

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

IECC Board of Trustees Meeting

Tuesday, February 18, 2025



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, February 18, 2025
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 | |
| A. Visitors and Guests | | |
| B. IECCEA Representative | | |
| 4. Public Comments | | |
| 5. Reports | | |
| A. Trustees | | |
| B. Chancellor | | |
| C. Presidents & Divisions | | |
| 6. Approval of Consent Agenda | Chancellor Gower | |
| A. Disposition of Minutes | | 5 |
| B. Reinstatement of Policy
100.31 Preventing Sexual
Misconduct | | 8 |

C.	Deletion of Policy 100.42 Prohibiting Sex Discrimination		11
D.	Policy 500.21 Student Military		12
E.	Policy 500.15 Residency Policy		14
F.	Purchase of WVC Scoreboard		16
7.	Action on Items Removed from Consent Agenda	Chancellor Gower	
8.	Policy First Reading (and Possible Approval)	Chancellor Gower	
9.	Policy Second Reading	Chancellor Gower	
10.	Staff Recommendations for Approval		
A.	eCampus Bookstore Agreement	Chancellor Gower	20
11.	Bid Committee Report	Chancellor Gower	
A.	None.		
12.	District Finance	Mr. Hawkins	
A.	Financial Report		33
B.	Approval of Financial Obligations		
13.	Executive Session	Chancellor Gower	

- A. 2(c)(1) Employment/Appointment Matters
 - B. 2(c)(2) Collective Negotiating Matters
 - C. 2(c)(12) Litigation
14. Approval of Executive Session Minutes Chancellor Gower
- A. Written Executive Session Minutes
 - B. Audio Executive Session Minutes
 - C. Semi-Annual Review of Executive Session Minutes 42
15. Approval of Personnel Report Mrs. McDowell 44
16. Litigation Chancellor Gower
- A. Authorization Related to Legal Proceedings 48
17. Other Items
18. Adjournment

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.

Susan Batchelor:	Present
John Brooks:	Present
Roger Browning:	Absent (present via TEAMS, non-voting)
Gary Carter:	Present
Brenda Culver:	Present
Jan Ridgely:	Present
Barbara Shimer:	Present
Jorri VanDyke (Student Trustee):	Present

Present: 6, Absent: 1.

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 – Steve Hnetkovsky, Nixie Hnetkovsky, Linda Monge, Jodi Peach, Lisa Rauch, Zoey Wiggins, & Dustin Wiggins.

3.B. IECCEA Representative – Nixie Hnetkovsky thanked administration and the Board for the recent negotiation meetings expressing that there have been good discussions and progress is being made.

4. Public Comments - None

5. Reports

5.A. Trustees – Student Trustee Jorri VanDyke gave an update on student advisory activities.

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

5.C. Presidents & Divisions – Reports were presented by the Presidents & Vice Chancellors of each division.

6. Approval of Consent Agenda

Motion to approve consent agenda as presented. This motion, made by Brenda Culver and seconded by Jan Ridgely, Carried.

Roger Browning: Absent, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

6.A. Disposition of Minutes Open meeting minutes as prepared for the regular & special meetings held on December 10, 2024 were presented for approval.

6.B. Policy 400.4 Holiday, Leave, and Benefit / Non-Bargaining Unit Employees – Changes were made to Policy 400.4, along with a related procedure, 200.8 Campus Closures and Interruptions to align with new legislation under the Public Community College Act (110 ILCS 805/3-29.26) regarding weather emergency closings and employee pay. **Document Registry 25-01-01**

6.C. Policy 500.14 Tuition Waivers – Revisions were made to Policy 500.14 outlining that all fees are waived for IECC courses required for employment and onboarding. **Document Registry 25-01-02**

6.D. SIU/IECC Motorcycle Agreement – The Board approved a continuation of the Facility Use agreement between IECC and SIU for the purpose of offering Motorcycle Safety instruction. **Document Registry 25-01-03**

6.E. Affiliation Agreements – Chancellor Gower recommended renewing standard clinical affiliation agreements with Gibson Co. Ambulance, Posey Co. EMS, and White Co. Ambulance. **Document Registry 25-01-04**

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. Non-Bargaining Unit Banded Salary Increase

Motion to accept a proposal for the non-bargaining unit banded salary range effective FY26 with the routine scheduled pay increases occurring in September 2025. **Document Registry 25-01-05**

This motion, made by Brenda Culver and seconded by Barbara Shimer, Carried.
Roger Browning: Absent, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

11. Bid Committee Report- None.

12. District Finance

Motion to approve payment of district obligations for January 2025 in the total amount of \$2,230,323.40. This motion, made by Jan Ridgely and seconded by Barbara Shimer, Carried.
Roger Browning: Absent, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

13. Executive Session - None

14. Approval of Executive Session Minutes - None

14.A. Written Executive Session Minutes - None

14.B. Audio Executive Session Minutes - None

14.C. Semi-Annual Review of Executive Session Minutes - Tabled

15. Approval of Personnel Report

400.1 Employment of Personnel

A. Professional, Non-Faculty, Non-Exempt

1. Ken Pryor, Technology Systems Specialist, DO effective January 27, 2025

B. Classified, Non-Exempt

1. Marty Smith, Maintenance/Groundskeeper, FCC effective January 27, 2025

400.2 Special Assignments (Attachment) – Special assignment retroactively approved for Kelly Payne who served as the Discipline Facilitator for several positions at FCC, LTC, and WVC.

Motion to approve the personnel report as presented. This motion, made by Susan Batchelor and seconded by Brenda Culver, Carried.

Roger Browning: Absent, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke: Yea
Yea: 6, Nay: 0, Absent: 1

16. Litigation - None

17. Other Items - None

18. Adjournment

Motion to adjourn at 7:05 p.m. This motion, made by John Brooks and seconded by Jorri VanDyke, Carried.

Roger Browning: Absent, Susan Batchelor: Yea, John Brooks: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea
Yea: 6, Nay: 0, Absent: 1

Approved: Chairman: _____

Secretary: _____

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower, Chancellor
DATE: February 18, 2025
RE: Prohibiting Sex Discrimination (100.42) DELETION and Preventing Sexual Misconduct (100.31) REINSTATEMENT

Following the recent federal court decision vacating the 2024 Title IX Rule and reinstating the 2020 Title IX Rule, Illinois Eastern Community Colleges (IECC) must ensure compliance with the current legal framework. This ruling requires the enforcement of the 2020 Title IX Rule, necessitating the reversal of actions taken by the Board of Trustees on September 17, 2024, regarding Policies 100.31 and 100.42. As a result, Policy 100.42 Prohibiting Sex Discrimination will be deleted, and Policy 100.31 Preventing Sexual Misconduct reinstated, effective retroactively, August 1, 2024.

The proposed changes to these policies have been reviewed and approved by the Strategic Engagement Planning Council.

Mr. Chairman, I respectfully request that the Board waive the second reading and approve the deletion of Policy 100.42 and reinstatement of Policy 100.31 as presented.

RG/mf

Attachments

Preventing Sexual Misconduct Policy (100.31)

Date Adopted: July 19, 2016

Revised: October 18, 2016

Revised: January 17, 2017

Revised and combined with Policies 100.17 & 100.29: July 18, 2017

Revised: December 12, 2017

Revised: August 18, 2020

Revised: February 16, 2021

Deleted by Board action September 17, 2024 - Replaced by Prohibiting Sex Discrimination (Policy 100.42)

Reinstated: TBD (Pending Board Approval) By Order of the U.S. Dept of Education Office for Civil Rights, the 2024 Title IX Rule has been invalidated and the 2020 Title IX Rule is in effect, retroactively August 1, 2024 (This action invalidates Prohibiting Sex Discrimination Policy and Procedure 100.42)

I. Policy Statement

Illinois Eastern Community College District #529 (IECC) is committed to maintaining a safe and healthy educational and employment environment that is free from discrimination, harassment, and other misconduct on the basis of sex, which includes sexual orientation and gender-related identity. IECC prohibits all forms of sex-based misconduct, including but not limited to sex discrimination, sexual harassment, sexual violence, domestic violence, dating violence, and stalking. IECC also prohibits discrimination and harassment on the basis of sex, sexual orientation, gender-related identity and expression, pregnancy, and parental status under its Nondiscrimination Policy (100.8).

