a minor revision reflective of current practice.

The proposed revision has been approved by Cabinet. I would ask the Board to waive the second reading and approve Policy 300.20 as presented.

RG/rh

Attachment

**Operating Cash Reserve (300.20)**

Date Adopted: August 17, 2004

Revised: April 19, 2016

Revised: TBD (Pending Board Approval)

It shall be the objective of the District to maintain an Operating Cash Reserve sufficient to meet its financial obligations for a minimum of four months.

An Operating Cash Reserve shall be defined as the end of year Operating Funds cash and investment balance (cash and investments in the Education Fund and the Operations and Maintenance Fund) divided by the average per month expenditures and transfers for such funds as shown on the audited Uniform Financial Statement No. 1 as presented by the Chief ~~Finance~~ **Financial** Officer.

The Operating Cash Reserve is calculated each fiscal year based upon the District's independently audited Comprehensive Annual Financial Report (CAFR) for the most recent fiscal year then ended. This CAFR is submitted by Illinois Eastern Community Colleges to the Illinois Community College Board on or before ~~October~~ **December** 15<sup>th</sup> of each year.

The Operating Cash Reserve amount will be submitted to the Board each fiscal year, following the approval of the CAFR, for its review.

The establishment of a minimum four-month Operating Cash Reserve is a financial goal of the District, but situations may arise that would require the District to utilize funds set aside as an Operating Cash Reserve. Such utilization would only be done with full disclosure to, and approval of, the Board of Trustees.

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: March 19, 2024

RE: Procurement Standards for Federal Grant Awards, Policy 300.21

This policy, based on its last revision date, was targeted for review via the policy and procedure monitoring process formalized last year. Upon review, the policy remains accurate with a minor revision for clarification.

The proposed revision has been approved by Cabinet. I would ask the Board to waive the second reading and approve Policy 300.21 as presented.

RG/rh

Attachment

**Policy – Procurement Financial Standards for Federal Grant/Award Funds (300.21)**

Date Adopted: November 17, 2015

Revised: TBD (Pending Board Approval)

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

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

1. General procurement standards.
2. Procurement “Code of Conduct” which addresses conflicts of interest. **A more detailed explanation of Conflicts of Interest will be documented in Procedure.**
3. Competition standards.
4. Methods of procurement and procurement procedures.
5. Recordkeeping and administration.
6. Cash management.
7. Determination and appropriateness of costs.
8. Equipment Management.

**Conflict of Interest**

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

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: March 19, 2024  
RE: Nursing Student Progression/Remediation Policy 500.23

This policy defines a computerized exit exam and scoring minimums required of nursing students during their final semester. This testing will no longer be used as a measure of achievement, allowing for the deletion of this policy, effective May 31, 2024.

The proposed deletion has been approved by Cabinet. I would ask the Board to waive the second reading and approve Policy 500.23 as presented.

RG/af

Attachment

STUDENT – 500

**Nursing Student Progression/Remediation Policy (500.23)**

Date Adopted: October 16, 2007

Revised: March 18, 2008

Revised: November 17, 2009

Revised: December 13, 2011

Revised: November 20, 2012

Revised: April 18, 2017

***Deleted by Board Action Date TBD. (Effective May 31, 2024)***

Each RN nursing student will be required to achieve a minimum passing score of 850 on the Health Education System, Inc. (HESI) computerized exit exam for nurses or an equivalent standardized nursing exit exam which is approved by the Associate Dean of Nursing and Allied Health. Each LPN nursing student will be required to achieve a minimum passing score of 700 on the Health Education System, Inc. (HESI) computerized exit exam for nurses or an equivalent standardized nursing exit exam which is approved by the Associate Dean of Nursing and Allied Health. The required score and the approved nursing exit exam will be specified in the applicable course syllabus for NUR 1206, or NUR 2205 offered in the last semester of either the LPN or the RN program. If the minimum score is not achieved, the student will be required to successfully complete remediation as assigned by faculty.

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: March 19, 2024  
RE: Selection and Employment (Policy 400.1)

Illinois Eastern Community Colleges strives to recruit and hire exceptional individuals to help us achieve our mission. The District continues to review policy and procedure to ensure they align with current and best practices. Minor revisions to Policy 400.1 are recommended which includes the expansion of student workers being required to have a background check prior to employment.

The proposed policy revisions have been approved by the Strategic Engagement Planning Council. I would ask the Board to waive the second reading and approve Policy 400.1 as presented.

RG/am

Attachment

## HUMAN RESOURCES - 400

### **Selection and Employment (400.1)**

Date Adopted: February 18, 1997

Revised: July 18, 2012

Revised: May 21, 2013

Revised: August 20, 2013

Revised: November 19, 2013

Revised: TBD (Pending Board Approval)

Illinois Eastern Community Colleges (IECC) strives to recruit and hire qualified individuals who support IECC's mission. IECC complies with all federal and state non-discrimination and equal opportunity laws, orders, and regulations and adheres to Illinois' status as an "employment-at-will" state.

#### Full-Time Employees

~~Employees of the College District shall be employed by the Board of Trustees~~ Upon recommendation of by the Chancellor, ~~Chief Executive Officer/Chief Operating Officer~~ applicants for employment shall be presented to the Board of Trustees for approval. A recommendation for hire will be made only after completion and receipt of an acceptable criminal background check. ~~Completion of a criminal background check for part-time employment will meet this requirement if done within 24 months of consideration for full-time employment.~~

EMPLOYEES OF ~~THE COLLEGE DISTRICT~~ IECC SHALL BE AT-WILL EMPLOYEES AND EITHER THE BOARD OF TRUSTEES OR THE EMPLOYEE CAN TERMINATE THIS AT-WILL RELATIONSHIP WITH OR WITHOUT CAUSE, WITH OR WITHOUT NOTICE, AT ANY TIME, EXCEPT AS PROVIDED BY SPECIFIC CONTRACT TERMS AND ANY APPLICABLE LAWS. No supervisor, managerial employee, administrator, or representative of Illinois Eastern Community Colleges has the authority to enter into any agreement with any individual for employment for any specified period or to make any promises contrary to the employment-at-will policy. Only the Board of Trustees has such authority. Resignations and retirements by full-time employees are deemed accepted by the employee's supervisor and ~~Chancellor Chief Executive Officer~~ at the time of receipt by the supervisor.

#### Part-Time Employees

The Board of Trustees designates only the ~~Chancellor Chief Executive Officer/Chief Operating Officer~~ and the Executive Director of Human Resources the authority to employ, dismiss, or terminate part-time employees on an as-needed basis. The ~~Chancellor Chief Executive Officer~~ and Executive Director of Human Resources may delegate authority to discipline part-time employees, and to accept letters of retirement or resignation upon their receipt by the supervisor. ~~Within 30 days of initial hire, part-time employees shall have had completed an acceptable criminal background check.~~

~~Should a part-time employee have 24 months of inactivity between work assignments, an additional acceptable criminal background check is required prior to resuming part-time employment duties.~~

A current acceptable criminal background check must be received and on file with the District Human Resources office prior to:

- an applicant beginning employment.
- an employee resuming work after a 12-month period of inactivity between work assignments.
- a part-time employee becoming a full-time employee when the criminal background check on file is more than 12 months old.

PART-TIME EMPLOYEES OF THE COLLEGE DISTRICT SHALL BE AT-WILL EMPLOYEES AND EITHER THE EMPLOYER OR THE PART-TIME EMPLOYEE CAN TERMINATE THIS AT-WILL RELATIONSHIP WITH OR WITHOUT CAUSE, WITH OR WITHOUT NOTICE, AT ANY TIME. No supervisor, managerial employee, administrator, or representative of Illinois Eastern Community Colleges

has the authority to enter into any agreement with any individual for employment for any specified period or to make any promises contrary to the employment-at-will policy.

Chief Executive Officer, Chancellor and College Presidents/Vice-Chancellors and Deans of Instruction  
~~Each member of~~ The Board of Trustees shall be directly involved in the selection process for the positions of the ~~Chancellor Chief Executive Officer~~ and the four College Presidents/~~Vice-Chancellors~~. Board members shall:

- be notified when position announcements are made; ~~and~~
- ~~be notified~~ when individuals submit applications; ~~and shall~~
- be provided the opportunity to review all applications for these positions; ~~Board members shall~~
- be involved directly in the selection of candidates for interviews; ~~by the Board and shall~~
- interview the candidates at a regular or special Board meeting.

#### Select Administrative Positions

Regarding the selection process for select administrative positions, the Board of Trustees shall be:

- ~~Board members shall be~~ notified in writing as soon as appointments for interviews of candidates ~~for Dean of Instruction at each college~~ are made.
- ~~The Board members shall be~~ provided the name(s) of the candidate(s) and the time and place of the interview(s).
- ~~Each Board member shall be~~ provided application related materials upon request.

#### Annuitants Returning to Work

Annuitants of the State Universities Retirement System who return to work for Illinois Eastern Community Colleges may not work for another employer covered by the State Universities Retirement System.

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: March 19, 2024

RE: Holiday, Leave, and Benefit Policy – Non-Bargaining Unit Employees (400.4)

Under new Illinois legislation, known as the Employee Blood Donation Leave Act (820 ILCS 149), eligible employees are entitled to paid leave when donating blood or an organ. In compliance with this Act, Policy 400.4 has been updated to remain in compliance with State law.

The proposed revisions have been approved by the Strategic Engagement Planning Council. I would ask the Board to waive the second reading and approve Policy 400.4 as presented.

RG/am

Attachment

**Holiday, Leave, and Benefit Policy - Non-Bargaining Unit Employees (400.4)**

Date Adopted: May 20, 1997	Revised: April 21, 2020
Revised: September 17, 2002	Revised: June 16, 2020
Revised: November 15, 2005	Revised: January 19, 2021
Revised: June 20, 2006	Revised: September 20, 2022
Revised: December 12, 2006	Revised: December 12, 2023 (Effective 1/1/2024)
Revised: February 21, 2017	Revised: March 19, 2024 (Pending Board Approval)
Revised: March 17, 2020	

The purpose of this policy is to describe the Board-approved holidays, leave days, and benefits for IECC employees not covered by the Collective Bargaining Agreement.

**I. Paid Leave**

**Leave.** One (1) leave day is the equivalent of eight (8) hours; paid leave days can be used in half-hour increments. Unless otherwise noted, leave days described below are not paid out upon termination. Leave policy provisions for modified-time employees shall be prorated according to time employed in relation to full-time employees.

- A. **Sick Leave.** Each full-time employee shall, on the first day of employment of the employee's initial year, be granted a pro-rated share of working days up to a total of seventeen (17) Sick Leave days with pay.

After the initial year of employment, and at the beginning of every fiscal year thereafter, each full-time employee will receive Sick Leave according to the following schedule:

<u>Years of Continuous Full-time Service</u>	<u>Sick Leave Days Per Year</u>
2-9	10
10-15	13
16-20	16
21-25+	19

Any unused Sick Leave will be allowed to accumulate. An accounting of accumulated Sick Leave will be made semi-annually.

The Chancellor, or a designee, may require the employee on Sick Leave to provide a statement from the employee's physician. In addition, the Chancellor may require that the employee be examined by a physician determined by the Chancellor. In the latter case, the cost of the examination will be borne by the Board of Trustees.

- B. **Personal Leave: Full-time Employees.** A full-time employee shall be granted, without loss of pay or benefits, five (5) Personal Leave days per fiscal year for any reason of their choosing as outlined in (820 ILCS 192/) Paid Leave for All Workers Act. Where foreseeable, notice of such leave should be made to the employee's immediate supervisor five (5) days prior to the time personal leave is desired. Personal leave hours must be used by the end of the fiscal year and will not be carried over. Unused hours are not paid out at the time of termination. If the full-time employee is rehired within 12 months of separation previously accrued paid leave that had not been used by the employee shall be reinstated. The employee shall be entitled to use accrued paid leave at the commencement of employment following a separation from employment of 12 months or less.

**Personal Leave: Part-time Employees.** A part-time eligible employee shall be granted paid time off for any reason of their choosing as outlined in (820 ILCS 192/) Paid Leave for All Workers Act. Part-time employees will earn one (1) hour of personal leave for every 40 hours worked. Personal

leave will begin accumulating on the first day of employment and is available for use after the employees first payroll is processed. Application for such leave should be made to the employee's immediate supervisor five (5) days prior to the time said leave is desired. Unused hours are not paid out at the time of termination. If the part-time employee is rehired within 12 months of separation previously accrued paid leave that had not been used by the employee shall be reinstated. The employee shall be entitled to use accrued paid leave at the commencement of employment following a separation from employment of 12 months or less. The personal leave balance may never exceed 40 hours.

Employees are considered ineligible for this leave if they are considered one of the following:

1. A student enrolled in and regularly attending classes and who is employed on a temporary basis at less than full time.
2. A temporary employee who is employed for less than 2 consecutive calendar quarters during a calendar year and who does not have a reasonable expectation that they will be rehired.

Personal Leave: Part-Time Instructors (Adjuncts). A part-time eligible instructor (Adjunct) will receive an amount based on working 28 hours per week, front loaded at the beginning of each semester. Personal leave will begin accumulating on the first day of employment and is available for use after the employees first payroll is processed. Application for such leave should be made to the employee's immediate supervisor five (5) days prior to the time said leave is desired. Unused hours are not paid out at the time of termination. If the part-time employee is rehired within 12 months of separation previously accrued paid leave that had not been used by the employee shall be reinstated. The employee shall be entitled to use accrued paid leave at the commencement of employment following a separation from employment of 12 months or less. The personal leave balance may never exceed 40 hours.

- C. Required Court Appearance Leave: Full-time Employees. Full-time employees shall be granted leave with pay to appear in court as a witness or a member of a jury. Compensation received for such court appearances shall accrue to the College District.

Required Court Appearance Leave: Part-time hourly employees: Part-time employees who 1) work 20 hours or more per week and 2) have been employed by IECC for 6 months or more will be eligible for Required Court Appearance Leave. Part-time employees who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Executive Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

Required Court Appearance Leave: Part-time faculty: Part-time faculty who 1) teach at least 3 hours for the semester and 2) have been employed by IECC for more than one semester will be eligible for Required Court Appearance Leave. Part-time faculty who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Executive Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

- D. Funeral Leave. Full-time employees shall be granted Funeral Leave for the purpose of attending the funeral, without loss of pay, under the following terms and conditions.

Maximum Three (3) Days of Leave at Full Pay – For a death within the immediate family, which means the full-time employee's spouse, child, parent, sibling, parent-in-law, or member of the immediate household of the employee.

Maximum One (1) Day Leave at Full Pay. For a death of a near relative.

- E. Unpaid Leave of Absence. The Chancellor may grant up to 2 weeks leave of absence without pay to a full-time employee. The Board may grant up to one year's leave of absence without pay to a full-time employee, and up to an additional year upon request and Board approval. Such leaves may be granted for advanced study, exchange teaching or assignment, travel, governmental

service, or other personal reasons. Applications for leaves shall be filed with the President and then the Chancellor not later than 90 days prior to the beginning of the date that the leave would commence.

Vacation, sick, personal days, and other benefits shall not accrue during an employee's Unpaid Leave of Absence. An employee may, however, elect to continue to participate in the District group insurance plan at the employee's sole expense, provided the employee makes acceptable arrangements to pay the premium during the term of his/her unpaid leave. **[Moved to II]**

- E. **Leave for Blood and Organ Donation.** As provided in 820 ILCS 149 (cited as the Employee Blood and Organ Donation Leave Act), employees who have been employed full-time for a period of six (6) months or more are eligible for:
1. One (1) hour of paid leave every 56 days for the purpose of donating blood, in the manner defined within the Act.;
  2. Ten (10) days of paid leave every 12 months for the purpose of donating an organ, as defined within the Act.
- Supervisor approval is required prior to the leave.
- F. **Absences Due to Attendance at Educational Meetings and Conferences.** Approved attendance at educational meetings and conferences may be granted without loss of salary. Attendance must be approved in advance by the employee's immediate supervisor in accordance with established guidelines. Employees authorized to represent the college or district shall be allowed expenses according to the regulations of the District.