It is the policy of IECC to comply with Title IX of the *Education Amendments of 1972* ("Title IX"), the *Violence Against Women Reauthorization Act* ("VAWA"), Title VII of the *Civil Rights Act of 1964* ("Title VII"), the *Illinois Human Rights Act*, the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* ("Clery Act"), the *Preventing Sexual Violence in Higher Education Act*, and all other applicable laws and local ordinances regarding unlawful sex-based discrimination, harassment or other misconduct.

Individuals found to have engaged in prohibited sex-based misconduct will be subject to disciplinary action, up to and including termination and/or expulsion.

II. Title IX Compliance

As required under Title IX, IECC does not discriminate on the basis of sex in the education program or activity that it operates. This requirement not to discriminate extends to admission and employment.

IECC has designated the Program Director of Grants and Compliance as the Title IX Coordinator, who is responsible for coordinating IECC's efforts to comply with its responsibilities under Title IX. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be directed to IECC's Title IX Coordinator, the Assistant Secretary for Civil Rights at the United States Department of Education, or both.

III. Retaliation Prohibited

Any form of retaliation, including intimidation, threats, harassment, and other adverse action taken or threatened against any complainant or person reporting sex discrimination, sexual harassment or other sex-based misconduct, or against any person cooperating in the investigation of allegations of sex-based misconduct (including testifying, assisting, or participating in any manner in an investigation), is strictly prohibited.

IV. Implementing Procedures

IECC will establish, maintain, and publish procedures implementing this Policy, which set forth:

- The scope and jurisdiction of the IECC's prohibition on sex-based misconduct;
- Definitions of prohibited conduct;
- Responsibilities of and contact information for the IECC's Title IX Coordinator(s) and the Department of Human Resources;
- Options for assistance following an incident of sex-based discrimination, harassment, or other misconduct;
- Procedures for reporting and confidentially disclosing alleged sex-based misconduct, including a mechanism for reporting and independent review of allegations against one elected official by another elected official;
- IECC's response to reports of alleged sex-based misconduct;
- IECC's grievance process for complaints alleging Title IX sexual harassment and/or alleging sexual violence, domestic violence, dating violence, or stalking;
- Prevention and education programming provided to students; and
- Training and education provided to the Title IX Coordinator, Title IX investigators, and anyone else involved in the receipt of reports of, responding to, investigating, or adjudicating alleged incidents of sexual discrimination, harassment or other misconduct, or involved in the referral or provision of services to survivors.

BOARD OF TRUSTEES - 100

Prohibiting Sex Discrimination (100.42)

Date Adopted: September 17, 2024 (Effective August 1, 2024; formerly Policy 100.31)

Deleted by Board Action TBD *By Order of the U.S. Dept of Education Office for Civil Rights, the 2024 Title IX Rule has been invalidated and the 2020 Title IX Rule is in effect, retroactively August 1, 2024 (This action invalidates Prohibiting Sex Discrimination Policy and Procedure 100.42; Ref. Preventing Sexual Misconduct Policy 100.31, which has been reinstated.)*

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 18, 2025
RE: Student Military Policy (500.21)

The Student Military Policy was modified slightly for clarity and to update the location of a related document.

The proposed revisions to policy have been reviewed and approved by the Strategic Engagement Planning Council.

Mr. Chairman, I respectfully request that the Board waive the second reading and approve Policy 500.21 as presented.

RG/mf

Attachment

Student Military Policy (500.21)

Date Adopted: October 16, 2001
Revised: October 18, 2005
Revised: December 8, 2015
Revised: June 20, 2017
Revised: February 20, 2018
Revised: November 19, 2019

Revised: February 27, 2024
Revised: February 18, 2025 (Pending Board Approval)

Illinois Eastern Community Colleges appreciates the service, sacrifices, and dedication of our service members and adheres to enrollment priorities and special accommodations pursuant to all state and federal laws.

Definitions

“Service Member” means a member of the Armed Forces or National Guard, including reserve components.

“Veteran” means a former service member who has received an honorable discharge, a general discharge, or an other than honorable discharge.

Priority Enrollment

Service members and veterans who are eligible to receive military educational benefits and reside in Illinois will be given the earliest possible enrollment opportunity. This applies to enrollment for all degree and certificate programs offered after the student’s eligibility to receive benefits has been verified. Students planning to use Tuition Assistance (TA) benefits will not be enrolled until the individual’s Service has approved TA.

Provisions When Called for Service

These provisions are applicable to enrolled students who are service members and receive orders from the Governor or President of the U.S. to perform a period of service (i.e., active duty, inactive duty training, or state service).

When a student is called to perform a period of service, IECC **will**:

- Allow a student to continue with the term and make up any missed work when feasible to do so.
- Refund (to the appropriate party) all tuition, fees, and other institutional charges paid for the academic term when the student withdraws or is unable to attend class for 7 or more days.
- Assign a grade of incomplete and allow student to complete any unfinished courses at a later date at no additional charge unless course credit has been given or the student received a full refund upon withdrawing.
- Indicate on the student’s record that a withdrawal is due to military service.

When a student is called to perform a period of service, IECC **will not**:

- Assign the student a failing grade due to withdrawal.
- Reduce the student’s grade point average.
- Characterize any student’s absence(s) as unexcused.
- Assess a financial penalty due to withdraw, leave of absence, or late enrollment.
- Impact re-enrollment options.
- **Bill the student for any unearned funds. Any IECC student who is Title IV eligible and withdraws due to being called for service, will not be required to repay an overpayment of grant funds based on the Return of Title IV Funds calculation. (IECC must will perform the Return of Title IV Funds calculations and/or Return of Unearned TA calculations and return the funds as that are required by the statute and regulations and will return funds to the appropriate federal agency as calculated.)**

Related Policies/Procedures

Ethical recruitment of military personnel is described in Ethical Recruitment and Admission of Students Policy 500.39.

Reduced tuition ~~The tuition waiver~~ for eligible veterans (and their families) **and active duty service members** is described in **Residency Procedure 500.15 Tuition Waivers Policy 500.14.**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 18, 2025
RE: Residency Policy (500.15)

This policy, based on its last revision date, was targeted for review per IECC's policy and procedure monitoring process. Additions include compliance with ICCB and the Illinois Public Community College Act for determining student residency, as well as a notation on procedures that provide further guidance.

The proposed revisions to policy have been reviewed and approved by the Strategic Engagement Planning Council.

Mr. Chairman, I respectfully request that the Board waive the second reading and approve Policy 500.15 as presented.

RG/mf

Attachment

STUDENT - 500

Residency Policy (500.15)

Date Adopted: June 18, 1991

Revised: April 18, 2017

Revised: February 18, 2025 (Pending Board Approval)

IECC complies with Illinois Community College Board's Administrative Rules and the Illinois Public Community College Act in the establishment of student residency for the purpose of enrollment reporting and tuition assessment.

Evidence of residency for each applicant to Illinois Eastern Community Colleges ~~should~~ shall be provided ~~to the college~~ before or at the time of registration, but no later than the first day of classes. Evidence of residency is the responsibility of the student. ~~Procedures have been developed describing the various residency classifications which include qualifications, special provisions, and required documentation to serve as proof of residency.~~

MEMORANDUM

TO: Board of Trustees

DATE: February 18, 2025

FROM: Ryan Gower

RE: Purchase of Wabash Valley Scoreboard Utilizing Cooperative Purchasing

The District participates as a member in cooperative purchasing consortiums that operate as cooperative purchasing agents for units of local government. The cooperatives assist in analyzing procurement, preparing and developing requests for proposals, and awarding contracts for goods and services in procurement categories based on this process. The solicitation process is a competitive process as required by 30 ILCS 525/2 – Joint Purchasing Authority.