## **II. Unpaid Leave of Absence**

The Chancellor may grant up to 2 weeks leave of absence without pay to a full-time employee. The Board may grant up to one year's leave of absence without pay to a full-time employee, and up to an additional year upon request and Board approval. Such leaves may be granted for advanced study, exchange teaching or assignment, travel, governmental service, or other personal reasons. Applications for leaves shall be filed with the President and then the Chancellor not later than 90 days prior to the beginning of the date that the leave would commence.

Vacation, sick, personal days, and other benefits shall not accrue during an employee's Unpaid Leave of Absence. An employee may, however, elect to continue to participate in the District group insurance plan at the employee's sole expense, provided the employee makes acceptable arrangements to pay the premium during the term of his/her unpaid leave.

## **III. Holidays and Winter Break**

- A. **Official Holidays.** Paid holidays for all full-time employees include: Martin Luther King, Jr. Day, Presidents' Day, Spring Holiday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving and the following Friday, Christmas Day, New Year's Day.
- B. **Winter Break.** The administration establishes Winter Break for full-time employees in accordance with the academic calendar. Exempt employees who are required to work over Winter Break shall be given Personal Leave time equivalent to the time they were required to work over Winter Break. Non-exempt employees who are required to work over Winter Break shall **have the option to be paid double time or be given Personal Leave time equivalent to the time they were required to work over Winter Break.**

## **IV. Benefits**

**Insurance Benefits.** Major medical and dental insurance shall be made available for full-time employees. Full-time employees electing to carry dependent coverage may have the premiums for this coverage deducted through payroll deductions.

Related Policies

Vacation Leave Policy 400.12

Family and Medical Leave Policy 400.20

Family Bereavement Leave Policy 400.27

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: March 19, 2024  
RE: Personal and Workspace Appearance-Non-Bargaining Unit (400.31)

Illinois Eastern Community College is committed to fostering a productive, harmonious, and welcoming workplace environment. As part of this commitment, employees are expected to maintain a tidy and presentable appearance suitable for their role and workplace setting. The implementation of Policy 400.31 would formalize what has previously been informal policy.

This new policy has been reviewed and approved by the Strategic Engagement Planning Council. I would ask the Board to waive the second reading and approve Policy 400.31 as presented.

RG/am

Attachment

## HUMAN RESOURCES - 400

### **Personal and Workspace Appearance – Non-Bargaining Unit (400.31)**

Date Adopted: TBD (Pending Board Approval)

Illinois Eastern Community Colleges is committed to fostering a productive and harmonious, and welcoming workplace environment, ensuring minimal distractions and irritations. Both a professional personal and workspace appearance, whether working onsite or remotely, is essential to leaving contributes to a positive impression on students, visitors, employees, and other IECC stakeholders. As part of this commitment, employees are expected to uphold a tidy and presentable appearance suitable for their role and the workplace setting. IECC administration (or designees) may establish and enforce additional guidelines concerning appropriate personal appearance and workspace etiquette for their areas.

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: March 19, 2024  
RE: Academic Calendar 2025-2027

The academic calendar, established on a two-year basis, sets forth key dates that include academic milestones, scheduled college closures, and other notable events. The Office of Admission and Records prepared the calendar, securing input and consent from internal stakeholders.

Under current guidelines, the District is to consult with the Illinois Eastern Community College Education Association (IECEA) on the academic calendar. Andrea McDowell met with Association President Rob Mason, the association's representative, and discussed the proposed calendar. The IECC Cabinet reviewed and approved the submitted calendar during the March Cabinet meeting.

I ask the Board's approval of the Academic Calendar 2025-2027 as proposed.

RG/am

Attachment

**Academic Calendar  
2025-2027**

**2025 Fall Semester**

August .....	13	IECC Faculty & Staff Workshop/Campus Offices Closed
August .....	14	Faculty Workshop
August .....	18-20	Registration, Testing
August .....	21	First Day of Classes
September .....	1	Campuses Closed. Labor Day
September .....	17	Constitution Observance Day. Classes in session
October .....	10	No Classes. District Faculty & Staff Professional Development Day
October .....	13	Campuses Closed. Columbus Day
October .....	16	Midterm
October .....	21	Spring Registration Begins
November .....	11	Campuses Closed. Veteran's Day
November .....	26	Last Day to Withdraw from Courses
November .....	27-28	Campuses Closed. Thanksgiving
December .....	12	Last Day of Classes
December .....	15-18	Final Exams
December .....	19	Last Day of Semester

(Campuses closed December 22, 2025 – January 2, 2026. Winter Break)

**2026 Spring Semester**

January .....	5	Campuses Open
January .....	7	Faculty Workshop
January .....	8-9	Registration, Testing
January .....	12	First Day of Classes
January .....	19	Campuses Closed. Martin Luther King, Jr. Day
February .....	16	Campuses Closed. President's Day
March .....	2	Casimir Pulaski Day. Classes in Session
March .....	6	Midterm
March .....	9	Casimir Pulaski Day Observed. No Classes
March .....	10-15	No Classes. Spring Break
March .....	17	Summer & Fall Registration Begins
April .....	3	Campuses Closed. Spring Holiday
April .....	24	Last Day to Withdraw from Courses
May .....	8	Last Day of Classes
May .....	11-14	Final Exams
May .....	15	Last Day of Semester/Graduation

**2026 Intersession**

May .....	18	First Day of Classes
May .....	25	Campuses Closed. Memorial Day
May .....	27	Midterm
June .....	3	Last Day to Withdraw from Courses
June .....	5	Last Day of Intersession

**2026 Summer Session**

June .....	8	First Day of Classes
June .....	19	Campuses Closed. Juneteenth
July .....	3	Campuses Closed. Independence Day Observed
July .....	6	Midterm
July .....	24	Last Day to Withdraw from Courses
July .....	31	Last Day of Classes
August .....	3-4	Final Exams

**2026 Fall Semester**

August .....	12	IECC Faculty & Staff Workshop/Campus Offices Closed
August .....	13	Faculty Workshop
August .....	17-18	Registration, Testing
August .....	19	First Day of Classes
September .....	7	Campuses Closed. Labor Day
September .....	17	Constitution Observance Day. Classes in Session
October .....	9	No Classes. District Faculty & Staff Professional Development Day
October .....	12	Campuses Closed. Columbus Day
October .....	14	Midterm
October .....	20	Spring Registration Begins
November .....	3	Campuses Closed. Election Day
November .....	11	Campuses Closed. Veteran’s Day
November .....	25	Last Day to Withdraw from Courses
November .....	26-27	Campuses Closed. Thanksgiving
December .....	11	Last Day of Classes
December .....	14-17	Final Exams
December .....	18	Last Day of Semester

(Campuses Closed December 21, 2026 –January 1, 2027. Winter Break)

**2027 Spring Semester**

January .....	4	Campuses Open
January .....	6	Faculty Workshop
January .....	7-8	Registration, Testing
January .....	11	First Day of Classes
January .....	18	Campuses Closed. Martin Luther King, Jr. Day
February .....	15	Campuses Closed. President’s Day
March .....	3	Casimir Pulaski Day. Classes in Session
March .....	5	Midterm
March .....	8	Casimir Pulaski Day Observed. No Classes
March .....	9-14	No Classes. Spring Break
March .....	16	Summer & Fall Registration Begins
March .....	26	Campuses Closed. Spring Holiday
April .....	23	Last Day to Withdraw from Courses
May .....	7	Last Day of Classes
May .....	10-13	Final Exams
May .....	14	Last Day of Semester/Graduation

**2027 Intersession**

May .....	17	First Day of Classes
May .....	25	Midterm
May .....	31	Campuses Closed. Memorial Day
June .....	2	Last Day to Withdraw from Courses
June .....	4	Last Day of Intersession

**2027 Summer Session**

June .....	7	First Day of Classes
June .....	18	Campuses Closed. Juneteenth Observed
July .....	2	Midterm
July .....	5	Campuses Closed. Independence Day Observed
July .....	23	Last Day to Withdraw from Courses
July .....	30	Last Day of Classes
August .....	2-3	Final Exams

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: March 19, 2024  
RE: 2023 IECC Fact Book

The IECC Fact Book has been developed to provide an annual compilation of data about Illinois Eastern Community Colleges including information about the students in our District, enrollment history, the degrees and certificates granted, the financial aid received and distributed, and the District's budgets and operations.

The 2023 IECC Fact Book will be used for strategic planning, institutional effectiveness, and policy-making processes. In most cases, the time period of the statistical data covered by the Fact Book is FY23 which is from July 1, 2022 to June 30, 2023. A link to the Fact Book was sent to the Board under separate cover. <https://bit.ly/3wMzfb1>

I ask the Board's approval of the 2023 IECC Fact Book.

RG/sc

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: March 19, 2024  
RE: Affiliation Agreements

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

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

- Clay County Hospital and Medical Clinics
- Fairfield Memorial Hospital
- Joyner Therapy Services
- R&T Physical Therapy LLC
- Wabash General Hospital

IECC wishes to enter into a non-standard clinical affiliation agreement with the following organization:

- Health Pro Heritage

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

RG/sc

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529**  
Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College  
**CLINICAL AFFILIATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and \_\_\_\_\_  
\_\_\_\_\_(hereinafter referred to as AGENCY): of \_\_\_\_\_  
\_\_\_\_\_(city) (state)  
\_\_\_\_\_.

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care which are appropriate for educational experiences for observation and participation by the students and IECC Faculty and/or staff of the DISTRICT #529, subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the designated employee(s) on behalf of DISTRICT #529 and the Administrator, and the Director of Nursing Service or Department Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical laboratory experience and will be available to the students.

The specific assignment of learning experiences to specific students will be made and arranged by the IECC Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Department Supervisor, or Coordinator on behalf of the AGENCY. IECC Faculty assumes full responsibility and supervision of the students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the IECC Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of patient care and safeguard of patients assigned to students. The AGENCY professional personnel will retain full and final decisions for patient care assigned to students.

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

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

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

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

6. The IECC Faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new IECC Faculty member of DISTRICT #529 participating in the program will arrange with the appropriate department director or supervisor, on behalf of the AGENCY, for an orientation prior to the assignment of the new IECC Faculty member to any clinical area.

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

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the department director, supervisor, or Director of Nursing Service on behalf of the AGENCY, and by the IECC Faculty, Department Head, and/or Associate Dean, on behalf of DISTRICT #529.

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

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

11. IECC Faculty and students shall be covered by occurrence type professional liability insurance in the amount of one million (\$1,000,000) per occurrence and five million (\$5,000,000) annual aggregate prior to any assignment for practice at the AGENCY.

12. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of IECC Faculty and students.

13. This agreement will remain in effect until July 1, 2026 at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN COMMUNITY  
COLLEGES DISTRICT #529

Signature: \_\_\_\_\_

\_\_\_\_\_  
Chair, IECC Board of Trustees

Name: \_\_\_\_\_

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

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

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

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon requests.

## ACADEMIC AFFILIATION AGREEMENT

THIS ACADEMIC AFFILIATION AGREEMENT (this “Agreement”) is made and entered into as of the \_\_19th\_\_ day of \_\_March\_\_\_\_\_, 2024 (the “Effective Date”), by and between Illinois Eastern Community College District #529 \_\_\_\_\_, located in \_\_Olney, Illinois\_\_\_\_\_ (the “School”), and HealthPRO Heritage, LLC (the “Facility”).

WHEREAS, School offers a degree program and/or other educational and training program in \_\_Physical Therapist Assistant \_\_\_\_\_ Therapy (the “Department”); and

WHEREAS, School desires to provide students in such programs (the “Students”) clinical learning experiences and Facility is willing and able to function as a clinical site for the Students.

NOW THEREFORE, School and Facility hereby agree as follows:

### 1. General Understandings.

- 1.1. The clinical education experiences to be provided hereunder shall be of such content, and cover such periods of time, as may be mutually agreed upon from time to time between School and Facility. The starting and ending dates for each experience shall be agreed upon before the program begins, but will be subject to the final approval of Facility.
- 1.2. The number of Students designated for participation in a clinical education experience shall be determined by mutual agreement of School and Facility, and may at any time be altered by mutual agreement. All Student participants must be acceptable to both parties, and either party may withdraw any Student from a program based upon perceived lack of competency on the part of the Student, the Student’s failure to comply with the rules and policies of Facility, or for any other reason that causes either party to reasonably believe that it is not in the best interest of the program for the Student to continue.

### 2. Obligations of School.

- 2.1. Clinical Program. School shall be responsible for the development, implementation, and operation of the clinical component of its educational programs offered and conducted at the Facility pursuant to this Agreement (“Program”). Such responsibilities of School include the following:
  - (a) assign to the Facility only those Students who have satisfactorily completed the prerequisites for clinical experience;
  - (b) provide practical instruction to the Students prior to their clinical assignments at the Facility;
  - (c) determine by mutual consent of the Facility and the Department the dates and times for student placement and require each Department to provide the Facility with the names of students proposed to be assigned to the Facility;
  - (d) acquaint Facility personnel with the overall objectives of the Department and provide the appropriate educational objectives and documents for clinical experiences to Facility;
  - (e) ensure that each Student has had a current PPD skin test, agrees to a background check, and has provided any additional information related to health that could affect patient care; and

(f) recommend ~~ensure~~ that each Student and School faculty member has appropriate health insurance or has made suitable arrangements to provide for his or her personal health care expenses.

- 2.2. Facility Rules and Regulations. School shall require its Students and any faculty participating in the Program at the Facility to be subject to the Facility's generally applicable rules, regulations and policies.
- 2.3. Student Statements. Facility and School agree that they shall refrain from disclosing the Student's educational records except with the Student's consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder. School agrees to have the Student complete the appropriate consent forms for the exchange/disclosure of educational records and medical records reference in this Agreement.
- 2.4. Dress Code; Identification. School shall require the Students to dress in accordance with such reasonable dress and personal appearance standards reasonably required by Facility. School shall require Students to wear and/or display such nametags or other identification as Facility may reasonably require.
- 2.5. OSHA Blood Borne Pathogen Regulations: School shall ensure that, when appropriate, students are trained in compliance with OSHA Blood-Borne Pathogen Regulations.
- 2.6. HIPAA Privacy Regulations: School shall ensure that students are trained in compliance with basic training regarding confidentiality of protected health information under the HIPAA Privacy Regulations.
- 2.7. Performance of Services. If applicable, any faculty or professional staff provided by School shall be duly licensed, certified, or otherwise qualified to participate in the Program at Facility. School and all Students shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulations of School as may be in effect from time to time.
- 2.8. Insurance. School shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself and its students and employees. In addition, School shall maintain excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. School shall make reasonable business efforts to provide written notice to Facility of any material changes in the above-referenced insurance coverage. Facility shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.

### 3. Responsibilities of Facility.

- 3.1. General Participation. Facility shall accept the Students assigned to the Program by School and provide general orientation of all Students to the Facility. Facility shall provide learning opportunities for the Students, who shall be supervised by Facility personnel, to observe and assist in various aspects of professional practice. Facility shall make a reasonable effort to coordinate

the School's rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.