As part of the construction of a new athletic facility at Wabash Valley College the softball scoreboard had to be removed to make way for the facility. The project anticipated replacement of the scoreboard with a more modern design and updated lighting system. The scoreboard will also be updated to recognize the IECC Board's approval of naming of the field as the Paul Schnarre field on March 21, 2006.

I ask the Board's approval of the approved quote under Sourcewell contract 030223-NVC for \$27,352.45.

RG/akb

Attachment



Thank you for giving Nevco Sports, LLC the opportunity to provide a formal quote for your scoring and display project. Since 1934 we have been helping customer Light Up The Game with our high quality [Scoreboards](#), [Video Displays](#), [Swimming Solutions](#), [LED Scorers Tables](#) and [Message Centers](#). We certainly understand that you have many choices for scoring and display products and we would be honored to be selected as your partner for this exciting project.

The provided quote outlines your product selections. Please look it over carefully and work with your Nevco Scoring and Display Consultant to review and answer any questions.

Please note that Nevco is the manufacturer/supplier of your scoring equipment order and is not an installation provider. Your Nevco scoring consultant may guide you in securing a third-party installation firm to assist in the installation of your order.

We look forward to partnering with you on this very exciting opportunity!

Placing Order:

When you are ready to place your order, contact your Nevco Scoring and Display Consultant to walk you through the order entry process. Nevco will need the following information:

- Finalized equipment decision, including colors and digit selection
- Signed Print Ready Proof
- Delivery location/address
- Sales Tax Exempt (if Applicable)
- Signed Purchase Order, Full or Partial Payment (As Directed by Nevco Accounting)
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view [Nevco Graphics File Standards](#) and submit with your order documents.

Additional Information:

Our website www.nevco.com is a great resource and offers helpful information. Learn more about what our customers are talking about by visiting the following:

• **Is your sound system leaving your fans a little underwhelmed?**

Check out our full line-up of [Indoor and Outdoor Sound Systems](#).

• **Wishing you could check off more items on your list of needs?**

See how [Nevco Sports Marketing](#) could add revenue to your budget.

• **Curious what other schools have installed?**

Look through our [Nevco Photo Gallery](#) for ideas and inspiration to enhance your facility.

• **Interested in leasing options?**

See how [Nevco Leasing](#) solutions help you get the products you need faster than traditional fundraising.

• **Looking to add a Fully Automated Timing (FAT) System to Your Track and Field Venue?**

Find the perfect (FAT) package for your facility from [FinishLynx](#) (a Nevco-owned company).

301 East Harris Avenue Greenville, IL 62246



Account Name	Wabash Valley Community College	Created Date	2/3/2025
Quote Number	00159001	Expiration Date	3/11/2025
Contact Name	Luke Scheidecker	Prepared By	Heather Giacoletto
Title	Athletic Director/ Womens Basketball	Title	Display and Scoring Consultant
Phone	618-263-5021	Phone	(618) 660-7872
Fax	618-262-8841	Fax	(618) 664-0398
Email Address	scheidecker@iecc.edu	Email Address	hgiacoletto@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D
1.00	1608-ETN-W	Baseball/Softball LED Scoreboard with All-White Digits	18'x6'x8"
1.00	4x4 Truss Logo	Logo for Decorative Truss	4'x4'
1.00	850-0003	Aluminum Decorative Truss Arch 4' Tall x 18' Wide	18'x4'
1.00	ADO 18-2	Non-illuminated Outdoor Sign	18'x2'
1.00	ADO 18-3	Non-illuminated Outdoor Sign	18'x3'
1.00	MPCW Case	MPC/ MPCW Control Carrying Case	1.7'x1.1'x8"
1.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)	0.9'x0.8'x4"
1.00	MPCW-7 Outdoor Rec	Receiver MPCW-7 (Wireless) for outdoor scoreboards	

Ttl Shipping Wt (lbs)	1,655	Total	USD 27,352.45
County	Wabash		

Additional Notes

- Price delivered, not installed.

5 year warranty
12 week production

Sourcewell

Nevco is proud to be a Sourcewell partner. By using Nevco's Sourcewell contract pricing you can have confidence the competitive bid process is satisfied, saving you time and money. We have been rigorously vetted and approved to be Sourcewell's scoreboard, video display, and scoring solution provider throughout the United States and Canada.

To complete an order under this competitive contract, ensure your Sourcewell membership number is prominently listed on your purchase order or letter of intent when placing an order.

Bill To Name	Wabash Valley Community College	Ship To Name	Wabash Valley Community College
Bill To	2200 College Dr	Ship To	2200 College Dr
	Mount Carmel, IL 62863-2657		Mount Carmel, IL 62863-2657
	USA		USA

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order	Nevco Sports, LLC	Remit To Address	Nevco Sports, LLC
Address	301 East Harris Ave		P.O. Box 74758
	Greenville, IL 62246-2151		Chicago, IL 60694-4758
			800.851.4040 / 618.664.0360

Leasing Program

If your purchase exceeds \$10,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your NEVCO scoring and display solution over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$10,000 in total equipment cost = \$2,400 per year
 \$25,000 in total equipment cost = \$6,000 per year
 \$50,000 in total equipment cost = \$12,000per year
 \$100,000 in total equipment cost = \$24,000 per year
 \$250,000 in total equipment cost = \$60,000 per year

**Payments based on 5 year/annual payment in advance structure. Leasing is subject to credit approval and agreed upon documentation with Nevco's lending partner. Contact your Nevco scoring and display consultant for additional options and details.

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower, Chancellor
DATE: February 18, 2025
RE: Approval of Bookstore Agreement with eCampus

I am requesting Board approval to enter a three-year agreement with eCampus as the exclusive provider of textbooks and course materials for IECC. This recommendation follows an extensive review process led by the Business Operations Division, aimed at addressing persistent financial losses in our campus bookstores while improving student access to affordable course materials.

IECC bookstores have operated at a loss for several years, straining auxiliary budgets. A 2024 committee of administrators, bookstore managers, and business officers evaluated alternative models, prioritizing affordability, financial sustainability, efficiency, and maintaining an on-campus bookstore presence.

Five vendors were considered, with three finalists—Barnes & Noble College, Follett, and eCampus—undergoing additional review. IT staff found eCampus best aligned with IECC systems, and the committee unanimously selected them based on key advantages, including:

- Elimination of financial risk – eCampus assumes responsibility for inventory and sales.
- Revenue generation – IECC receives a 6% commission on book sales. Sales should increase as e-Campus prices are competitive with vendors like Amazon and Chegg.
- Student benefits – 1-day shipping, buyback guarantees, and integration with Financial Aid.
- On-campus presence – Kiosks at each campus maintain bookstore accessibility.

Pending Board approval, implementation will begin immediately to launch the new model by Summer 2025. This transition will involve faculty, IT, financial aid, and bookstore staff to ensure a smooth rollout.

Mr. Chairman, I ask for Board approval to enter into a three-year agreement with eCampus to provide textbooks for Illinois Eastern Community College students.

RG/sc

AGREEMENT

This Agreement is made as of _____ (the “Effective Date”), by and between **Illinois Eastern Community Colleges**, with its principal office located at 233 East Chestnut Street, Olney, IL 62450 (“Illinois Eastern Community Colleges”), and **A Book Company, LLC d/b/a eCampus.com**, with its principal office located at 2373 Palumbo Drive, Lexington, KY 40509 (“eCampus.com”).