- 3.2. Liaison. The Facility shall assign a staff representative as liaison between the Facility and the applicable Department within School. As appropriate, Facility shall appoint a qualified Facility employee who will be responsible for directing and coordinating the experiences of the Students at the Facility.
- 3.3. Evaluation; Reports. Using the forms provided by School, the Facility shall assist School in the evaluation of each Student's performance in the Program. School shall at all times remain solely responsible for the academic grading of Students. Facility shall notify School of any unsatisfactory conduct or performance of any Student assigned to the Facility in a timely manner.
- 3.4. Insurance. Facility shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself and its employees. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Facility shall make reasonable business efforts to provide written notice to School of any material changes in the above-referenced insurance coverage. School shall have a right to terminate this Agreement in the event of changes in Facility's insurance that are unacceptable.
- 3.5. Orientation. Facility will conduct a general orientation for each Student with respect to the policies and procedures of Facility and shall make available to each Student a copy of applicable policies and procedures.
- 3.6. Protective Equipment. Facility will provide all necessary personal protective equipment for students, while assigned to Facility in compliance with OSHA Blood-Borne Pathogen Regulations and the Nuclear Regulatory Commission, as appropriate.
- 3.7. Use of Facilities. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility. Facility shall use reasonable efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with clinical education experiences.
4. Confidentiality. Facility and School acknowledge that as a condition of participation in the Program, Students are required to maintain protected health information of Facility's patients in accordance with the Health Insurance Portability and Accountability Act of 1996, and all applicable regulations promulgated thereunder (collectively, "HIPAA"), including information obtained through use of computer systems. Facility shall educate Students regarding its confidentiality and privacy policies and procedures. Facility shall instruct Students that information regarding hospital's patients shall be held in confidence, all protected health information regarding Facility's patients shall be maintained by Student in compliance with HIPAA, Students shall not make copies of patient records and Students shall not identify patients or any protected health information in any papers, reports or case studies provided to School without first obtaining permission of the Facility and complying with Facility's confidentiality and privacy policies and procedures. School shall not request Students to identify patients or any protected health information

in any papers, reports or case studies provided to School without first obtaining permission of the Facility and complying with Facility's confidentiality and privacy and security policies and procedures.

5. Role of Students. Students will participate in providing, but shall not be solely responsible for, patient services or facility services rendered at the Facility as part of their clinical experiences, including the opportunity to participate in conferences and programs of interest related to their respective disciplines. The Facility and its employees and contractors have sole primary responsibility for patient care and treatment.
6. No Compensation. Neither party shall earn or receive any compensation from the other party in return for the performance of the duties and obligations described herein. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Facility or School.
7. Removal of Students. Facility may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Facility may request School to withdraw or dismiss a Student from the Program at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said Student's participation in the Program shall immediately cease; however, only School has ultimate control or discretion over any grades given to the Students.
8. Non-Discrimination. In the performance of this Agreement, there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Program.
9. Confidentiality. School agrees that it and the Students shall keep strictly confidential all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility, except as required or permitted by law.
10. Indemnification. Each party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other party (as the "Indemnified Party") and its directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorney's fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party by a third party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent or willful act or omission of the Indemnifying Party or its directors, offices, employees, agents or Students, as applicable, in connection with this Agreement.
11. Term and Termination. The term of this Agreement shall commence as of the Effective Date and remain in full force and effect unless terminated earlier as provided herein. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice to the other party, provided that all Students currently enrolled or participating in the Program at the Facility at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student's individual completion of the Program or five (5) months from the date of the notice of termination. Notwithstanding the foregoing, either party may immediately terminate this Agreement for illegal or wrongful conduct, fraud, or material breach of this Agreement by the other party.
12. Miscellaneous Terms.

- 12.1. Authority. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party's valid and binding obligation, enforceable in accordance with its terms.
- 12.2. Excluded Provider. Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Either party shall immediately notify the other of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately for cause.
- 12.3. Change in Law. In the event of any changes in applicable laws occur during the term of this Agreement which materially affect either party, such affected party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. If no new agreement is reached within sixty (60) days of receipt of such notice, then either party may terminate this Agreement upon an additional thirty (30) days written notice. The parties further agree that in the event that legislation is enacted or a regulation is promulgated or a judicial or administrative decision is rendered that affects, or may affect, the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice by either party of such event, each party will negotiate in good faith a substitute agreement to this Agreement which will carry out the original intention of the parties to the extent possible in light of such legislation, regulation, or decision.
- 12.4. Severability. Each and every provision, section, subsection, paragraph, and clause herein shall be separable from each and every other part hereof so that the invalidity of any part hereof shall not affect the validity of the remainder.
- 12.5. Use of Parties' Names. Neither party shall use the names, symbols, trademarks, or service marks currently existing or subsequently established of the other party without the prior written consent of the other party.
- 12.6. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.
- 12.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

- 12.8. Variations of Pronouns. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require
- 12.9. Notices. All notices and other writings required or permitted to be given under the terms of this Agreement shall be hand delivered or mailed, postage prepaid by certified or registered mail, return receipt requested, to the parties, as follows:

To the School:                    IECC-Wabash Valley College \_\_\_\_\_  
                                                  2200 College Drive \_\_\_\_\_  
                                                  Mt. Carmel, IL 62863 \_\_\_\_\_

Attn: Kinsey Whitaker \_\_\_\_\_

With a copy to:                    Illinois Eastern Community Colleges \_\_\_\_\_  
                                                  233 E. Chestnut Street \_\_\_\_\_  
                                                  Olney, IL 62450 \_\_\_\_\_  
                                                  Attn: Eva Fatheree \_\_\_\_\_

To Facility:                            HealthPRO Heritage, LLC  
                                                  1 Marcus Drive  
                                                  Suite 102  
                                                  Greenville, SC 29615  
                                                  Attn: Student Placement Coordinator

or to such addresses as the parties may hereafter designate in writing.

- 12.10. Assignments. The rights and obligations provided under this Agreement are not assignable without the written consent of the non-assigning party. Any such assignment made or attempted without such required consent is void.
- 12.11. Governing Law; Jurisdiction. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflicts of law rules. The parties agree that any action arising under or in connection with this Agreement shall be brought in the state or federal courts in Greenville County, South Carolina, and the parties hereby waive any rights to assert jurisdiction or venue in any other court.
- 12.12. Amendments. Amendments may be made to this Agreement only upon the mutual consent and approval in writing by both parties.
- 12.13. Entire Agreement. This Agreement, together with any schedules, exhibits, appendices, and other attachments hereto, all of which are hereby incorporated by reference and made a part of this Agreement, constitutes the entire agreement between the parties, and supersedes all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this Agreement.
- 12.14. Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

- 12.15. Headings. Headings contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- 12.16. Third Party Beneficiary. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.
- 12.17. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.
- 12.18. No Joint Venture or Partnership. The parties agree that they are independent parties contracting together, and that nothing contained herein is to be construed as making the parties joint venturers or partners.


[Remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Academic Affiliation Agreement to be executed by their duly authorized officers on the day and year first above written.

[NAME OF SCHOOL]

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

**HEALTHPRO HERITAGE, LLC**

  
\_\_\_\_\_

Name: Tom Guild  
Title: Chief Legal Counsel

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: March 19, 2024  
RE: Campus Closures and Interruptions (Policy 200.8)

To effectively manage non-critical campus closures, such as those due to winter weather or utility issues, a comprehensive policy and procedure have been formulated. This initiative ensures clarity by documenting decision-making responsibilities, establishing communication channels, and setting clear expectations for students and employees.

The proposed new policy has been approved by the Strategic Engagement Planning Council. I would ask the Board to waive the second reading and approve Policy 200.8 as presented.

RG/llb

Attachment

## ADMINISTRATION - 200

### **Campus Closures and Interruptions (200.8)**

Date Adopted: March 19, 2024 (Pending Board Approval)

Illinois Eastern Community Colleges (IECC) prioritizes the safety and well-being of its community members in situations involving inclement weather and other non-critical events necessitating decisions regarding campus closures or interruptions. The decision-making process involves collaboration among IECC administration to ensure timely and informed actions. It's important to note that closures of this nature fall outside the purview of the policy and plans related to Policy 100.24, Emergency Response Plans.

#### **Closure Dissemination**

In the event of such occurrences, IECC will promptly disseminate information through multiple communication channels to reach students, faculty, and staff. This includes Regroup Mobile alerts via text/email, website messaging, and engagement with primary news outlets within the District.

#### **Procedures and Guidelines**

Clear procedures and guidelines will be developed to ensure students, faculty, and staff are well-informed about the notification processes and associated expectations. These protocols will be readily accessible on the official IECC website and other relevant publications to facilitate awareness and understanding among the college community.

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: March 19, 2024

RE: Calendar Year Report – 403(b) Plan

Since 2009, the District has administered the IECC 403(b) Plan for the benefit of its employees using an IRS approved plan provided by our plan advisor, Marsh & McLennan Agency. Submitted for the Board's review and acceptance is the Calendar Year 2023 Report for the IECC 403(b) Plan. Due to the length of the monitoring report, the report has been sent to the Board electronically.

Under the plan employees can defer salary, on a pre-tax and post-tax basis, into 36 different investment alternatives consisting of Target Date funds, Bond portfolio, Equity portfolio, and Cash Equivalent fund options. These plan choices are monitored on a quarterly basis against market benchmarks to ensure the District is offering quality investment options; both on market performance criteria and fund participant costs. As of December 31, 2023, the plan had a total of 147 participants.

Plan assets at December 31, 2023, totaled \$5,985,448.

The Chancellor, CFO, and the Board of Trustees have a fiduciary responsibility to monitor the plan.

I ask the Board's acceptance of the Calendar Year 2023 Report for the IECC 403(b) Plan.

RG/akb

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: March 19, 2024

RE: Lease Agreement with Wabash Telephone Cooperative

In June 2019, the Board entered a long-term lease with Wabash Telephone Cooperative to lease space both inside and outside the Harry L. Crisp Center. The lease provided Wabash Telephone Cooperative with infrastructure to provide fiber services to Crawford County and the surrounding area. The lease also provided an excellent working partner to the LTC Broadband Telecommunications program allowing for additional learning opportunities for our students through the partnership.

Wabash Telephone Cooperative is interested in continuing this relationship at the LTC Main Campus through a new lease agreement which would allow the Cooperative, at their expense, to construct an upright locking communications cabinet, place a generator, and fence on approximately 450 square feet of space on the northeast corner of the Lincoln Trail College Campus. The designated area can be found in the attached Lease, Exhibit A.

In lieu of rent, Wabash Telephone Cooperative will continue to supply a dedicated data connection for use in administrative and academic functions of Lincoln Trail College consistent with the original lease agreement. This connection has been instrumental in simulation learning opportunities of students in the Broadband Telecom Program.

I ask the Board's approval of the lease agreement commencing March 20, 2024, with an initial term expiring June 30, 2034.

RG/akb

Attachment

## AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_ day of March 2024 (the “**Effective Date**”), by and between Illinois Eastern Community College / Lincoln Trail College (“**Lessor**”), and Wabash Telephone Cooperative, Inc. (“**Lessee**”). Lessor and Lessee are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

### RECITALS:

**WHEREAS**, Lessor is the owner of certain real property located at 11220 State Highway 1, Robinson, Illinois (the “**Property**”);

**WHEREAS**, Lessee desires to lease from Lessor the Leased Space (defined below) on the Property;

**WHEREAS**, Lessor desires to lease to Lessee the Leased Space; and

**WHEREAS**, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

A. **Ground Space.** Lessor hereby leases to Lessee approximately 450 square feet of space in the north east corner of parcel 05-1-25-000-007-000, off E 1150<sup>th</sup> Ave., located on the Property. (See Exhibit A) Lessee may construct, install, operate, modify, replace, make additions to, and repair and maintain a 6’x 9’ Concrete hut, two buried fiber optic cables not smaller than 96 count along with privacy and security fencing, and access road, including any required culvert off of E 1150<sup>th</sup> Ave, (collectively, the “**Colocation Facilities**”) within the Equipment Space. All costs, expenses and labor related to the Colocation Facilities are the responsibility of Lessee. Lessor shall have no responsibility for the Colocation Facilities.

B. **Connection Space.** Lessee shall have non-exclusive rights of way on, over, across and under the Property or otherwise permitted by Lessor, to construct, install, operate, modify, replace make additions to, and repair and maintain wire, fiber, cables and conduit (the “**Connection Facilities**”) to connect the Facilities, to connect the Facilities to power sources, and to connect the Facilities to Lessor’s communications system located in the public right of way (the “**Connection Space**”).

1. **Permits.** Lessee shall, at its sole cost and expense, obtain and maintain all necessary licenses, permits, and approvals for the installation, operation and use of the Facilities.

2. **Maintenance and Repair.** Lessee shall be responsible for proper maintenance of the Facilities in good condition and repair, and in compliance with all present and future laws, rules and regulations enforceable by the Federal Communications Commission (“**FCC**”), the Federal Aviation Administration (“**FAA**”), and other federal,

state and local governmental authorities and agencies (“*Applicable Laws*”), at its sole cost and expense.

3. **Title to Facilities.** Lessee will maintain ownership of all Facilities and is responsible for all insurance, risk of casualty losses, and associated liability of ownership. Lessor acknowledges and agrees that Lessor waives and has no lien rights in the Facilities.

4. **Removal of Facilities.** Lessee may remove the Facilities from the Property at any time, whether all or any part of the same are deemed real or personal property. Within one hundred and twenty (120) days of the date of termination of this Agreement, Lessee shall remove all of its Facilities from the Property (except footings below three (3) feet), at Lessee’s sole cost and expense, and surrender the Leased Space completely and in good condition, reasonable wear excepted.

C. **Easement.** Lessor hereby grants to Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement, which includes, but is not limited to, the right at Lessee’s sole expense (a) to place Facilities on, over, across and under the Property; (b) to trim, cut and clear vegetation, trees, and undergrowth, and move earthen materials upon the Property; and (c) to enter and temporarily rest upon the Property, for the purposes set forth in this Agreement, including the right to bring in and use all necessary tools and machinery. The easement rights herein granted shall terminate upon termination or expiration of this Lease.

D. **Access.** Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents shall be entitled to unrestricted seven (7) days a week, twenty-four (24) hours a day access to the Leased Space and the Upgraded Power Supply pursuant to the maps and procedures set forth in *Exhibit A*.

E. **Term: Termination.** This Agreement shall commence on March 20, 2024 (the “*Commencement Date*”), and shall continue thereafter for an initial term of ten (10) years, with the first expiration date being June 30, 2034 (the “*Initial Term*”). This Agreement shall automatically renew for three (3) five (5) year terms (each a “*Renewal Term*”), unless Lessee provides notice to Lessor of its election to terminate this Agreement not less than one hundred and twenty (120) days prior to the conclusion of the then-current Term. The Initial Term and the Renewal Terms are collectively and individually referred to herein as the “*Term*”. Notwithstanding the preceding and in addition to any other right of termination provided in this Agreement, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days’ notice to Lessor. Lessee shall repair all damage caused in connection with removal and shall restore the areas affected by the Equipment to the condition and appearance in which they were found prior to installation of the Equipment, reasonable wear and tear and damage by casualty excepted.

F. **Renumeration:** Lessee agrees that in lieu of monthly rental payments, they will provide an independent fiber data connection through Lessee’s terminal for Lincoln Trail College. Data connection shall not be less than 1 gig or 1,000 meg download and 1 gig or 1,000 meg upload speed. The data connection shall be made available for use in academic instruction and general

administrative needs of the college. All costs of installation and maintenance, including any relocation necessary, of the connection shall be the responsibility of the Lessee.

G. **Taxes.** Lessee shall be solely responsible for payment of all sales or use taxes and assessments, and any other taxes hereinafter becoming due on account of or arising out of Lessee's use of the Equipment Space and Ground Space, upon whichever Party they may be levied ("**Taxes**"); provided, however, each Party shall be responsible for their own personal property, real property and income taxes. In lieu of paying such Taxes, Lessee may provide Lessor with a tax exemption certificate acceptable to the taxing authority.