WITNESSETH

Whereas, eCampus.com owns and maintains a website offering products for sale online; and

Whereas, Illinois Eastern Community Colleges wishes to retain the services of an experienced online merchant to handle and process online orders of course materials to Illinois Eastern Community Colleges students and staff;

Now, therefore, in consideration of the promises and agreements set forth herein, the parties do promise and agree as follows:

I. eCampus.com Services.

- A. During the Term of this Agreement, eCampus.com shall be the exclusive provider of course materials, including, but not limited to, textbooks, digital content, inclusive access, equitable access, OER, access cards, and required non-textbook educational materials to Illinois Eastern Community Colleges.
- B. eCampus.com shall build a storefront on the eCampus.com website that will allow Illinois Eastern Community Colleges students to purchase course materials (the “Illinois Eastern Community Colleges Online Bookstore”). The Illinois Eastern Community Colleges Online Bookstore shall include webpages with Secure Socket Layer (“SSL”) protection allowing online consumers to purchase Illinois Eastern Community Colleges’ course materials. Illinois Eastern Community Colleges shall provide eCampus.com with the relevant information and content for the Illinois Eastern Community Colleges Online Bookstore.
- C. eCampus.com shall provide online access to shipping information and other data regarding the ecommerce transactions executed through the Illinois Eastern Community Colleges Online Bookstore.
- D. eCampus.com shall provide customer support services and technical support services.
- E. eCampus.com shall provide an account management team to work as the primary contact between Illinois Eastern Community Colleges and eCampus.com.
- F. eCampus.com shall accept orders from customers online as well as by telephone or email. eCampus.com will accept payment made by credit card, debit card,

Venmo, PayPal, PayPal credit or financial aid, including all scholarships, grants, and VA loans.

- G. eCampus.com will provide Illinois Eastern Community Colleges students with the option to ship orders to their home or ship orders to the Frontier Community, Lincoln Trail, Olney Central and Wabash Valley bookstores. To assist Illinois Eastern Community Colleges in the handling and management of packages shipped to the Frontier Community, Lincoln Trail, Olney Central and Wabash Valley bookstores, eCampus.com will provide each bookstore with training and access to the eCampus.com Ship2Store Software.
- H. eCampus.com will pay Illinois Eastern Community Colleges the remuneration as provided in Remuneration section below.

II. Illinois Eastern Community Colleges' Obligations

- A. Illinois Eastern Community Colleges shall not retain the services of any third party, including but not limited to any publishers or manufacturers of course material, to provide Illinois Eastern Community Colleges students with course materials unless explicit, written approval is provided by eCampus.com.
- B. Illinois Eastern Community Colleges agrees to provide online links to the Illinois Eastern Community Colleges Online Bookstore on the website home page and within Illinois Eastern Community Colleges' student information system.
- C. Illinois Eastern Community Colleges shall assist eCampus.com in the design and construction by supplying product information as well as text and graphic content to be displayed on the Illinois Eastern Community Colleges' Online Bookstore. Illinois Eastern Community Colleges shall provide any required approvals for the text and graphic content thereof. eCampus.com shall be responsible for the creation and maintenance of the webpages constituting Illinois Eastern Community Colleges' Online Bookstore.
- D. Illinois Eastern Community Colleges agrees to designate a contact person(s) within Illinois Eastern Community Colleges to communicate with eCampus.com. A clear and well-defined line of communication is essential in obtaining all materials required.
- E. Illinois Eastern Community Colleges shall be responsible for providing eCampus.com with complete and current course material adoption data. Adoption data due dates will be based on Illinois Eastern Community Colleges' course registration dates, and eCampus.com will work with Illinois Eastern Community Colleges to be in compliance with the Higher Education Opportunity Act. Adoption data due dates may vary and will be defined in advance by the Online Bookstore management team. eCampus.com cannot be held responsible for any item not listed on the Illinois Eastern Community Colleges Online Bookstore that was not submitted to eCampus.com during the course material adoption process. Faculty shall not add hyperlinks or information to publishers or alternative course

material providers on their course page within the Online Bookstore. Illinois Eastern Community Colleges agrees to allow eCampus.com to be the sole source of course material adoption information.

- F. Illinois Eastern Community Colleges shall market the Illinois Eastern Community Colleges Online Bookstore to students at orientation and campus events in conjunction with eCampus.com via emails, flyers and other digital.
- G. eCampus.com can purchase all salable and rentable textbooks in the campus physical bookstore, including new textbooks, used textbooks, trade, reference and technical books. In order for eCampus.com to provide a textbook liquidation quote, Illinois Eastern Community Colleges must provide eCampus.com with both a completed eCampus.com adoption list template and a completed eCampus.com textbook liquidation template no later than 60 days from the first term start date. Illinois Eastern Community Colleges must approve the price quote on the liquidation textbooks no later than 45 days from the first term start date. eCampus.com must receive the liquidation shipment no later than 30 days from the term start date otherwise it will be repriced. eCampus.com shall pay Illinois Eastern Community Colleges for the purchased inventory within 30 days of the first academic term start date.
- H. Illinois Eastern Community Colleges shall use student vouchers to accommodate payment for course materials from students receiving financial aid. Once full credit approval is obtained, eCampus.com will provide specified students purchasing credit up to the specified amount and until the specified expiration date. eCampus.com will invoice Illinois Eastern Community Colleges for the actual financial aid used. All financial aid invoices shall be payable within 30 days. Any amounts not paid when due, and after a 15 day grace period, shall accrue interest one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less. eCampus.com may, at its sole discretion, suspend the fulfillment of any student orders paid for with student credit in the event that past due amounts owed to eCampus.com by Illinois Eastern Community Colleges become significant.
- I. As part of the course materials adoption process, Illinois Eastern Community Colleges' faculty and staff may adopt course materials that are custom-printed or custom-created (collectively referred to as "Non-Returnable Course Materials"). In the event that Non-Returnable Course Materials are not readopted for a 12-month period, or if Illinois Eastern Community Colleges cancels the use of such course materials, Illinois Eastern Community Colleges agrees to purchase any such materials that eCampus.com holds in its inventory at eCampus.com's cost. Non-Returnable Course Materials purchases may be settled by deducting from commissions owed to Illinois Eastern Community Colleges to the extent that such commissions owed to Illinois Eastern Community Colleges are sufficient to cover the purchase price.

- J. eCampus.com will act as Illinois Eastern Community Colleges' partner in various student and faculty communications through a variety of campaigns. To facilitate the effectiveness of these campaigns, Illinois Eastern Community Colleges will provide eCampus.com with all enrolled student and faculty email lists twice a year.

III. eCampus.com's Obligations

- A. eCampus.com shall build and design the Illinois Eastern Community Colleges Online Bookstore.
- B. eCampus.com shall provide shipping services for all physical course materials sold or rented through the Illinois Eastern Community Colleges Online Bookstore. Online customers may choose from USPS, UPS ground, UPS next day air, UPS 2nd day air, UPS ground, or an equivalent service.
- C. Returns of course materials sold or rented through the Illinois Eastern Community Colleges Online Bookstore will be accepted by eCampus.com up to fifteen (15) days after the course start date for a semester course. For courses which operate on a shorter time period, the returnable time span will be determined based on the length of the course. Digital course materials have limited returns based on the individual publisher return privileges.
- D. eCampus.com will publish course material adoption information prior to course registration (i.e. ISBN, Book Edition, etc.) on the Illinois Eastern Community Colleges Online Bookstore to ensure compliance with the Higher Education Opportunity Act for Illinois Eastern Community Colleges.
- E. eCampus.com will buy back course materials and accept rental returns from Illinois Eastern Community Colleges students and staff. Buybacks and rental returns may be conducted in two (2) methods:
 - 1. Online book buybacks and rental returns. Illinois Eastern Community Colleges students and staff may sell books back and return rentals to eCampus.com on the Illinois Eastern Community Colleges Online Bookstore, with eCampus.com paying the cost of postage thereof.
 - 2. On-site book buybacks and rental returns. The Frontier Community, Lincoln Trail, Olney Central and Wabash Valley bookstores may provide on-site buyback and rental return service utilizing eCampus.com software. eCampus.com agrees to train bookstore personnel on all software and processes.
- F. eCampus.com will provide a course material adoption submittal process for Illinois Eastern Community Colleges administration. As part of this process, eCampus.com will:

1. Make sure the materials selected are accurately listed on the Illinois Eastern Community Colleges Online Bookstore.
 2. Alert the administration to any changes in the status of the books they selected; i.e. out of print, out of stock, substituted to a new edition, etc.
 3. Work with the faculty and the publishers to ensure timely and accurate delivery of the correct materials.
- G. eCampus.com will provide Illinois Eastern Community Colleges a URL address to place on the Illinois Eastern Community Colleges website and within the student information system to the Illinois Eastern Community Colleges Online Bookstore. eCampus.com will host course material adoption information in compliance with the Higher Education Opportunity Act.
- H. eCampus.com will provide all system integrations for Illinois Eastern Community Colleges as part of the initial onboarding process. If Illinois Eastern Community Colleges moves to a new system provider or additional integrations are requested, new enhancements will be billed at eCampus.com's IT cost.
- I. eCampus.com will create and design marketing emails and flyers for the Frontier Community, Lincoln Trail, Olney Central and Wabash Valley campuses to be dispersed by Illinois Eastern Community Colleges to students, faculty and alumni to promote the Illinois Eastern Community Colleges Online Bookstore. eCampus.com shall obtain any required approvals for the text and graphic content of all marketing materials.
- J. eCampus.com will provide \$4,000 annually in course material scholarships, \$1,000 for each of the Frontier Community, Lincoln Trail, Olney Central and Wabash Valley campuses. All course material scholarships are provided as in-store credit per fall and spring semester and are to be awarded at Illinois Eastern Community Colleges' discretion. Credit will be allocated to individual students and unused credit will expire at conclusion of semester when loaded and has no cash value.
- K. eCampus.com will provide Illinois Eastern Community Colleges with four (4) branded iPad kiosks, valued at \$10,000, to be placed on the Frontier Community, Lincoln Trail, Olney Central and Wabash Valley campuses. The iPad kiosks are the property of eCampus.com. eCampus.com will be responsible for repairs due to maintenance issues of the iPad kiosks. Upon the completion of the partnership eCampus.com will pay to have the iPad kiosks returned to eCampus.com.
- L. eCampus.com offers a Price Match Guarantee and will price match competitor websites and local brick-and-mortar competitors. To be eligible for price match, the item must meet certain criteria and exclusions may apply. Upon validation, eCampus.com will refund the student the difference in price paid and competitor price offered in the form of in-store credit to be used on Illinois Eastern Community Colleges' Online Bookstore.

- M. eCampus.com will offer guaranteed buybacks with the following policies: At the beginning of each semester, eCampus.com will establish a guaranteed buyback price for selected titles. The price will be no less than 50% of the used selling price and will be displayed at the time of purchase. The guaranteed buyback price will be offered from one week prior until two weeks after the end of the semester to those students who purchased through the online course materials store.
- N. eCampus.com will provide Illinois Eastern Community Colleges with a Student Ambassador Program. Student Ambassadors are part of a select group of campus-based advocates who help their classmates and campus communities by collaborating with eCampus.com to drive brand awareness.
- O. eCampus.com will provide the following shipping promotions on the Illinois Eastern Community Colleges Online Bookstore (all shipping promotions exclude Marketplace orders):
 - 1. Free expedited shipping on all orders shipped from eCampus.com directly to the Frontier Community, Lincoln Trail, Olney Central and Wabash Valley bookstores.
 - 2. Free standard shipping on all orders over \$59.00 shipped from eCampus.com for residential shipments.

In the event that the Frontier Community, Lincoln Trail, Olney Central and Wabash Valley bookstores are closed and/or unable to distribute student packages, eCampus.com reserves the right to modify shipping promotions to standard eCampus.com direct rates.

- P. eCampus.com will provide an incentive of \$1.00 per package for every eCampus.com order delivered to and handled at Frontier Community, Lincoln Trail, Olney Central and Wabash Valley bookstores and handled by bookstore personnel.
- Q. eCampus.com will provide an incentive of \$1.00 per rental book returned to the Frontier Community, Lincoln Trail, Olney Central and Wabash Valley bookstores and handled by bookstore personnel.

IV. **Remuneration**

- 1. eCampus.com will pay Illinois Eastern Community Colleges six percent (6%) of Course Material Gross Product Sales collected revenue. Course Material Gross Product Sales are defined as: (a) eCampus.com owned physical course materials, gross product sales less any customer returns, non-returned rentals, sales tax, collected shipping revenue, order cancellations, and (b) for marketplace, digital products, or Inclusive Access products, net revenue earned by the eCampus.com on such marketplace, digital products, or Inclusive Access products less any customer returns, non-returned rentals, any third party billing, sales tax,

collected shipping revenue, and order cancellations. All course material adoptions added or changed within two weeks of the course start date are excluded from the calculation of gross sales and not eligible for commission.

2. Ten percent (10%) of book buybacks both online OR twenty percent (20%) if onsite book buyback is self-run by bookstore personnel,
3. Commissions will be paid semi-annually based on two six (6) month periods. Period 1: January thru June will be paid on or before September 1. Period 2: July thru December will be paid on or before March 1. eCampus.com may withhold the paying of commissions if the school is more than 30 days delinquent in the paying of approved financial aid invoices to eCampus.com.

Confidential Information

- A. Each party agrees that it will not disclose any information labeled as “Confidential Information” to any third party during the term of this Agreement, and for three (3) years after the termination or cancellation of this Agreement. Each party will use labeled Confidential Information only in pursuit of its duties under this Agreement for the term of this Agreement. Each party shall take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees.
- B. Each party shall return all Confidential Information, including any and all copies of such Confidential Information, upon the termination or cancellation of this Agreement, or upon any written request from the other party.
- C. “Confidential Information” includes any and all technical data, trade secrets, student, staff or customer information, or other information disclosed under this Agreement and labeled as “Confidential.” Confidential Information shall not include information which is known to the receiving party at the time of disclosure, publicly known information, information independently developed by the nondisclosing party, or information approved for release upon a prior written consent of the disclosing party.

V. Copyrights, Trademarks and other Intellectual Property

- A. Each party hereby grants to the other party, for the term of this Agreement, a non-exclusive and non-transferable license to use that party’s trademarks, copyrighted material and other intellectual property for purposes of building, operating, or maintaining the Illinois Eastern Community Colleges Online Bookstore or the Illinois Eastern Community Colleges website. Each party agrees not to engage in any conduct that would diminish the value of any such trademarks, copyrighted material or other intellectual property of the other party. Each party agrees not to use any trademarks, copyrighted material or other intellectual property in an unauthorized manner without prior written consent of the other party.

- B. The parties acknowledge that the use of the other party's trademarks, copyrighted material or other intellectual property does not convey ownership of, nor does it assign such property. The trademarks, copyrighted material and other intellectual property shall remain the sole and exclusive property of the party to which it rightfully belongs.
- VI. **Inspection of data and sales records.** Illinois Eastern Community Colleges may, after giving notice to eCampus.com, inspect the sales records of the Illinois Eastern Community Colleges Online Bookstore. eCampus.com agrees to provide Illinois Eastern Community Colleges with usage reports of the Illinois Eastern Community Colleges Online Bookstore on a quarterly basis.
- VII. **Term.** This Agreement shall become effective on the Effective Date and shall extend for a term of three (3) years (the "Initial Term") unless terminated sooner by either party pursuant to Section XI, below. This Agreement shall renew annually for an additional one-year term ("Renewal Term") at the end of the Initial Term and each Renewal Term unless specified by either party through written notice no less than ninety (90) days prior to the end date of the Initial Term or Renewal Term, as applicable.
- VIII. **Indemnifications.** Each party agrees to indemnify, defend and hold harmless the other party and its officers, directors, agents and employees, against all costs, losses and litigation expenses incurred through claims of third parties against such party based on the operation of the Illinois Eastern Community Colleges website or the Illinois Eastern Community Colleges Online Bookstore, or of any breach of any representation and warranty made in this Agreement.
- IX. **Disclaimer of Warranty.** THE PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR A PARTICULAR PURPOSE OR SYSTEM INTEGRATION. THE PARTIES MAKE NO WARRANTY AGAINST INFRINGEMENT, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR THE INFRINGEMENT OF ANY PROPRIETARY RIGHTS OF ANOTHER.
- X. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE, LOSS OF DATA, OR DELAY IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
- XI. **Termination/cancellation.**

- A. This Agreement may be terminated or cancelled by either party after a period of sixty (60) days if the other party:
 - 1. Is in default of or has breached any provision of this Agreement and such default or breach has not been cured within thirty (30) days of written notice thereof given to the other party; or
 - 2. Engages in any illegal or deceptive business practices.
- B. In the event of termination/cancellation of this Agreement, eCampus.com may:
 - 1. Declare all amounts owed eCampus.com to be immediately due and payable;
 - 2. Remove all online links to the Illinois Eastern Community Colleges Online Bookstore from its site, deleting all such links; and
 - 3. Cease performance of all other obligations without liability to eCampus.com.
- C. In the event of early termination, cancellation, or non-renewal of this Agreement by Illinois Eastern Community Colleges, Illinois Eastern Community Colleges will purchase all custom-created class materials or any other non-returnable inventory, including salable branded apparel and merchandise at eCampus.com's cost.
- D. The foregoing rights and remedies of the parties shall be cumulative and in addition to all other rights and remedies available in law and in equity.