H. **Indemnification.**

1. Each Party (the "**Indemnifying Party**") will indemnify, defend and hold harmless the other party, its affiliates and any of its or their shareholders, members, owners, officers, directors, employees, and contractors ("**Indemnified Parties**") from and against any claims, actions, lawsuits, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property or bodily injury (including death) to the extent caused directly and proximately by the negligence or willful misconduct of the Indemnifying Party, its employees, contractors, representatives, or agents.

2. The Indemnified Parties will (a) notify the Indemnifying Party promptly in writing of any claim or commencement of any action by third parties for which the Indemnified Parties alleges that the Indemnifying Party is responsible under this Section ("**Claim**"); and (b) tender the defense of such Claim to the Indemnifying Party. The Indemnified Parties also will cooperate in a reasonable manner with the defense or settlement of such Claim. The Indemnifying Party shall keep the Indemnified Parties reasonably and timely apprised of the status of the Claim. The Indemnified Parties shall have the right to retain their own counsel, at their expense.

3. The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Parties of any Claim unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the Claim has been tendered to the Indemnifying party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a Claim or consent to judgment with regard to the same without the prior written consent of the Indemnified Parties which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Indemnified Parties refuse such settlement or judgment, the Indemnified Parties shall, at their own cost and expense, take over the defense against the Claim and the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Parties against the Claim for any amounts in excess of such refused settlement or judgment.

I. **LIMITATION OF LIABILITY.** NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS

OF OPPORTUNITY, BUSINESS INTERRUPTION, AND/OR ANY OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACTS OR OMISSIONS HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

J. **WARRANTY DISCLAIMER.** THE EQUIPMENT SPACE AND GROUND SPACE ARE PROVIDED ON AN “AS IS” BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

K. **Default.** In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default (an “*Uncured Event of Default*”), then the other Party may upon written notice terminate this Agreement.

L. **Compliance with Applicable Law.** This Agreement and the Parties actions under this Agreement shall comply with all applicable federal, State, and local laws, ordinances, rules, regulations, court orders, and governmental agency orders.

M. **Insurance.** Lessee shall maintain in full force and effect during the Term of this Agreement the following policies of insurance shall name Lessor as an “additional insured”:

1. Worker’s Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers’ Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than One Million Dollars (\$1,000,000.00) per occurrence.
3. An umbrella policy of not less than Two Million Dollars (\$2,000,000.00).
4. Lessee shall, as reasonably requested by Lessor, provide proof of the insurance specified above, reasonably acceptable to Lessor, reflecting all such coverages.

N. **Notice.** Any notice to a Party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; or (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt required. Notices will be deemed given on the date of receipt if delivered pursuant to method (a), the next business day after mailing if sent pursuant to method (b), and

upon receipt or refusal of receipt if sent pursuant to method (c). Notices will be addressed to the Parties as follows, or to such other address designated by notice to the other Party:

**Lessor:**

Wabash Telephone Cooperative, Inc.  
Attn: Justin Gephart  
14415 Highway 45  
Louisville, IL 62858

**Lessee:**

Illinois Eastern Community College /  
Lincoln Trail College  
Attn: Ryan Gower  
233 E. Chestnut Street  
Olney, IL 62450

O. **Assignment.** Notwithstanding anything to the contrary contained in this Agreement, Lessee shall not have the right to assign all or any part of its interest in this Agreement to any other person or entity, without the express prior written consent of Lessor; *provided, however,* upon prior written notice to Lessor, Lessee shall be permitted to assign its rights and obligations under this Agreement to a person or entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise, or to any person or entity which is directly or indirectly (through one or more subsidiaries) Controlled by, Controlling or under common Control with Licensee (an “*Affiliate*”). “*Control*” means: (i) holding fifty percent (50%) or more ownership or beneficial interest of income and capital of such entity; or (ii) ownership of at least fifty percent (50%) of the voting power or voting equity of such entity; or (iii) having sole or shared management of a general partner or member of such entity; or (iv) regardless of the percentage ownership interest held, having the ability to appoint a majority of the board of directors, managers or other governing body of such entity or otherwise direct management policies of such entity by contract or otherwise.

P. **Quiet Enjoyment.** Lessor represents and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee’s rights to or use of the Property; (iii) Lessee shall have quiet enjoyment of the Property throughout the Term of this Agreement; (iv) Lessor will not intentionally disturb Lessee’s occupation of the Property as long as Lessee is not in default under this Agreement; and (v) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

Q. **Miscellaneous.**

1. **Authority.** Each Party represents and warrants to the other Party that: (a) it has the right, power and authority to enter into and perform its obligations under this Agreement; and (b) the person executing this Agreement on its behalf has been duly authorized to bind said Party hereto.

2. **Independent Contractors.** The Parties are independent contractors. Nothing contained in this Agreement shall be construed to create a partnership between the Parties, or an employee relationship, or to authorize either Party to act as an agent for the other Party. Neither Party has the authority to make any agreement or incur any liability on behalf of the other Party, nor is either Party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other Party.

3. **Binding Effect.** The terms, conditions and agreements made and entered into by the Parties hereto are declared and agreed to be binding upon and inure to the benefit of the Parties' respective successors and/or permitted assigns.

4. **Third Party Beneficiaries.** This Agreement shall not provide any person that is not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

5. **Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

6. **Headings.** The titles to sections of this Agreement are not part of the same and shall have no effect upon the construction or interpretation of any part thereof.

7. **Non-Waiver.** The failure of either Party to insist on strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement will not waive such rights and such Party will be permitted to enforce such rights at any time and take such actions as may be lawful and authorized under this Agreement, whether at law or in equity. No express waiver by any Party shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions not specified in the express waiver, and then only for the time and to the extent stated therein. One or more waivers of any covenants, term, or condition shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

8. **Survival.** The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination of this Agreement (e.g., **Section H**, Indemnification; **Section I**) will survive the termination of this Agreement.

9. **Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of the Agreement will remain in full force and effect and will not be affected unless removal of that provision results in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

10. **Governing Law; Venue; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law provisions.

11. **Entire Agreement; Amendments.** This Agreement contains all agreements, promises, warranties, representations and understandings between the Parties regarding the subject matter hereof, and supersede all prior oral or written agreements, promises, warranties, representations or understandings between the Parties and shall constitute the entire agreement between the Parties regarding the subject matter thereof. Any addition, variation, modification or amendment to this Agreement will be null, void and ineffective unless made in a writing signed by both Parties.

12. **Costs of Enforcement.** If either Party brings an action to enforce this Agreement, the prevailing Party in any such action shall be entitled to recover reasonable actual attorneys' fees, costs and expenses from the other Party.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures are acceptable and shall be given the same effect as the original.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**LESSOR:**

**LESSEE:**

**WABASH TELEPHONE COOPERATIVE, INC.**

**ILLINOIS EASTERN COMMUNITY  
COLLEGE / LINCOLN TRAIL COLLEGE**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

# EXHIBIT A



MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: March 19, 2024

RE: Audit Selection

In compliance with Policy 300.2, a Request for Proposals was issued on January 18, 2024, to five auditing firms seeking proposals for the District Financial Statement Audit for the periods ending June 30, 2024, 2025, and 2026. The five were selected for inclusion based on review of firms performing services for other Community Colleges in Illinois and experience of the District with auditing firms.

In response to this request, the District received only one proposal from the current auditing firm Martin Hood, PLLC. The current policy would permit the Board of Trustees to select Martin Hood for one additional three-year cycle.

The proposed fee for the annual audits is listed below:

2024 - \$74,900

2025 - \$78,900

2026 - \$81,900

Based on review and discussion with other Illinois Community Colleges, the proposed fees are consistent with current market prices for this service. I would ask the Board's approval of the three-year proposal received from Martin Hood, PLLC for the upcoming June 30, 2024, audit.

RG/akb

Attachment

# Illinois Eastern Community Colleges



## Request for Proposal Audit Services January 2024



# ILLINOIS EASTERN COMMUNITY COLLEGES

233 East Chestnut Street

Olney, Illinois 62450-2298

618-393-2982

FAX 618-392-4816

January 18, 2024

Dear Auditing Firm,

Illinois Eastern Community Colleges (IECC) is seeking proposals for audit services for a three-year commitment to include fiscal years ending June 30, 2024, through 2026.

Enclosed you will find the Request for Proposal and background information about IECC. It is our hope that your firm will consider preparing a response to this Request for Proposal for consideration by our Selection Committee. Sealed proposals are due no later than 4:00 p.m. on Friday, February 16, 2024.

Should you have any questions or need clarification regarding anything contained herein, please contact Ryan Hawkins at 618-393-2982, ext. 5545 or by e-mail at [hawkinsr@iecc.edu](mailto:hawkinsr@iecc.edu).

Sincerely,

Ryan Hawkins, CPA  
Chief Financial Officer  
Illinois Eastern Community Colleges

RH/akb  
Enclosure

## **Introduction**

Illinois Eastern Community Colleges (IECC) was established in 1969 under the Illinois Public Community College Act. IECC is a comprehensive two-year public community college serving the residents of all or parts of twelve counties in Illinois which include Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White. The District operates four colleges in southeastern Illinois. The Colleges are Frontier Community College in Fairfield; Lincoln Trail College in Robinson; Olney Central College in Olney; and Wabash Valley College in Mount Carmel. Each college has its own respective college foundation which exist to support the educational endeavors of the respective college. The District Administrative Office is in Olney, Illinois.

IECC has a seven-member elected Board of Trustees. The Chief Executive Officer of the District is the Chancellor, who works in the District Administrative Office. The College has a staff of approximately 210 full-time and 260 part-time employees and 90 full-time faculty and 230 part-time faculty.

All budget, accounting, and student record systems are currently maintained in Banner, an ERP provided by Ellucian. Funds to be included in the audit are, but are not limited to, the Educational Fund, Operations and Maintenance Fund, Operations and Maintenance Restricted Fund, Bond and Interest Fund, Auxiliary Enterprises Fund, Restricted Purpose Funds, Working Cash Fund, Agency Funds, Audit Fund, and the Liability, Protection and Settlement Fund.

The College's financial audit has been performed by Martin Hood, LLP since June 2021. Under Board Policy, the District is to seek proposals every three years.

The College has received an unmodified opinion on its most recent audit for the fiscal year ended June 30, 2023, a copy of which may be obtained from our webpage at [www.iecc.edu/budgeting](http://www.iecc.edu/budgeting).

## Part I – Scope of Services

- 1) The objectives of the audits are to obtain the expression of an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). The audit should be performed in accordance with generally accepted auditing standards (U.S. GAAS), the standards for financial audits contained in *Government Auditing Standards*, the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and including the requirements of the Illinois Community College Board (ICCB) Fiscal Management Manual. A copy may be obtained from the following link: [Fiscal Manuals – Financial Compliance & Program Accountability \(iccb.org\)](http://www.iccb.org/Fiscal-Manuals-Financial-Compliance-Program-Accountability)
- 2) The examination must include a State-required compliance audit of the enrollment data and other bases upon which claims are filed. In addition, the examination must include reports on compliance with other State requirements for State grant programs, as prescribed by the Illinois Community College Board and Illinois Board of Higher Education.
- 3) The audit firm will be expected to coordinate with the District Foundation’s (Frontier Community College Foundation, Lincoln Trail College Foundation, Olney Central College Foundation, and Wabash Valley College Foundation) audit firm(s) to obtain the necessary financial data to be included in the College’s audit.

Historically, three of the four college foundations receive their own independent audit. The fourth (Frontier Community College Foundation) has been audited by the District auditor. Accordingly, proposals should include consideration of a separate report for the Frontier Community College Foundation. The fiscal year end and final report due dates follow the same time schedule as the District.

Information regarding the District Foundations may be obtained by contacting Ryan Hawkins at 618-393-2982 or by e-mail at [hawkinsr@iecc.edu](mailto:hawkinsr@iecc.edu).

- 4) Preparation of the financial statements and required footnotes in compliance with all applicable GASB Statements.

The auditor should be prepared to consolidate the information of the four college foundations for presentation under GASB Statement No. 39 as a part of the District’s Financial Statements.

- 5) Preparation of the Uniform Financial Statements as required by the Illinois Community College Board.
- 6) Preparation of the Certification of Chargeback Reimbursement as required by the Illinois Community College Board.

- 7) Preparation of the Schedule of Expenditures of Federal Awards (SEFA) and all applicable compliance and internal review required by the Uniform Guidance.
- 8) Preparation of the Consolidated Year-End Financial Report for GATA reporting required by the State of Illinois.
- 9) Completion of the Auditor portion of the Data Collection Form (SF-SAC).
- 10) The auditor will be required to present the completed audit to the Audit Committee. This meeting will occur prior to the final date of the report. Presentation to the Board regarding the final audit and results should be considered but may not be required.

## **Part II – General Conditions**

- 1) It is anticipated the selected firm will perform the audit for three fiscal years beginning with the year ended June 30, 2024. However, the District reserves the right to terminate the agreement at any time if conditions warrant.
- 2) While the proposals requested are for a three-year term, annual engagement letters shall be required and presented to the Board of Trustees to engage in services for each fiscal year.
- 3) The auditing firm should have prior experience auditing a community college within the State of Illinois whose financial statements were presented under the guidelines of the ICCB Fiscal Management Manual.
- 4) The auditing firm must have prior experience performing an audit under the Uniform Guidance, including single audits of entities expending at least \$750,000 in federal aid.
- 5) The District reserves the right to reject any and all proposals and to accept the proposal that in our judgment best serves the interests of the District.
- 6) The Board considers audit services a professional service and, therefore, not subject to the applicable purchasing legislation.
- 7) The audit fieldwork may begin no earlier than the second week in August each year and must begin no later than the last week of August each year. A draft copy of the audit report and management letter, if applicable, must be submitted by November 1<sup>st</sup> of each year. The final audit report should be completed by the second Tuesday in November each year.
- 8) The auditor, preferably a Partner or firm equivalent, will be required to present the audit to the Audit Committee of the Board of Trustees each year prior to issuance. Presentation at the November Board of Trustees meeting may be required at the request of the Chairman of the Board.
- 9) A minimum of 25 copies of the audit are requested upon completion. One digital copy should also be supplied in PDF for ease of upload to various granting sites and to the District webpage.
- 10) The District reserves the right to request copies of any of the audit working papers.
- 11) It is understood that situations may arise which prevent the firm from abiding by a fixed fee over a three-year commitment. Such situations which may arise include, but are not limited to, a change in District structure or management, implementation of new GASB pronouncements, and regulatory or legislative action impacting the District. Communication regarding circumstances which may cause adjustment in fees stated in the proposal is required no less than three months prior to annual engagement.

### **Part III – College Data**

IECC follows the Illinois Community College Board Fiscal Management Manual. All student transactions, financial transactions, and Human Resource data are maintained in Banner, an Ellucian Company product.

The District's most recent budget and audit may be found at the following webpage: [www.iecc.edu/budgeting](http://www.iecc.edu/budgeting).

Total annual operating expenditures are between \$55-\$60 million across all funds of the District. The District does not engage in complex investment transactions, but rather focuses on liquidity and security. Total assets of the District are historically between \$65-\$75 million. The District employs a staff of approximately 210 full-time and 260 part-time employees and 90 full-time faculty and 230 part-time faculty. Annual payroll exceeds \$20 million and is expected to grow over the coming fiscal years.

The District's largest federal major program is generally the Student Financial Aid Cluster. For the past three years, the Higher Education Emergency Relief Fund has been the largest. In addition to this, the District maintains two grants under the TRIO Cluster (Upward Bound and Student Support Services), which provide an annual award in excess of \$1,000,000. The District currently has one grant under Title III. Annual federal expenditures are greater than \$10,000,000.