XII. **General.**

- A. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, excluding its conflict of laws provision. The parties consent to the exclusive jurisdiction of the courts of the state of Illinois and the federal courts situated therein in connection with any action arising from or in connection with this Agreement. If any provision of this Agreement is held to be void or contrary to law, such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect.
- B. **No Assignment.** Neither party may assign this Agreement, or the rights and obligations hereunder, to any third party without the prior express written approval of the other party.
- C. **Waiver.** No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

- D. **Attorneys Fees and Expenses.** In any action at law or equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation shall pay the successful party all costs, expenses and reasonable attorneys' fees incurred therein by such party. In addition to other remedies provided by law or this Agreement, the parties shall have the right during the term, as the same may be extended, of this Agreement (for the three (3) years thereafter) to obtain from a court of competent jurisdiction injunctive relief against the breach of this Agreement by the other party.
- E. **Third Party Billing.** Illinois Eastern Community Colleges acknowledges that eCampus.com may, as part of the services being provided under this Agreement, allow orders to be paid for on credit that will be billed to third parties such as the Veteran's Administration ("Third-Party Credit"). Such Third-Party Credit will only be made available at the request of, or with the express permission of, Illinois Eastern Community Colleges. eCampus.com agrees to present invoices for Third-Party Credit directly to the third-party as directed by Illinois Eastern Community Colleges, and eCampus.com will make customary and commercially reasonable efforts to collect amounts due from Third-Party Credit from the third party. Should amounts due from Third-Party Credit become significantly past due, eCampus.com will notify Illinois Eastern Community Colleges and request assistance with the collection of such past due amounts from the third-party. In the event that any amounts due from Third-Party Credit become more than 120 days past due, Illinois Eastern Community Colleges agrees to pay eCampus.com such amounts due and assume the responsibility of collecting the past due amount from the third-party.
- F. **Carveouts for Affiliate or Purchaser of Assets.** Except as provided in this Section, this Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be assigned or transferred, by either party without the express written consent of the other party; provided, however, that either party may, without such consent, assign the agreement and its rights and obligations hereunder to its Affiliate or to a purchaser of all or substantially all of the assets of such party. Any purported assignment in violation of this section shall be void and of no effect. Any permitted assignee shall assume all assigned obligations of its assignor under the Agreement.
- G. **Severability.** If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.
- H. **Force Majeure.** Neither party will be liable to the other, or will be considered to be in breach of this Agreement, on account of any delay or failure to perform as a result of any acts of God, acts of any political entity, or natural disasters, or any other causes or conditions that are beyond such party's reasonable control. Should any such event occur, the affected party will give prompt written notice to the

other party and will use commercially reasonable efforts to minimize the impact of the event.

- I. **Not joint venture or partnership.** This Agreement shall not be construed to be a joint venture or a partnership between the parties. Each party shall be solely responsible for and shall hold the other harmless for any and all claims for taxes, fees, costs, and workmen's compensation.
- J. **Notice.** Any notice required to be given under this Agreement shall be in writing and shall be deemed given if sent by registered or certified mail addressed to the parties as follows:

eCampus.com
2373 Palumbo Drive
Lexington, KY 40509

Illinois Eastern Community Colleges
233 East Chestnut Street
Olney, IL 62450

- K. **Complete Agreement.** This Agreement constitutes the complete and exclusive Agreement between the parties regarding the subject matter hereof, and any and all previous representations, discussions and writings are merged and superseded by this Agreement. This Agreement may be modified only by a written consent signed by all the parties hereto.

In witness whereof, the Parties hereto, intending to be legally bound hereby, have each caused their duly authorized representatives to execute this Agreement the day indicated, but effective as of the above date.

Illinois Eastern Community Colleges

a Book Company, LLC

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
January 31, 2025**

FUND	BALANCE
Educational	\$ 8,805,516.25
Operations & Maintenance	1,280,475.87
Operations & Maintenance (Restricted)	2,571,246.42
Bond & Interest	289,192.93
Auxiliary	355,111.84
Restricted Purposes	(26,070.46)
Working Cash	731,204.83
Trust & Agency	564,013.89
Audit	(3,962.57)
Liability, Protection & Settlement	538,469.81
TOTAL ALL FUNDS	<u>\$ 15,105,198.81</u>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
January 31, 2025

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 8,831,816	\$ 1,280,476	\$ 2,571,246	\$ 289,193	\$ 375,612	\$ (26,070)
Investments	8,844,778	2,781,394	6,601,703	-	3,432,591	-
Accounts Receivable	1,870,420	177,662	-	-	440,382	-
Other Receivables	691,375	8,639	42,586	-	4,023	70,205
Restricted Cash	-	-	4,614,304	-	-	-
Inventory	-	-	-	-	625,408	-
Other Assets	143,769	-	-	-	-	479,659
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 20,382,158</u>	<u>\$ 4,248,171</u>	<u>\$ 13,829,839</u>	<u>\$ 289,193</u>	<u>\$ 4,878,016</u>	<u>\$ 523,794</u>
LIABILITIES						
Accounts Payable	\$ 9,686	\$ 11,527	\$ -	\$ -	\$ 9,912	\$ 1,596
Accrued Payroll Liabilities	274,177	-	-	-	-	-
Other Accrued Liabilities	61,289	-	25,664	-	52,671	(117,671)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>345,152</u>	<u>11,527</u>	<u>25,664</u>	<u>-</u>	<u>62,583</u>	<u>(116,075)</u>
FUND BALANCES						
Non-Spendable	-	-	-	-	625,408	-
Restricted						
Board Designated	11,325,108	1,411,544	-	-	-	-
Other Purposes	-	2,232,905	10,778,849	289,193	-	-
Encumbered	7,587,701	592,195	3,025,326	-	1,345,320	645,746
Unassigned	1,124,197	-	-	-	2,844,705	(5,877)
Total Fund Balances	<u>20,037,006</u>	<u>4,236,644</u>	<u>13,804,175</u>	<u>289,193</u>	<u>4,815,433</u>	<u>639,869</u>
Total Liabilities and Fund Balances	<u>\$ 20,382,158</u>	<u>\$ 4,248,171</u>	<u>\$ 13,829,839</u>	<u>\$ 289,193</u>	<u>\$ 4,878,016</u>	<u>\$ 523,794</u>

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
December 31, 2024

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 731,205	\$ 564,014	\$ (3,963)	\$ 538,470	\$ 15,151,999
Investments	5,569,379	-	-	-	27,229,845
Accounts Receivable	-	-	-	-	2,488,464
Other Receivables	69,619	77,367	-	-	963,814
Restricted Cash	-	-	-	-	4,614,304
Inventory	-	-	-	-	625,408
Other Assets	-	-	-	-	623,428
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,370,203</u>	<u>\$ 641,381</u>	<u>\$ (3,963)</u>	<u>\$ 538,470</u>	<u>\$ 51,697,262</u>
LIABILITIES					
Accounts Payable	\$ -	\$ 1,431	\$ -	\$ -	\$ 34,152
Accrued Payroll Liabilities	-	-	-	-	274,177
Other Accrued Liabilities	-	126	-	836	22,915
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>1,557</u>	<u>-</u>	<u>836</u>	<u>331,244</u>
FUND BALANCES					
Non-Spendable	6,315,000	-	-	-	6,940,408
Restricted					
Board Designated	-	-	-	-	12,736,652
Other Purposes	55,203	626,082	-	531,731	14,513,963
Encumbered	-	13,742	-	5,903	13,215,933
Unassigned	-	-	(3,963)	-	3,959,062
Total Fund Balances	<u>6,370,203</u>	<u>639,824</u>	<u>(3,963)</u>	<u>537,634</u>	<u>51,366,018</u>
Total Liabilities and Fund Balances	<u>\$ 6,370,203</u>	<u>\$ 641,381</u>	<u>\$ (3,963)</u>	<u>\$ 538,470</u>	<u>\$ 51,697,262</u>

Illinois Eastern Community Colleges
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
For the Period Ended January 31, 2025

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES						
Property Taxes	\$ 3,986,769	\$ 1,480,801	\$ 176,340	\$ 1,494,387	\$ -	\$ -
Replacement Taxes	-	420,831	-	-	-	-
ICCB Grants	8,513,297	-	-	-	-	524,435
Federal Grants	-	-	-	-	-	4,619,171
Tuition & Fees	11,035,480	865,840	-	-	174,541	-
Charges for Services	27,703	62,295	-	-	1,901,536	-
Interest	283,357	30,856	171,760	13,362	59,526	10,901
Other Revenues	76,215	295,030	34,002	-	126,574	182,897
Total Revenues	<u>23,922,821</u>	<u>3,155,653</u>	<u>382,102</u>	<u>1,507,749</u>	<u>2,262,177</u>	<u>5,337,404</u>
EXPENDITURES						
Payroll	8,697,845	742,693	-	-	1,289,424	1,051,758
Benefits	1,627,742	180,796	-	-	159,178	235,476
Contractual Services	1,100,379	338,284	138,455	-	248,059	346,557
Supplies	1,015,768	168,300	5,178	-	1,140,788	127,564
Travel	106,724	112	-	-	216,548	43,877
Fixed	41,447	36	-	1,575,724	159,441	306
Utilities	31,078	771,911	-	-	-	-
Capital Outlay	131,395	194,408	1,837,805	-	35,714	673,547
Other	105,839	580	-	-	58,641	737,412
Scholarships, Student Grants, & Waivers	4,387,340	-	-	-	224,492	2,570,465
Total Expenditures	<u>17,245,557</u>	<u>2,397,120</u>	<u>1,981,438</u>	<u>1,575,724</u>	<u>3,532,285</u>	<u>5,786,962</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>6,677,264</u>	<u>758,533</u>	<u>(1,599,336)</u>	<u>(67,975)</u>	<u>(1,270,108)</u>	<u>(449,558)</u>
TRANSFERS						
Net Transfers	(1,548,694)	10,000	-	-	1,538,694	-
Total Transfers	<u>(1,548,694)</u>	<u>10,000</u>	<u>-</u>	<u>-</u>	<u>1,538,694</u>	<u>-</u>
Net Change in Fund Balance	<u>5,128,570</u>	<u>768,533</u>	<u>(1,599,336)</u>	<u>(67,975)</u>	<u>268,586</u>	<u>(449,558)</u>
Fund Balance - Beginning	14,908,436	3,468,111	15,403,511	357,168	4,546,847	1,089,427
Fund Balance - Ending	<u>\$ 20,037,006</u>	<u>\$ 4,236,644</u>	<u>\$ 13,804,175</u>	<u>\$ 289,193</u>	<u>\$ 4,815,433</u>	<u>\$ 639,869</u>

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended January 31, 2025

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
REVENUES					
Property Taxes	\$ -	\$ -	\$ 55,453	\$ 1,183,881	\$ 8,377,631
Replacement Taxes	-	-	-	-	420,831
ICCB Grants	-	-	-	-	9,037,732
Federal Grants	-	-	-	-	4,619,171
Tuition & Fees	-	-	-	-	12,075,861
Charges for Services	-	10,302	-	-	2,001,836
Interest	63,093	11,429	69	6,152	650,505
Other Revenues	-	424,522	-	1,428	1,140,668
Total Revenues	<u>63,093</u>	<u>446,253</u>	<u>55,522</u>	<u>1,191,461</u>	<u>38,324,235</u>
EXPENDITURES					
Payroll	-	-	-	-	11,781,720
Benefits	-	-	-	109,286	2,312,478
Contractual Services	-	5,805	60,100	349,279	2,586,918
Supplies	-	9,751	-	6,436	2,473,785
Travel	-	230	-	-	367,491
Fixed	-	-	-	535,012	2,311,966
Utilities	-	-	-	-	802,989
Capital Outlay	-	-	-	-	2,872,869
Other	-	(52,026)	-	3,380	853,826
Scholarships, Student Grants, & Waivers	-	394,234	-	-	7,576,531
Total Expenditures	<u>-</u>	<u>357,994</u>	<u>60,100</u>	<u>1,003,393</u>	<u>33,940,573</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>63,093</u>	<u>88,259</u>	<u>(4,578)</u>	<u>188,068</u>	<u>4,383,662</u>
TRANSFERS					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>63,093</u>	<u>88,259</u>	<u>(4,578)</u>	<u>188,068</u>	<u>4,383,662</u>
Fund Balance - Beginning	6,307,110	551,565	615	349,566	46,982,356
Fund Balance - Ending	<u>\$ 6,370,203</u>	<u>\$ 639,824</u>	<u>\$ (3,963)</u>	<u>\$ 537,634</u>	<u>\$ 51,366,018</u>

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
January 31, 2025

Unaudited

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2025	2024
ASSETS:		
CASH	\$ 15,105,199	\$ 15,100,241
IMPREST FUND	21,300	21,300
CHECK CLEARING	25,500	14,500
CDB PROJECT TRUST	4,614,304	4,006,229
PREPAID EXPENSES	143,769	100,614
INVESTMENTS	27,229,845	31,935,808
RECEIVABLES	3,307,996	3,097,717
ACCRUED REVENUE	144,282	106,260
INTERFUND RECEIVABLES	-	-
INVENTORY	625,408	638,738
OTHER ASSETS	479,659	453,125
FIXED ASSETS (Net of Depr)	33,503,664	24,804,815
TOTAL ASSETS AND OTHER DEBITS:	\$ 85,200,926	\$ 80,279,347
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ 275,013	\$ -
ACCOUNTS PAYABLE	(22,292)	364,470
DEFERRED REVENUE	78,523	94,911
L-T DEBT GROUP (FUND 9)	7,343,497	8,600,237
OPEB (Prior Year Restated for GASB 75 Implementation)	6,280,647	5,856,409
OTHER LIABILITIES	-	-
TOTAL LIABILITIES:	13,955,388	14,916,027
FUND BALANCES:		
FUND BALANCE	38,150,085	40,693,990
INVESTMENT IN PLANT (Net of Depr)	33,503,664	24,804,815
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(13,624,144)	(14,456,646)
RESERVE FOR ENCUMBRANCES	13,215,933	14,321,161
TOTAL EQUITY AND OTHER CREDITS	71,245,538	65,363,320
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 85,200,926	\$ 80,279,347