The District maintains the Adult Education and Family Literacy Grants, which often require separate reporting required by the ICCB. From time to time, the District is awarded grants from the Illinois Board of Higher Education and Illinois Community College Board which require additional procedures and reporting.

**Part IV – Proposal Procedures**

1) Anticipated Schedule of Proposal\*

Thursday, January 18, 2024	Issue Request for Proposals
Friday, February 16, 2024	Proposals Due
Monday, February 19 – Friday, March 9, 2024	Analysis of Proposals – Possible Interviews
Tuesday, March 19, 2024	Recommendation to Board of Trustees
Wednesday, March 20, 2024	Notification of Award
*The District reserves the right to change these dates.	

- 2) Each proposal shall be prepared concisely, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease and consistency of review, proposals must follow the outline in Part V.
- 3) Each respondent is requested to supply one copy of the proposal signed, and one digital copy for distribution. The digital copy may be e-mailed or provided using a flash drive with the firm submission.
- 4) Inquiries and questions about the RFP shall be directed to:

Ryan Hawkins  
233 East Chestnut Street  
Olney, IL 62450  
Phone: (618) 393-2982  
E-mail: [hawkinsr@iecc.edu](mailto:hawkinsr@iecc.edu)

- 5) Selected proposers may be requested to provide an oral presentation, likely via video conference. Those proposers will be notified to arrange specific times.
- 6) After the proposal due date, evaluation of the proposal packages will begin. It is anticipated that a final recommendation will be made to the Board of Trustees at their regular meeting on Tuesday, March 19, 2024; however, no later than the regular meeting on Tuesday, April 16, 2024.

The firm, who in the District’s opinion serves the best interest of the District, will be recommended to the Board of Trustees. Illinois Eastern Community Colleges reserves the right to reject any or all proposals and to waive minor informalities in order to make an award from this process.

- 7) Each proposal will undergo an evaluation based on the following criteria:
- a. Audit Firm Criteria (75% Weighted):
    - i. Firm must be licensed to practice public accounting in Illinois
    - ii. Firm must provide proof of successful Peer Review
    - iii. Experience in auditing governmental entities, with a preference to firms with Illinois Community College auditing experience
    - iv. Experience in auditing federal programs, with a preference to firms with Student Financial Aid Cluster, Title III, and TRIO experience
    - v. Evidence that the firm has adequate staffing to undertake the audit during the established timelines
  - b. Cost (25% Weighted):
    - i. Provide a fee range based on activity necessary to conclude the annual audit of the District.
      - 1. Additionally, provide hourly rates, by staff classification, for additional professional services that may be requested during the award term.

## **Part V – Information Required from Audit Firm**

In order to ensure comparability between submissions, each audit firm must address the following items:

- 1) Cover Letter – Proposals shall begin with a letter of introduction, including the official name and address of the firm submitting the proposal. It shall provide a brief overview of the firm, contact information for the individual authorized to act on behalf of the firm during the proposal process, signed by an officer of the firm authorized to bind the firm to all commitments made in the proposal, and outline the basic qualifications of the firm.
- 2) Narrative Response – Proposals shall be outlined as follows:
  - a) Provide a description of the key points of your proposal (Executive Summary)
  - b) Qualifications of the firm
    - a. Background information of the firm
    - b. Business overview, including an overview of the industries served
    - c. State of incorporation or organization of the firm (as applicable)
    - d. Number of Employees, including total number of Partners or Principals
    - e. Number of Employees expected to be assigned to this audit
  - c) Biography information on anticipated Partner and Manager assigned to the audit. Biography shall at a minimum include the number of years with the firm, years in public practice, and relevant work experience.
  - d) Firms shall provide a maximum, not-to-exceed fee proposal inclusive of all expenses for each fiscal year beginning with fiscal year ending June 30, 2024 and through June 30, 2026. Fee ranges for services related to the preparation of the District annual audit are acceptable. Provide the current hourly rate for management advisory services or additional auditing services on matters that arise outside of the scope of this proposal, such as management consulting services, income tax services, or other advisory service. Information should separately itemize fees and costs for services provided.
  - e) Any other additional information you believe is pertinent to the District’s consideration of your proposal.
- 3) References – A listing of relevant clients shall be included. Please include the name, title, address, and phone numbers of key contacts for client references.
- 4) A copy of the firm’s most recent Peer Review report shall be required.
- 5) Describe circumstances under which you would propose to adjust your fees and how you would communicate such potential changes to the District.
- 6) Provide a tentative audit schedule for a June 30 year-end with a delivery date of the second Tuesday in November (adhering to #7 of Part II).

## BID COMMITTEE REPORT

March 19, 2024

### Olney Central College

1. Solar Array

### TRIO Upward Bound

1. TRIO Upward Bound Educational Trip 2024

### Lincoln Trail College

1. Copper Wire Cable

TO: Board of Trustees

FROM: Bid Committee

DATE: March 19, 2024

RE: Solar Array (OCC)

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

The Bid Committee recommends accepting the bid from Kay Bee Electric for a total of \$1,472,990.

<b>Solar Array for OCC</b>	
<b>Company</b>	<b>Base Bid</b>
Kay Bee Electric Florissant, MO	\$1,472,990

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Wease

Department: Olney Central College

Source of Funds: 2023 Bond

Rationale for Purchase: The lowest responsible bidder in conformity with specifications.

The “Advertisement for Bids” was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

DATE: January 22, 2024

PROJECT: IECC Solar - Olney IL PV Solar System

LOCATION: 305 N. West Street  
Olney, IL 62450

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

ARCHITECT: IMEG Consultants Corp.  
15 Sunnen Drive, Suite 104  
Saint Louis MO, 63143  
Phone: 314-645-1132

SCOPE: Bids shall be submitted for a single contract that will include the following:

Installation of a new fixed ground mounted 370KW Photovoltaic system.  
Includes but is not limited to utility connectivity and civil work.

Commencement of the Work on the project shall be subject to the discretion of  
Illinois Eastern Community Colleges.

TIME OF COMPLETION: The Bidder shall state on the Proposal Form the time in calendar days, from date of "Notice of Award". Bidder guarantees completion of the project.

DATE DUE: Sealed bids will be received by IECC hereinafter known as the "Owner" for new fixed ground mounted 370KW Photovoltaic system. Bids for "All Work" will be received until February 27, 2024, at 10:00 a.m. local time at the office of Illinois Eastern Community Colleges District 529 Office, located at 233 East Chestnut Street, Olney, IL 62450 and will be publicly opened and read aloud at that time.

PRE-BID MEETING: A "Pre-Bid" Meeting will be scheduled on February 6, 2024, at 10:00 a.m. local time at 305 N. West Street, Olney, IL 62450, Student Services Conference Room. Representatives of all bidding firms are requested to attend and present any questions they may have.

RIGHTS RESERVED  
BY OWNER:

The Owner reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the Owner, such action will serve the best interests of the Owner. Commencement of the Work will be at the Owner's discretion.

ACCESS TO  
BIDDING  
DOCUMENTS:

In addition to the office of the Owner, Bidding Documents are on file for reference at the following locations:

**Cross Rhodes Print Technologies, Saint Louis, MO 63118, 314-678-0087**

ONLINE PLANS:

Plans and specifications will be available for viewing and download (individual sheets/sections or entire bid sets) from Beeline + Blue Online Plan Room at <https://www.x-rhodesplanroom.com/>. Additional information regarding bid documents may be discussed with Cross Rhodes at 314-678-0087. **Important note to Bidders: If partial sets are requested by Bidder, the Bidder is responsible for all related information from other drawings/specification sections. Architect is not responsible if Bidder does not obtain necessary information for developing an accurate/complete bid.**

BID FORM:

Bids shall be submitted in duplicate on forms issued by the Architect.

BID SECURITY:

Bid security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders.

WAGE RULES:

The general prevailing rate of wages in the locality in which the work is performed for each craft or type of workers or mechanic needed to execute the contract will adhere to all federal laws and laws of the state, and to all local ordinances and regulations applicable to the work hereunder, and having force of law.

WITHDRAWAL OF  
BIDS:

No bid may be withdrawn for a period of thirty (30) days after the opening of bids without written consent of the Owner.

By order of Illinois Eastern Community Colleges.

END OF SECTION

## SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### GENERAL

The following supplements modify the Instructions to Bidders, AIA® Document A701™–2018. Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions to Bidders shall remain in effect.

### ARTICLE 1: DEFINITIONS

Add the following subparagraph to Article 1:

1.10           Wherever the term "Architect" is used, or implied, it shall be changed to "Engineer."

### ARTICLE 2: BIDDER'S REPRESENTATIONS

Add the following subparagraph to 2.1.4:

2.1.4.1       Submission of a bid will be construed as evidence that such an examination has been made, and later claims for labor, materials, or equipment required or for difficulties encountered, which could have been foreseen had such an examination been made, will NOT be acceptable.

### ARTICLE 3: BIDDING DOCUMENTS

#### 3.2           MODIFICATION OR INTERPRETATION OF BIDDING DOCUMENTS

Add the following subparagraph to 3.2:

3.2.4       Pre-Bid Meeting: Bidders and Sub-bidders are requested to attend a pre-bid meeting, which will be scheduled to discuss each Bidder's responsibilities and the extent of work each Bidder must do as required by other Bidders.

#### 3.3           SUBSTITUTIONS

3.3.6       The Bidder represents that the bid is based upon the materials, equipment, and manufacturers described in the bidding documents.

### ARTICLE 4: BIDDING PROCEDURES

#### 4.1           PREPARATION OF BIDS

Add the following subparagraphs to 4.1.5:

4.1.5.1       Only such Alternate Bids as requested on the Bid Form will be considered.

4.1.5.2       Amounts originally proposed for Alternate Bids shall be held valid for a minimum of 30 days beyond time allowed for withdrawal of bids.

4.1.5.3       Refer to Section 01 23 00 Alternates/Alternatives for complete work description.

Add the following subparagraphs to 4.1:

4.1.9 Owner requests Stipulated Sum Base Bids for work contemplated and as described in the Project Manual and accompanying drawings.

4.1.10 Unit prices requested on the Bid Form shall be given, and if included in contract, will be used for additions to or deductions from amount of work required under contract. Unit prices shall include all cost of materials, labor, insurance, overhead and profit. Credit for work omitted will be determined by same unit prices if not specifically stated otherwise in the Bid Form by the Bidder.

4.1.11 SALES TAX

1. According to the Illinois Retailer's Occupational Tax Act, supplies and materials used on this project are exempt from the Retailer's Occupational Tax.

4.1.12 WAGE RULES

- .1 Contractor shall comply with the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1, et. seq. regarding wages paid by it and by subcontractors used by it under this Project.

4.1.13 BUY AMERICA

- .1 Contractor shall comply with Build America Buy America act to quality for the 10% Inflation Reduction Act Domestic Bonus Credit.

4.1.14 MBE PARTICIPATION

- .1 Contractor shall adhere to the Owner's has a goal of 20% Minority Business Enterprise participation including MBE, WBE, and SDVOSB entities.

4.1.32 COMPLETION TIME

- .1 Certain portions of the work shall be completed in accordance with the sequencing plan to facilitate the Owner's usage of the existing portion of the building during construction.
- .2 Work of the entire project shall be completed by August 25, 2024.

4.2 BID SECURITY

Add the following subparagraph to 4.2.1:

4.2.1.1 Bids shall be accompanied by a Bid Security of at least 5% of the total amount of the base bid and all additive alternate bids. This may be in the form of a certified check, cashier's check, bank draft, or bid bond from a bonding company with a Best rating of "B" or better, payable to the Owner as a guarantee that the bidder will enter into a contract with the Owner and will furnish the proper performance and payment bond within the time limit established by the Owner. If the successful Bidder files the contract and performance and payment bond, upon the execution of the contract by the Owner, the Bid Security will be returned to all bidders. If he fails to file such contract and performance and payment bond, the amount of the Bid Security will be forfeited to the Owner as liquidated damages.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND - ADD LANGUAGE IF BONDS ARE NOT REQUIRED. If bonds are required, delete this paragraph.

ARTICLE 8: ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

Remove Article 8 in its entirety.

END OF SECTION

SECTION 00 41 00 - BID FORMS

DATE: January 22, 2024  
PROJECT: IECC Solar-Olney, IL PV Solar System  
LOCATION: 305 N. West St  
Olney, IL 62450  
OWNER: Illinois Eastern Community Colleges  
233 East Chestnut  
Olney, IL 62450  
ARCHITECT: IMEG Consultants Corp.  
15 SUNNEN DRIVE  
Saint Louis, MO 63143  
Phone: 314-645-1132

BIDDER \_\_\_\_\_  
Circle One (Corporation) (Partnership) (Individual)

ADDRESS \_\_\_\_\_  
Street City State Zip Code Phone No.

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the Contract Documents including Advertisement for Bid, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, General Conditions, Supplementary Conditions, Drawings and Specifications, and Addenda issued thereto, as prepared by IMEG Consultants Corp., 15 Sunnen Drive, Saint Louis, MO 63143, hereby agrees to furnish all labor, material, and equipment necessary to do the Electrical and Civil work required for construction of the Project as hereinafter stated.

ADDENDUM RECEIPT

The undersigned acknowledges the receipt of Addenda \_\_\_\_\_ to \_\_\_\_\_ inclusive.

BASE BID

The undersigned agrees to perform all the Electrical and Civil. work required, exclusive of work called for in Alternate Bids, for the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

SUBSTITUTIONS

All bids shall be based on the items, materials, or manufacturers specified in the specifications and/or as shown on the drawings. Alternate material previously approved by an Addendum is considered part of the specifications and drawings.

Bidders desiring to make substitutions for items or materials specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids. All substitutions must have the same characteristics as items or materials specified. Substitutions so listed will not be a determining factor in the award of contracts.

NOTE: Manufacturer(s) names and materials not included in an Addendum must be listed below if said materials are to be considered. No exceptions.

BRAND OR MAKE SPECIFIED	PROPOSED SUBSTITUTIONS	ADD	DEDUCT

UNIT PRICES

The unit prices for added or deducted work shall be applied only in cases where the net result of change is of more or less quantity than originally contemplated by the Architect. Should more or less work be necessary, the prices will be as follows:

<u>ITEMS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Compacted granular fill for trenches under paved areas in place	cu. yd.	\$ _____
Drilled piers or caissons	cu. yd.	\$ _____
Soil excavation	cu. yd.	\$ _____
Rock excavation	cu. yd.	\$ _____
Removal of obstructions	cu. yd.	\$ _____
Concrete	cu. yd.	\$ _____
Reinforcing steel	lb.	\$ _____
Probe holes	lin. ft.	\$ _____



Affix Corporation Seal if Corporation; if not a Corporation, this bid must be notarized.

Date \_\_\_\_\_, \_\_\_\_\_

Notary \_\_\_\_\_

Expiration Date \_\_\_\_\_

BIDDER'S SIGNATURE

Date \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Firm Name

Official Address:

\_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

END OF SECTION

## SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

### GENERAL

The following supplements modify the General Conditions of the Contract for Construction, AIA® Document A201™-2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### ARTICLE 1: GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

1.1.3 The Work – Add the following: “Where sections contain a ‘Work Includes’ or ‘Section Includes’ list, it merely serves as a table of contents for items described in the section and is not intended to limit or restrict volume or type of work required by the section of specifications.”

Add the following subparagraphs to 1.1:

#### 1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1.1 Wherever the term "Architect" is used, or implied, it shall be changed to Engineer.

1.1.9.2 Where the word "building", "project", or “work” occurs, herein or in the specifications, it shall be construed as applying to all buildings. In all cases where device, material, units, or part of equipment is referred to as singular in number, it is intended that such reference shall apply to as many such devices as are required to complete project and/or work on the project.

1.1.9.3 The term "General Work" shall mean the work, other than Mechanical and Electrical Work, specified in any or all Sections of Divisions 1 through 14 and 31.

1.1.9.4 The term "Electrical Work" shall mean the Electrical work specified in Division 26 and other applicable Divisions.

1.1.9.5 Where used in the specifications, the word "furnish" shall mean supply for use, the word "install" shall mean connect complete and ready for operation, and the word "provide" shall mean to supply for use and connect complete and ready for operation.

1.1.9.5.1 Any item listed as furnished shall also be installed, unless otherwise noted.

1.1.9.5.2 Any item listed as installed shall also be furnished, unless otherwise noted.

#### 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following subparagraph to 1.2.3:

1.2.3.1 Where materials or devices are specified in these documents by reference to government, manufacturer's association or professional society standards, the pertinent sections of the latest edition of such standards, unless otherwise specified, shall have the same force and effect as if set forth in full in these specifications. The following abbreviations shall be used as indicated for the principal societies:

ACI	American Concrete Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWS	American Welding Society
FS	Federal Specifications
IBR	Institute of Boiler and Radiator Manufacturers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
NFPA	National Fire Protection Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
UL	Underwriter's Laboratories
AMCA	Air Movement and Control Association

ARTICLE 2: OWNER

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Add the following sentence: "The Owner's actions pursuant to this subparagraph shall not operate as a release of any obligation of a Surety upon its Performance and Labor and Material Payment Bonds."

ARTICLE 3: CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.4 In order that ready availability of materials, parts, or components for repair, replacement or expansion may be assured, all such materials, parts and components shall be obtained where feasible from sources which maintain a regular domestic stock.

3.4.5 Materials: Substitution, Acceptance. Materials are specified in the following ways:

3.4.5.1 Whenever a material, article, or piece of equipment is identified in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is to establish a standard of quality required and not to, in any way, eliminate competition. Any material, article, or equipment of other manufacturers or vendors which will perform adequately the service and duties imposed by the general design and is of a quality equal to or better than the material, article, or equipment identified in the specifications will be considered equally acceptable provided that the material, article, or equipment so proposed, is submitted for approval in writing, and is, as a result of the review by the Architect, of equal substance and function. The Architect's decision, after review, shall be final.

3.4.5.2 The Bidder may submit to the Architect, not less than ten (10) days prior to the date bids are to be received, complete engineering data on any material, article, or equipment, which is proposed as a substitute for the material, article, or equipment specified, with a request for its approval. The Architect will review the proposed substitution, and will determine if the material, article, or equipment is of equal substance and function to that identified in the specifications. The Architect will issue an approval in writing to all Bidders not less than seven (7) calendar days prior to the date bids are to be received. Failure to

receive such written approval shall be construed as rejection of the material, article, or equipment as not having equal substance and function to that specified.

3.4.5.3 The Bidder may, as part of the proposal, offer substitution material, article, or equipment to that indicated in the specifications, stating the difference in cost for each substitution. Complete descriptive and engineering data shall be submitted with the proposal. Failure to submit complete descriptive and engineering data with the proposal shall result in its not being given consideration. Written approval will be given if the substitution material, article, or equipment is acceptable. No substitution of material, article, or equipment shall be made without written approval.

3.4.5.4 When offering substitution material, article, or equipment, the Bidder states that all dimensions, space allocations, and other construction difficulties have been verified, and certifies that the items offered will perform as those specified.

3.4.5.5 Any request for, or proposal for the use of substitution materials, articles, or equipment shall include all coordination, modification, or additional work required as a result of the substitution. The Bidder further assumes all costs that may be incurred as a result of using the offered materials, articles or equipment necessitating extra expenses on the Bidder's part, or on the part of other Bidders whose work is affected.

3.4.5.6 The Bidder shall, unless written approval has been granted for substitution of material, article, or equipment, furnish and install the materials, articles, or equipment specified.

3.4.5.7 After award of the Contract, substitutions will be considered only under one or more of the following conditions:

- .1 Required for compliance with subsequent interpretation of code requirements or insurance regulations.
- .2 Unavailability of specified products, through no fault of the Contractor.
- .3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- .4 When it is clearly seen, in the judgment of the Architect that a substitution would be substantially to the Owner's best interests, in terms of cost, time or other considerations.

### 3.5 WARRANTY

Add the following subparagraph to 3.5:

3.5.1 If all, or a portion of the operating systems are used beneficially by any party other than the Contractor, with prior written authorization of the Owner, the warranty period shall commence on the date when such systems or portion thereof are placed in operation. The beneficial user, if other than the Owner, shall restore such systems, or portion thereof, to their original condition without cost to the Owner and before acceptance by the Owner.

### 3.6 TAXES

Add the following subparagraphs to 3.6:

3.6.1 The Contractor shall also pay Unemployment and Social Security taxes or other taxes imposed by Local, City, State, or Federal Government. If the tax laws are subsequently amended by legislation during the life of the Contract, the Contractor shall pay the net change caused by such amendment.

3.6.2 Tax Exemption: Refer to SALES TAX in Supplementary Instructions to Bidders.

### 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Revise subparagraph 3.7.5 to read as follows:

3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existing of such remains or features may be made as provided in Article 15.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following subparagraphs to 3.10.1:

3.10.1.1 The Contractor shall issue a copy of the schedule to all other Subcontractors, who, in turn, shall promptly prepare construction schedules for their work. The General Contractor shall then make a combined horizontal bar chart of work for all Contracts that shall be used throughout sequence of construction to keep this project on schedule.

3.10.1.2 The horizontal bar chart for the work shall be posted in the project construction office and shall be brought up to date monthly by the General Contractor. Updated bar charts shall include schedule changes for the work of all Subcontractors involved. Copies of updated bar charts shall be sent to the Owner and the Architect monthly.

## ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### 6.2 MUTUAL RESPONSIBILITY

Add the following subparagraphs to 6.2.2:

6.2.2.1 Each Contractor shall perform work in proper sequence in relation to that of other Contractors. Mechanical Contractors shall fit their piping and ductwork into structure as job conditions may demand.

6.2.2.2 The Contractor and each Subcontractor shall obtain complete data at site and inspect surfaces that are to receive the work before proceeding; shall be solely responsible for accuracy of measurements and laying out of work; shall correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.

6.2.2.3 Each Contractor shall give due notice and proper information to other Contractors of any special provisions necessary for the placing and setting of work coming in contact with work of other Contractors. Failing to do so in proper time, Contractor shall be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.

6.2.2.4 Each Contractor shall cooperate in every way possible to allow for installation of equipment that is to be provided by Owner or equipment contractors during the course of construction.

## ARTICLE 7: CHANGES IN THE WORK

### 7.1 GENERAL

Add the following subparagraph to 7.1:

7.1.4 Contractors overhead and profit is limited to 15%. Subcontractors' markup is limited to 5%.

## ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES - Add the following sentence: "Bond charges and allowances shall appear separately in schedule. Contractor's itemized labor and material breakdown shall be submitted to the Architect on AIA Document G703 Continuation Sheet."

### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add the following sentence: "Payment request shall utilize AIA Document G702 Application and Certification for Payment and AIA Document G703 Continuation Sheet and shall be submitted in triplicate."

Add the following subparagraph to 9.3.1:

9.3.1.3 Until final payment, the Owner shall withhold five percent (5%) of the amount due the Contractor on Account of progress payments unless percentage is reduced by Architect.

Add the following subparagraph to 9.3:

9.3.4 Beginning with the second payment request, the General Contractor shall submit three (3) notarized copies of the Contractor's partial waiver of lien for the full amount of the previous payment request and the partial waivers of Subcontractors and Material Suppliers who were included in the immediate preceding payment request to the extent of that payment (i.e., the Contractor must submit partial waivers on a current basis. Subcontractors and Material Suppliers may not be more than one payment behind with their partial waivers). Application for final payment shall be accompanied by final waivers of lien from the Contractor, Subcontractor, and Material Suppliers who have not previously furnished such final waivers.

### 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following subparagraphs to 9.10:

9.10.6 Upon determination by the Architect, and acceptance by the Owner, the final payment, including retained percentages, will be recommended for payment within 30 days after final acceptance of work.

9.10.7 The Owner shall reserve the right to reimburse the Architect for costs extending from additional work required by the Architect due to lack of performance and/or coordination by the Contractor under specific conditions, including:

- .1 Review of submittals more than twice due to incomplete or missing information.
- .2 Additional Final Site Observations (above one for confirm substantial completion and one to confirm final completion) required if Architect finds the project incomplete after certification and request by the Contractor.

- .3 Additional time and expenses required if the Contractor does not complete the project and all closeout procedures within 30 days of the specified final completion date as may be amended by change orders during the course of the project.

These additional costs shall be deducted from the Contractor's final payment for the project.

## **ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

### 10.2 SAFETY OF PERSONS AND PROPERTY

Add the following subparagraphs to 10.2.8:

10.2.8.1 Whenever an employee, agent, or other representative of Contractor, or any employee, agent, or other representative of a Subcontractor, whose activities on or about the site, shall cause or be a substantial factor in causing, any damage (including but not limited to breaking, burning, overheating, freezing, exposing, disconnecting, misconnecting, and depriving of support) to the work, materials, or property of a third party (including but not limited to the Owner, other Contractors, Subcontractors material suppliers, delivery persons, frequenters, security holders, adjacent land owners, bodies politic, utilities, or members of the public), such Contractor or Subcontractor shall promptly proceed to remedy and correct such damage and to pay all costs, expenses, and damages involved. To the extent that such Contractor or Subcontractor shall fail to do so, they shall be accountable, under contract with the Owner, for all damages to the Owner directly or consequentially arising therefrom whether liquidated or not, and whether certain or contingent, including but not limited to costs of renovation, repair, replacement, or relocation, vicarious liabilities, losses by delays, charges for architectural or other services, and extra costs, charges, work, or materials of every description. Upon determination by the Architect of the identity of the responsible party, and of the extent of such damage so caused, Owner shall be entitled for its security, to withhold or deduct from payments otherwise due such Contractor any sum reasonably estimated to be required to secure Owner's right to such account, until Owner shall otherwise be fully indemnified and made whole. Such liability to account shall be deemed contractual, and shall arise regardless of whether or not circumstances of conventional tort are present or proven, and shall bind the sureties and indemnitors of such Contractor or Subcontractor, but the Owner shall not be deemed to have waived, released, settled, or otherwise impaired its right to full account by reason of any payment, withholding, deduction, failure to withhold or deduct, or other form of claim or failure to claim; and in no event shall exercise or non-exercise of the Owner's right to be deemed or implied to impose on the Owner any liability toward any other person; or to affect, except as expressly provided, the rights or liabilities of any of the parties arising independently of this provision.

10.2.8.2 Whenever the Contractor or Subcontractors whose activities cause any such damage cannot, in the opinion of the Architect, be specifically ascertained, or whenever a Contractor's or Subcontractor's proportionate responsibility to account therefore according to the foregoing provisions cannot, in the opinion of the Architect, be finally determined, the party to whose work sections the damage pertains, shall proceed promptly to remedy and correct such damage, as extra work, and the reasonable charges for so doing, together with the amounts of any further damages which may so arise, shall be determined by the Architect to the Owner, with authorization to charge the aggregate sum to the respective accounts of all Contractors who, directly or through Subcontractors, material suppliers, or delivery persons who were engaged in any activity at the site of damage when it arose in proportion to the gross amounts of their respective contracts. Such allocated accountability shall continue, as security to the Owner, until a different accountability is ascertained, in the opinion of the Architect or until Owner is otherwise fully indemnified and made whole.

### 10.3 HAZARDOUS MATERIALS

Add the following subparagraph to 10.3:

10.3.7 Owner and Contractor shall indemnify and hold harmless the Architect and its consultants from claims, costs, damages, or liability, including attorney fees, associated with the creation, storage, release, transport, or disposal of hazardous or toxic material or pollutant.

## ARTICLE 11: INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

Add the following subparagraphs to 11.1.1:

.9 The Contractor shall also purchase and maintain such insurance as will protect the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this Subparagraph.

.10 In any and all claims against the Owner or Architect or any of their agents or employees by an employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the insurance obligation under this Subparagraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

.11 The insurance obligations of the Contractor under this Subparagraph shall not extend to the liability of the Architect, his agents, or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

.12 This insurance shall be for the same limits stated for the Contractor's other liability insurance.

Add the following subparagraphs to 11.1.2:

11.1.2.1 The limits for Worker's Compensation and Employers' Liability Insurance shall meet statutory limits mandated by State and Federal Laws. If limits in excess of those required by statute are to be provided, additional coverages and limits for such insurance shall be as follows:

- a) Employer's Liability: \$Indicate amount of Liability coverage

11.1.2.2 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability,

Personal Injury and Broad Form Property Damage (included coverage for Explosion, Collapse and Underground hazards) shall be as follows:

\$Indicate amount Each Occurrence

\$Indicate amount Aggregate

\$Indicate amount Personal and Advertising Injury

\$Indicate amount Products-Completed Operations Aggregate

The policy shall be endorsed to have the General Aggregate apply to this Project only.

1. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201<sup>TM</sup>-2007 under Section 3.18.
2. Products and Completed Operations insurance shall be maintained for a minimum period of at least one (1) year after the expiration of the period for correction of Work.

11.1.2.3 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage: \$Indicate amount Each Accident.

11.1.2.4 Umbrella or Excess Liability coverage: \$Indicate amount over primary insurance with no more restrictions than primary policies.

Add the following sentence to 11.1.3: "If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD Form 25-S."

Add the following sentence to 11.1.4: "The Architect and Architect's Consultants are:

Architect: IMEG Consultants Corp.  
15 Sunnen Drive, Mapl

Consultant: Mason Ryan PE - Electrical Engineer  
Marc Harris PE - Project Manager

Add the following subparagraphs to 11.1:

11.1.5 The Contractor shall protect self by requiring Subcontractors to maintain Workers' Compensation Insurance of the same kind in amounts specified above.

### 11.3 PROPERTY INSURANCE

Concerning the insurance described in Subparagraph 11.3 of AIA Document A201, 2007 edition:

- A. No modification is required; the Owner will purchase (including coverage for all materials and equipment to be incorporated or used in the Project when stored off the site or when in transit).

Add the following subparagraph to 11.3.1:

11.3.1.6 The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Paragraph 11.3.7.

Add the following subparagraph to 11.4.1:

## ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

### 12.2 CORRECTION OF WORK

Add the following subparagraph to 12.2:

12.2.6 All structures are subject to wear and tear and environmental and manmade exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. Architect shall have no responsibility for such issues or resulting damages.

## ARTICLE 13: MISCELLANEOUS PROVISIONS

Revise subparagraph 13.1 to read as follows:

13.1 The Contract shall be governed by the law of the place where the Project is located.

## ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY

16.1.1 The Contractor and all Subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471 (as may be updated or amended). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

## ARTICLE 17.0: HARASSMENT

17.1 Each Contractor and Contractor's subcontractor shall have in place a written harassment policy in full compliance with federal and state laws. Harassment is defined as either verbal or physical conduct that the receiving party finds offensive. This includes, but is not limited to, actions that single out race, creed, color, national or ethnic origin, veteran status, age, sex, religion, or mental or physical disability.

17.2 This policy, as a minimum, shall include the following:

- .1 The illegality of harassment.
- .2 The definition of harassment under state and federal laws.
- .3 A description of harassment, utilizing examples.
- .4 An employer's internal complaint process, including penalty.
- .5 The legal recourse, investigative and complaint process available through the Department of Human Rights Commission.
- .6 Directions on how to contact the Department of Human Rights Commission.
- .7 Protection against retaliation.

ARTICLE 18.0: TOBACCO AND DRUG FREE ENVIRONMENT

18.1 The Contractor and the Subcontractors shall comply with the policy of the Owner that prohibits the use of tobacco products on all property.

18.2 The Contractor and the Subcontractors by submitting their bid, certify they will provide a drug free workplace that is in compliance with the requirements of the Drug Free Workplace Act.

END OF SECTION

## SECTION 011100 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Work covers construction of a new photovoltaic ground mounted system.

#### 1.2 CONTRACTS

- A. Project shall be constructed under a single contract(s) that shall include the Civil Electrical work.

#### 1.3 WORK OF CONTRACTORS

- A. In addition to fulfilling Contract Requirements, Contractor shall fulfill the requirements of all drawings, specifications, and the requirements of the General Conditions, Supplementary Conditions, and Division 1, General Requirements, all of which are hereby made a part of each division and section of the project specifications.
- B. Contractor shall provide work and/or services as may be specified in all the respective specification sections and/or indicated on the drawings for all divisions of work. Contractor shall review specification sections and drawings for all divisions of work to determine extent of work and/or services each section requires for other divisions as well as its own division of work.

#### 1.4 CONTRACTOR'S USE OF SITE

- A. Access: Coordinate with Owner
- B. Utility outage and shutdown: Coordinate with Owner
- C. PRODUCTS (Not Used)

### PART 2 - EXECUTION (Not Used)

END OF SECTION



## ADDENDUM # 1

DATE: February 20, 2024

PROJECT: Illinois Eastern Community Colleges (IECC) Olney Central College Solar  
IMEG #23003083.01

BID DUE DATE: February 27, 2024 – 10:00 a.m. CST

ARCHITECT: IMEG Consultants Corp.  
15 Sunnen Drive, Suite 104  
Saint Louis, Missouri 63143  
Phone: (314) 645-1132  
Fax: (314) 645-1173

TO: All Contract Document Holders of Record.

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This Addendum forms a part of the bidding and construction documents. This Addendum supersedes and supplements all portions of the original bidding and construction documents dated January 22, 2024, with which it conflicts. Please attach this Addendum to the Project Manual(s) in your possession.

**ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

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### A. DRAWINGS

1. DRAWING C-101 – SITE PLAN
  - a. **REVISE** fencing layout to new panel configuration for increased solar module row spacing.
  - b. **REVISE** point numbers for fencing layout.
  - c. **REPLACE** tree removal to east with tree removal to south.
2. DRAWING E100 – SITE PLAN - ELECTRICAL
  - a. **REVISE** solar module row spacing from 16 feet to 20 feet and adjust layout of solar modules.

END OF ADDENDUM #1

CEM:MJR/sdb

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### Enclosures

IECC Olney Central College Solar  
IMEG #23003081.01

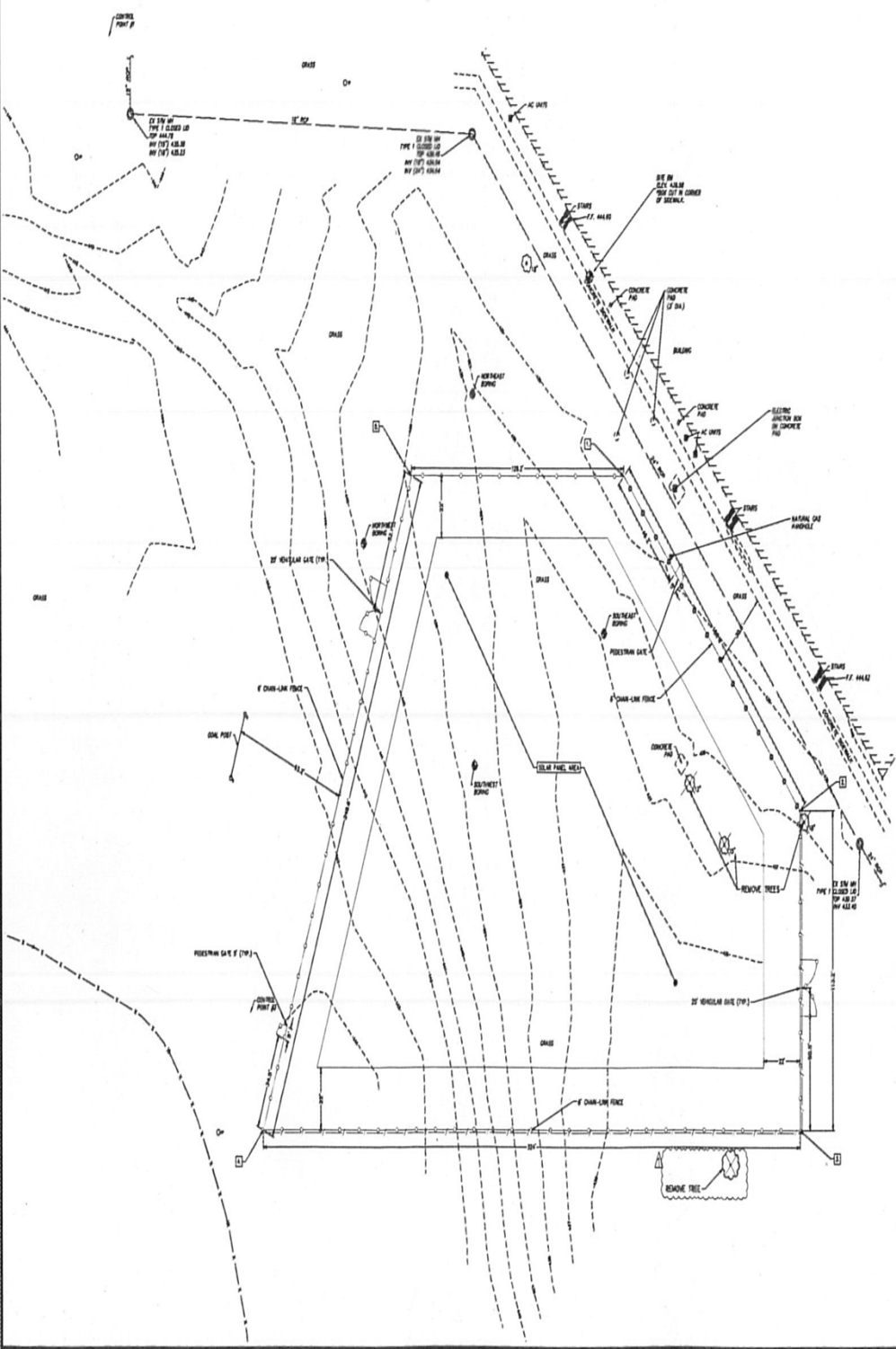
Addendum #1

Page 1 of 1





Know what's below.  
Call before you dig.



IECC SOLAR PV STUDY

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	753483.750	1050680.500	439.60	NORTHEAST POST
2	753365.191	1050786.210	438.26	EAST POST
3	753252.007	1050786.210	UNKNOWN	SOUTHEAST POST
4	753252.007	1050462.217	UNKNOWN	SOUTHWEST POST
5	753483.751	1050552.287	438.91	NORTHWEST POST

UTILITY NOTES

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
- ALL EXISTING UNDERGROUND UTILITIES SHOWN WERE LOCATED PARTIALLY IN THE FIELD AND PARTIALLY FROM REVIEW OF EXISTING PUBLIC RECORDS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT EACH UTILITY COMPANY FOR THE FIELD LOCATION OF THEIR EXISTING LINES IN OR NEARBY THE CONSTRUCTION AREA PRIOR TO BEGINNING ANY CONSTRUCTION.
- THE LOCATIONS OF THOSE BURIED AND ABOVE GROUND UTILITIES SHOWN ARE APPROXIMATE. ARE SHOWN FOR CONTRACTOR INFORMATIONAL USE ONLY, AND ARE NOT TO BE REFERENCED FOR CONSTRUCTION PURPOSES. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE OWNER, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE. BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION AND MARKING ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. REROUTING, DISCONNECTION PROTECTION ETC. OF ANY UTILITY MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY AND OWNER. SITE SAFETY INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES, REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

FENCE LAYOUT AND SLIT FENCE HAVE BEEN ALTERED



I hereby certify that this plan was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Missouri.

Signature: *James W. Dietzel* Date: 02/20/2024

JAMES W. DIETZEL, Civil Engineer P.E.  
License No. 06247074  
My license renewal date is November 30, 2025.



15 SUNNEN DR, SUITE 104  
SAINT LOUIS, MO 63143  
314.645.1132 FAX: 314.645.1173  
www.imegcorp.com  
PROJECT# 23003083.00

Illinois Design Firm Registration #184007637-0014

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DATE	02/20/24
REVISIONS	DESCRIPTION
NO.	1
<b>IMEG</b> ILLINOIS ENGINEERING & ARCHITECTURE 15 SUNNEN DRIVE, SUITE 104 SAINT LOUIS, MISSOURI 63143	
IECC SOLAR PV STUDY OLNEY, ILLINOIS SITE PLAN	
IMEG Project No:	23003083.01
File Name:	C:\1\IECC\1024
Copyright:	© COPYRIGHT 2024 ALL RIGHTS RESERVED
Field Book No:	###
Drawn By:	MDM
Checked By:	CEM
Date:	02/20/2024
<b>C-101</b>	
Sheet 2 of 3	



TO: Board of Trustees

FROM: Bid Committee

DATE: March 19, 2024

RE: TRIO Upward Bound Educational Trip 2024

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

The Bid Committee recommends accepting the bid from WorldStrides Travel for a total of \$104,400.

<b>TRIO Upward Bound Educational Trip (Chicago)</b>		
<b>Company</b>	<b>Base Bid</b>	
All Aboard Tours & Travel Upper Saddle River, NJ	\$127,710	No Broadway
WorldStrides St. Charles, IL	\$104,400	

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Wease

Department: TRIO Upward Bound

Source of Funds: TRIO Upward Bound Grants (LTC, OCC & WVC).

Rationale for Purchase: Regulations state that Upward Bound programs must provide students with a summer instructional component that is designed to simulate a college-going experience, and may provide exposure to cultural events, academic programs, and other activities not usually available to disadvantaged youth 34 645.12(a), 34 645.13 (a) (1).

The “Advertisement for Bids” was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

**Specifications for: TRIO Upward Bound Educational Trip 2024**

**Illinois Eastern Community College District #529**

**and TRIO Upward Bound**

**Award #P047A220037, #P047A220040 & #P047A220039**

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

**Trip to:** Chicago, Illinois.

**Depart from:** Olney Central College, 1091 West Parker Street, Olney, IL 62450 – Tuesday, July 9, 2024.

**Return to:** Olney Central College, 1091 West Parker Street, Olney, IL 62450 – Thursday, July 11, 2024.

**Accommodations:** Up to 90 students (double occupancy) with two (2) queen beds (students). Up to 11 staff (double occupancy) with two (2) queen beds (staff). (All rooms are to be located together as hotel allows).

**Activities/attractions must reflect a minimum of the following:**

- Millennium Park
- Explore Navy Pier
- Museum of Science and Industry with Omnimax Theater
- Blue Man Group
- John Hancock Center 360 Chicago + Tilt!
- Chicago Seadog Lakefront Speedboat Tour
- Magnificent Mile
- Shedd Aquarium & Oceanarium
- Art Institute of Chicago
- Loyola University
- Untouchable Tours – Guided Gangster Tour
- Broadway show (TBD)
- Himmel’s German Restaurant
- Giordano’s Chicago style pizza
- Maggiano’s Little Italy (Family Style)

**College visits:** Minimum of one (1) University tour during the course of the trip.

**Transportation:** Charter buses for up to 102 passengers. TV/DVD on each motorcoach, Wi-Fi included.

**Lodging:** Two (2) night’s stay in Chicago, IL. (Hotel must have breakfast available to accommodate our group. (No outside door access or adjoining guest rooms)).

**Meals all included in price:** Meal allowances are acceptable, no less than \$15.00 per person/per meal. However, there needs to be at least one (1) “seated” meal each day. All meals must be included.

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

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

**Additional services:**

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

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

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

**Bid Form (Award #P047A220037, #P047A220040 & #P047A220039)**

TOTAL BID \$ \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
FAX \_\_\_\_\_  
DATE \_\_\_\_\_

The TRIO Upward Bound programs are 100% federally funded by the U.S. Department of Education for \$324,979 (LTC), \$376,462 (OCC) and \$309,505 (WVC). Bid award is subject to approval by Illinois Eastern Community Colleges.

TO: Board of Trustees

FROM: Bid Committee

DATE: March 19, 2024

RE: Copper Wire Cable

The District did not receive any bids on this item. Accordingly, the Bid Committee has no recommendation of award.

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
February 29, 2024**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$ 8,537,532.36</b>
<b>Operations &amp; Maintenance</b>	<b>1,488,478.15</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>3,397,426.22</b>
<b>Bond &amp; Interest</b>	<b>291,555.03</b>
<b>Auxiliary</b>	<b>1,349,099.56</b>
<b>Restricted Purposes</b>	<b>128,665.32</b>
<b>Working Cash</b>	<b>39,671.69</b>
<b>Trust &amp; Agency</b>	<b>582,716.55</b>
<b>Audit</b>	<b>13,067.20</b>
<b>Liability, Protection &amp; Settlement</b>	<b>757,105.66</b>
<b>TOTAL ALL FUNDS</b>	<b><u>\$ 16,585,317.74</u></b>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
February 29, 2024

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>ASSETS</b>						
Cash	\$ 8,563,832	\$ 1,488,478	\$ 3,397,426	\$ 291,555	\$ 1,369,600	\$ 128,665
Investments	8,505,524	2,754,257	10,015,285	-	3,406,733	-
Accounts Receivable	951,164	84,005	-	-	253,625	-
Other Receivables	477,771	5,808	3,500	-	8,764	32,612
Restricted Cash	-	-	4,006,229	-	-	-
Inventory	-	-	-	-	638,738	-
Other Assets	69,873	-	-	-	-	453,125
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 18,568,164</u>	<u>\$ 4,332,548</u>	<u>\$ 17,422,440</u>	<u>\$ 291,555</u>	<u>\$ 5,677,460</u>	<u>\$ 614,402</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ 3,610	\$ 5,211	\$ -	\$ -	\$ (3,990)	\$ (36)
Accrued Payroll Liabilities	2,366	-	-	-	-	-
Other Accrued Liabilities	28,185	-	29,331	-	53,292	(38,448)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>34,161</u>	<u>5,211</u>	<u>29,331</u>	<u>-</u>	<u>49,302</u>	<u>(38,484)</u>
<b>FUND BALANCES</b>						
Non-Spendable	-	-	-	-	638,738	-
Restricted						
Board Designated	10,673,916	1,302,852	-	-	-	-
Other Purposes	-	2,414,437	14,919,775	291,555	-	-
Encumbered	7,046,939	610,048	2,473,334	-	1,143,898	852,773
Unassigned	813,148	-	-	-	3,845,522	(199,887)
Total Fund Balances	<u>18,534,003</u>	<u>4,327,337</u>	<u>17,393,109</u>	<u>291,555</u>	<u>5,628,158</u>	<u>652,886</u>
Total Liabilities and Fund Balances	<u>\$ 18,568,164</u>	<u>\$ 4,332,548</u>	<u>\$ 17,422,440</u>	<u>\$ 291,555</u>	<u>\$ 5,677,460</u>	<u>\$ 614,402</u>

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
February 29, 2024

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>ASSETS</b>					
Cash	\$ 39,672	\$ 582,717	\$ 13,067	\$ 757,106	\$ 16,632,118
Investments	6,303,883	-	-	-	30,985,682
Accounts Receivable	-	-	-	-	1,288,794
Other Receivables	51,482	54,792	-	-	634,729
Restricted Cash	-	-	-	-	4,006,229
Inventory	-	-	-	-	638,738
Other Assets	-	-	-	-	522,998
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,395,037</u>	<u>\$ 637,509</u>	<u>\$ 13,067</u>	<u>\$ 757,106</u>	<u>\$ 54,709,288</u>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 4,795
Accrued Payroll Liabilities	-	-	-	-	2,366
Other Accrued Liabilities	-	2,000	-	-	74,360
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>2,000</u>	<u>-</u>	<u>-</u>	<u>81,521</u>
<b>FUND BALANCES</b>					
Non-Spendable	6,315,000	-	-	-	6,953,738
Restricted					
Board Designated	-	-	-	-	11,976,768
Other Purposes	80,037	627,979	13,067	502,288	18,849,138
Encumbered	-	7,530	-	254,818	12,389,340
Unassigned	-	-	-	-	4,458,783
Total Fund Balances	<u>6,395,037</u>	<u>635,509</u>	<u>13,067</u>	<u>757,106</u>	<u>54,627,767</u>
Total Liabilities and Fund Balances	<u>\$ 6,395,037</u>	<u>\$ 637,509</u>	<u>\$ 13,067</u>	<u>\$ 757,106</u>	<u>\$ 54,709,288</u>

Illinois Eastern Community Colleges  
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
 For the Period Ended February 29, 2024

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>REVENUES</b>						
Property Taxes	\$ 3,283,243	\$ 1,475,359	\$ 196,524	\$ 1,842,168	\$ -	\$ -
Replacement Taxes	324,253	324,253	-	-	-	-
ICCB Grants	9,717,923	-	186,055	-	-	1,056,330
Federal Grants	-	-	-	-	-	7,077,524
Tuition & Fees	11,223,330	964,703	-	-	308,836	-
Charges for Services	45,459	62,393	-	-	1,899,804	107
Interest	280,306	76,622	200,979	15,288	83,898	9,365
Other Revenues	92,052	41	14,363,045	-	129,589	86,427
Total Revenues	<u>24,966,566</u>	<u>2,903,371</u>	<u>14,946,603</u>	<u>1,857,456</u>	<u>2,422,127</u>	<u>8,229,753</u>
<b>EXPENDITURES</b>						
Payroll	9,697,953	758,393	-	-	1,370,408	1,201,546
Benefits	1,914,589	197,606	-	-	170,753	292,048
Contractual Services	1,256,101	447,615	566,811	-	248,963	328,423
Supplies	1,017,582	286,683	21,028	-	1,579,956	211,856
Travel	168,389	-	334	-	306,087	57,978
Fixed	42,301	364	6,110,438	1,875,994	146,816	5,785
Utilities	36,313	902,846	-	-	325	-
Capital Outlay	211,870	72,895	1,990,555	-	19,359	550,169
Other	196,183	109	92,147	-	97,812	1,280,696
Scholarships, Student Grants, & Waivers	4,940,666	-	-	-	305,897	4,308,343
Total Expenditures	<u>19,481,947</u>	<u>2,666,511</u>	<u>8,781,313</u>	<u>1,875,994</u>	<u>4,246,376</u>	<u>8,236,844</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>5,484,619</u>	<u>236,860</u>	<u>6,165,290</u>	<u>(18,538)</u>	<u>(1,824,249)</u>	<u>(7,091)</u>
<b>TRANSFERS</b>						
Net Transfers	(2,202,656)	58,041	1,450,000	-	694,615	-
Total Transfers	<u>(2,202,656)</u>	<u>58,041</u>	<u>1,450,000</u>	<u>-</u>	<u>694,615</u>	<u>-</u>
Net Change in Fund Balance	<u>3,281,963</u>	<u>294,901</u>	<u>7,615,290</u>	<u>(18,538)</u>	<u>(1,129,634)</u>	<u>(7,091)</u>
Fund Balance - Beginning	15,252,040	4,032,436	9,777,819	310,093	6,757,792	659,977
Fund Balance - Ending	<u>\$ 18,534,003</u>	<u>\$ 4,327,337</u>	<u>\$ 17,393,109</u>	<u>\$ 291,555</u>	<u>\$ 5,628,158</u>	<u>\$ 652,886</u>

Illinois Eastern Community Colleges  
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
 For the Period Ended February 29, 2024

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>REVENUES</b>					
Property Taxes	\$ -	\$ -	\$ 49,950	\$ 1,102,947	\$ 7,950,191
Replacement Taxes	-	-	-	-	648,506
ICCB Grants	-	-	-	-	10,960,308
Federal Grants	-	-	-	-	7,077,524
Tuition & Fees	-	-	-	-	12,496,869
Charges for Services	-	27,981	-	-	2,035,744
Interest	86,337	13,561	398	14,170	780,924
Other Revenues	-	436,786	-	253,170	15,361,110
Total Revenues	<u>86,337</u>	<u>478,328</u>	<u>50,348</u>	<u>1,370,287</u>	<u>57,311,176</u>
<b>EXPENDITURES</b>					
Payroll	-	-	-	-	13,028,300
Benefits	-	-	-	67,475	2,642,471
Contractual Services	-	171	64,525	326,422	3,239,031
Supplies	-	39,757	-	87,583	3,244,445
Travel	-	13,166	-	-	545,954
Fixed	-	-	-	355,222	8,536,920
Utilities	-	-	-	-	939,484
Capital Outlay	-	-	-	83,499	2,928,347
Other	-	(65,866)	-	-	1,601,081
Scholarships, Student Grants, & Waivers	-	385,111	-	-	9,940,017
Total Expenditures	<u>-</u>	<u>372,339</u>	<u>64,525</u>	<u>920,201</u>	<u>46,646,050</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>86,337</u>	<u>105,989</u>	<u>(14,177)</u>	<u>450,086</u>	<u>10,665,126</u>
<b>TRANSFERS</b>					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>86,337</u>	<u>105,989</u>	<u>(14,177)</u>	<u>450,086</u>	<u>10,665,126</u>
Fund Balance - Beginning	<u>6,308,700</u>	<u>529,520</u>	<u>27,244</u>	<u>307,020</u>	<u>43,962,641</u>
Fund Balance - Ending	<u>\$ 6,395,037</u>	<u>\$ 635,509</u>	<u>\$ 13,067</u>	<u>\$ 757,106</u>	<u>\$ 54,627,767</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**February 29, 2024**

	<b>ALL FUNDS</b>	
	<b>Fiscal</b>	<b>Fiscal</b>
	<b>Year</b>	<b>Year</b>
	<b>2024</b>	<b>2023</b>
<b>ASSETS:</b>		
CASH	\$ 16,585,318	\$ 15,590,262
IMPREST FUND	21,300	21,300
CHECK CLEARING	25,500	14,500
CDB PROJECT TRUST	4,006,229	3,909,022
PREPAID EXPENSES	69,873	56,506
INVESTMENTS	30,985,682	19,654,586
RECEIVABLES	1,817,263	2,067,402
ACCRUED REVENUE	106,260	5,029
INTERFUND RECEIVABLES	-	-
INVENTORY	638,738	610,360
OTHER ASSETS	453,125	438,300
FIXED ASSETS (Net of Depr)	25,187,919	20,552,582
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 79,897,207</b>	<b>\$ 62,919,849</b>
<b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 2,366	\$ -
ACCOUNTS PAYABLE	(2,954)	330,942
ACCRUED EXPENSES	-	-
INTERFUND PAYABLES	-	-
DEFERRED REVENUE	82,108	70,983
L-T DEBT GROUP (FUND 9)	8,600,237	4,073,092
OPEB (Prior Year Restated for GASB 75 Implementation)	5,856,409	13,963,316
OTHER LIABILITIES	-	-
<b>TOTAL LIABILITIES:</b>	<b>14,538,166</b>	<b>18,438,333</b>
<b>FUND BALANCES:</b>		
FUND BALANCE	42,238,428	30,648,197
INVESTMENT IN PLANT (Net of Depr)	25,187,919	20,552,582
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(14,456,646)	(18,036,408)
RESERVE FOR ENCUMBRANCES	12,389,340	11,317,145
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>65,359,041</b>	<b>44,481,516</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 79,897,207</b>	<b>\$ 62,919,849</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2022-2024**

College	Category	FISCAL YEAR 2022			FISCAL YEAR 2023			FISCAL YEAR 2024			
		Budget	Spent Thru February	% of Budget	Budget	Spent Thru February	% of Budget	Tentative Budget	Spent Thru February	% of Budget	% of Year
Frontier	Bills		\$ 401,447			\$ 524,713			\$ 512,113		
	Payroll		1,174,593			1,354,932			1,355,256		
	Waivers		597,356			583,307			609,713		
	Totals	\$ 3,688,586	2,173,396	59%	\$ 3,873,183	2,462,952	64%	\$ 3,936,161	2,477,082	63%	67%
Lincoln Trail	Bills		\$ 783,711			\$ 723,279			\$ 816,039		
	Payroll		1,444,214			1,443,081			1,398,796		
	Waivers		756,992			766,869			869,850		
	Totals	\$ 4,977,953	2,984,917	60%	\$ 4,727,391	2,933,229	62%	\$ 4,542,114	3,084,685	68%	67%
Olney Central	Bills		\$ 992,212			\$ 1,294,610			\$ 1,437,912		
	Payroll		2,619,069			2,837,718			2,731,399		
	Waivers		611,126			625,568			687,964		
	Totals	\$ 7,367,058	4,222,407	57%	\$ 7,402,072	4,757,896	64%	\$ 7,643,937	4,857,275	64%	67%
Wabash Valley	Bills		\$ 805,708			\$ 948,642			\$ 1,127,691		
	Payroll		1,887,641			1,955,944			1,828,044		
	Waivers		1,163,401			1,132,962			1,179,589		
	Totals	\$ 5,775,220	3,856,750	67%	\$ 6,271,689	4,037,548	64%	\$ 5,915,330	4,135,324	70%	67%
Workforce Educ.	Bills		\$ 151,495			\$ 127,303			\$ 132,920		
	Payroll		461,049			399,634			462,055		
	Waivers		988,227			1,071,364			1,318,752		
	Totals	\$ 3,378,641	1,600,771	47%	\$ 2,761,446	1,598,301	58%	\$ 2,619,370	1,913,727	73%	67%
District Office	Bills		\$ 360,353			\$ 494,015			\$ 529,218		
	Payroll		836,425			922,190			1,165,349		
	Waivers		-			-			-		
	Totals	\$ 1,991,105	1,196,778	60%	\$ 2,334,026	1,416,205	61%	\$ 2,741,040	1,694,567	62%	67%
District Wide	Bills		\$ 2,558,727			\$ 2,556,107			\$ 2,195,553		
	Payroll		803,920			1,261,892			1,515,447		
	Waivers		152,775			52,259			274,798		
	Totals	\$ 7,148,722	3,515,422	49%	\$ 7,711,317	3,870,258	50%	\$ 7,083,719	3,985,798	56%	67%
<b>GRAND TOTALS</b>		<b>\$ 34,327,285</b>	<b>\$ 19,550,441</b>	<b>57%</b>	<b>\$ 35,081,124</b>	<b>\$ 21,076,389</b>	<b>60%</b>	<b>\$ 34,481,671</b>	<b>\$ 22,148,458</b>	<b>64%</b>	<b>67%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Revenues & Expenditures Report**  
**For the Period Ended February 29, 2024**

**Unaudited**

	<b>FY 2024</b>		<b>FY 2023</b>		<b>Increase (Decrease)</b>	
	<b>Amount</b>	<b>% of Total</b>	<b>Amount</b>	<b>% of Total</b>	<b>\$</b>	<b>%</b>
	Property Taxes	\$ 4,758,602	17.07%	\$ 4,326,822	17.64%	\$ 431,780
Replacement Taxes	648,506	2.33%	1,022,105	4.17%	(373,599)	-36.552%
ICCB Grants	9,717,923	34.87%	9,157,004	32.14%	560,919	6.126%
Tuition & Fees	12,188,032	43.73%	11,184,503	44.74%	1,003,529	8.972%
Charges for Services	107,852	0.39%	53,542	0.19%	54,310	101.434%
Interest	356,928	1.28%	190,858	0.68%	166,070	87.012%
Other Revenues	92,092	0.33%	124,672	0.44%	(32,580)	-26.133%
	<u>\$ 27,869,935</u>	<u>100.00%</u>	<u>\$ 26,059,506</u>	<u>100.00%</u>	<u>\$ 1,810,429</u>	<u>6.947%</u>

	<b>FY 2024</b>		<b>FY 2023</b>		<b>Increase (Decrease)</b>	
	<b>Amount</b>	<b>% of Total</b>	<b>Amount</b>	<b>% of Total</b>	<b>\$</b>	<b>%</b>
	Salaries	\$ 10,456,346	47.21%	\$ 10,175,391	47.13%	\$ 280,955
Employee Benefits	2,112,195	9.54%	1,829,376	8.78%	282,819	15.460%
Contractual Services	1,703,716	7.69%	1,543,272	7.43%	160,444	10.396%
Materials	1,304,265	5.89%	1,494,477	7.03%	(190,212)	-12.728%
Travel & Staff Development	168,389	0.76%	130,451	0.57%	37,938	29.082%
Fixed Charges	42,665	0.19%	26,555	0.13%	16,110	60.667%
Utilities	939,159	4.24%	871,824	3.96%	67,335	7.723%
Capital Outlay	284,765	1.29%	639,778	3.17%	(355,013)	-55.490%
Other	5,136,958	23.19%	4,365,265	21.79%	771,693	17.678%
	<u>\$ 22,148,458</u>	<u>100.00%</u>	<u>\$ 21,076,389</u>	<u>100.00%</u>	<u>\$ 1,072,069</u>	<u>5.087%</u>

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

	Funding Source	Estimated Budget										
Center for Technology - LTC	CDB	\$11,160,000										
Applied Technology Center - OCC	CDB	\$3,076,400										
Power Hub - WVC	CDB	\$300,000										
Parking Lot Resurfacing	CDB	\$918,392										
LTC - Crawford County Recreational Center	Local	\$4,779,011										
WVC - Main Hall Roof Replacement	PHS	\$253,800										
WVC - Science Building East Canopy	Local	\$58,041										
LTC - Athletic Facility	2023 Debt Certificates	\$2,400,300										
<b>GRAND TOTAL</b>		<b>\$22,945,944</b>	<b>Board Approval</b>	<b>Preliminary Design</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>	

2/29/2024

## MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Ryan Gower  
**DATE:** March 19, 2024  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the March Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.4, & 400.5 have been sent under separate confidential cover.

## **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Approval of Proposed Non-College Employment**
- 400.4. Resignation Ratification**
- 400.5. Retirement Ratification**

## PERSONNEL REPORT

### 400.1 Employment of Personnel

#### A. Professional, Non-Faculty, Non-Exempt

1. Abbygail Gangloff, College Admission Representative, LTC effective April 22, 2024

### 400.2 Change in Status

#### A. Classified, Non-Exempt

1. Heather Watts, Office Assistant to Administrative Assistant to the Dean, LTC effective March 25, 2024
2. Jackie Shamhart, Administrative Assistant to the Dean & President to Administrative Assistant to the President effective March 25, 2024

### 400.3 Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Academic Year</u>
Joe Brown	KTDA Trucking Mt. Erie, IL JB Express Transportation Cisne, IL	40

### 400.4 Resignation Ratification

- A. Alexis McGrail, TRIO Upward Bound Counselor effective March 29, 2024

### 400.5 Retirement Ratification

- A. Linda Horn, Allied Health Advisor, OCC effective July 1, 2024