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2023-2025**

College	Category	FISCAL YEAR 2023			FISCAL YEAR 2024			FISCAL YEAR 2025			% of Year
		Budget	Spent Thru January	% of Budget	Budget	Spent Thru January	% of Budget	Tentative Budget	Spent Thru January	% of Budget	
Frontier	Bills		\$ 462,379		\$ 454,475			\$ 477,031			
	Payroll		1,159,661		1,177,215			1,340,531			
	Waivers		557,531		576,538			368,341			
	Totals	\$ 3,873,183	2,179,571	40%	\$ 3,936,161	2,208,228	56%	\$ 4,523,243	2,185,903	48%	58%
Lincoln Trail	Bills		\$ 619,245		\$ 722,970			\$ 669,200			
	Payroll		1,242,185		1,228,833			1,414,166			
	Waivers		762,811		866,769			637,550			
	Totals	\$ 4,727,391	2,624,241	40%	\$ 4,480,373	2,818,572	63%	\$ 4,760,106	2,720,916	57%	58%
Olney Central	Bills		\$ 1,115,791		\$ 1,295,574			\$ 1,215,960			
	Payroll		2,483,437		2,403,780			2,467,021			
	Waivers		604,151		672,466			517,391			
	Totals	\$ 7,402,072	4,203,379	40%	\$ 7,643,937	4,371,820	57%	\$ 7,622,079	4,200,372	55%	58%
Wabash Valley	Bills		\$ 810,005		\$ 1,005,090			\$ 868,793			
	Payroll		1,709,521		1,603,527			1,659,448			
	Waivers		1,111,332		1,152,248			738,860			
	Totals	\$ 6,271,689	3,630,858	41%	\$ 5,915,330	3,760,865	64%	\$ 5,816,006	3,267,101	56%	58%
Workforce Educ.	Bills		\$ 108,561		\$ 116,289			\$ 132,845			
	Payroll		336,963		382,704			408,499			
	Waivers		903,046		1,096,494			1,160,342			
	Totals	\$ 2,761,446	1,348,570	32%	\$ 2,619,370	1,595,487	61%	\$ 2,740,542	1,701,686	62%	58%
District Wide	Bills		\$ 2,792,846		\$ 2,234,286			\$ 2,450,970			
	Payroll		1,877,710		2,329,104			2,150,873			
	Waivers		35,696		268,088			964,856			
	Totals	\$ 10,045,343	4,706,252	47%	\$ 9,886,500	4,831,478	49%	\$ 9,389,968	5,566,699	59%	58%
GRAND TOTALS		\$ 35,081,124	\$ 18,692,871	53%	\$ 34,481,671	\$ 19,586,450	57%	\$ 34,851,944	\$ 19,642,677	56%	58%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Revenues & Expenditures Report
For the Period Ended January 31, 2025

Unaudited

REVENUES

	FY 2025		FY 2024		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Property Taxes	\$ 5,467,569	20.19%	\$ 4,569,991	18.18%	\$ 897,578
Replacement Taxes	420,831	1.55%	648,506	1.93%	(227,675)	-35.108%
ICCB Grants	8,513,297	31.44%	8,387,322	30.55%	125,975	1.502%
Tuition & Fees	11,901,320	43.95%	11,903,197	47.96%	(1,877)	-0.016%
Charges for Services	91,623	0.34%	90,676	0.30%	947	1.044%
Interest	314,207	1.16%	311,746	0.80%	2,461	0.789%
Other Revenues	369,623	1.37%	83,624	0.27%	285,999	342.006%
	<u>\$ 27,078,470</u>	<u>100.00%</u>	<u>\$ 25,995,062</u>	<u>100.00%</u>	<u>\$ 1,083,408</u>	<u>4.168%</u>

EXPENDITURES

	FY 2025		FY 2024		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Salaries	\$ 9,440,538	48.06%	\$ 9,125,163	46.93%	\$ 315,375
Employee Benefits	1,808,538	9.21%	1,847,656	8.23%	(39,118)	-2.117%
Contractual Services	1,438,663	7.32%	1,455,034	7.66%	(16,371)	-1.125%
Materials	1,184,068	6.03%	1,148,814	6.03%	35,254	3.069%
Travel & Staff Development	106,836	0.54%	133,337	0.69%	(26,501)	-19.875%
Fixed Charges	41,483	0.21%	42,556	0.25%	(1,073)	-2.521%
Utilities	802,989	4.09%	790,583	3.78%	12,406	1.569%
Capital Outlay	325,803	1.66%	245,263	1.28%	80,540	32.838%
Other	4,493,759	22.88%	4,798,044	25.14%	(304,285)	-6.342%
	<u>\$ 19,642,677</u>	<u>100.00%</u>	<u>\$ 19,586,450</u>	<u>100.00%</u>	<u>\$ 56,227</u>	<u>0.287%</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									
LTC - Athletic Facility	2024 Debt Certificates	\$2,400,300									
OCC - 370 kW Solar Array	2024 Debt Certificates	\$1,472,990									
OCC - Salvage Vehicle Storage	Deferred Maintenance	\$40,000									
WVC - Athletic Facility	Insurance Proceeds	\$2,549,720									
LTC - Natatorium Pool Liner Replacement	DCEO Grant	\$212,604									
GRAND TOTAL		\$21,212,014	Board Approval	Preliminary Design	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

1/31/2025

MEMORANDUM

TO: IECC Board of Trustees

FROM: Ryan Gower

DATE: February 18, 2025

SUBJECT: Semi-Annual Review of Executive Session Minutes

A. The following written executive session minutes were reviewed in June 2024 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995
2. Tuesday, August 15, 1995
3. Tuesday, September 19, 1995
4. Friday, August 2, 1996
5. Tuesday, January 17, 2012
6. February 19, 2019
7. October 15, 2019
8. December 10, 2019
9. January 21, 2020
10. February 18, 2020
11. July 21, 2021
12. July 19, 2022
13. October 18, 2022
14. January 16, 2024
15. March 19, 2024
16. April 16, 2024

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in February 2025:

1. June 18, 2024
2. July 16, 2024
3. August 20, 2024
4. October 15, 2024

C. The following written executive session minutes have been approved and opened to the public record:

1. July 13, 2023
2. August 15, 2023
3. September 19, 2023

4. October 17, 2023

D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. July 13, 2023
2. August 15, 2023
3. September 19, 2023
4. October 17, 2023
5. January 16, 2024
6. March 19, 2024
7. April 16, 2024
8. June 18, 2024
9. July 16, 2024
10. August 20, 2024
11. October 15, 2024

E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the audio tape recordings of the following meetings have been held by the Secretary for more than the 18 months required, and the Secretary is directed to destroy these recordings after this meeting:

1. July 19, 2022
2. August 16, 2022
3. September 20, 2022
4. October 18, 2022
5. February 21, 2023
6. May 16, 2023

F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were not held on the following dates:

1. September 17, 2024
2. November 19, 2024

G. It is recommended the following previously approved closed meeting minutes be open to the public record: None

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 18, 2025
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the February Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.4, 400.5, 400.6, & 400.7 have been sent under separate confidential cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Honorable Dismissal(s)**
- 400.4. Faculty Seniority List for 2025-2026 Academic Year (attachment)**
- 400.5. Adoption of Resolution & Reductions-in-Force**
- 400.6. Resignation Ratification(s)**
- 400.7. Retirement Ratification(s)**

PERSONNEL REPORT

400.1 Employment of Personnel

A. Faculty, Exempt

1. Cori Stringfellow, Nursing Instructor, WVC, Academic Affairs effective August 13, 2025
2. Kathleen White, Nursing Instructor, LTC, Academic Affairs effective March 10, 2025

B. Classified, Non-Exempt

1. Autumn Hoalt, Custodian, LTC effective February 24, 2025
2. Brock Plassman, TRIO Upward Bound Academic Counselor, WVC, Institutional Outreach effective March 3, 2025

400.2 Change in Status

A. Professional, Non-Faculty, Exempt

1. Angelique Maguire, Director of Instruction, Adult Education, FCC, Academic Affairs to Program Director, Adult Education, FCC, Academic Affairs effective February 24, 2025
2. Darrell Handelsman, Interim Head Baseball Coach, OCC to Head Baseball Coach, OCC effective February 24, 2025

B. Classified, Non-Exempt

1. Russell Carie, Interim Maintenance Worker, WVC to Maintenance Worker, WVC effective February 24, 2025

400.3 Honorable Dismissal(s)

1. Kelly Wagner, Office Assistant effective February 19, 2025

400.4 Faculty Seniority List for 2025-2026 Academic Year (separate cover)

400.5 Adoption of Resolution & Reductions-in-Force

A. Faculty

LONNIE	BARNES	JAY	CARTER	BRIAN	WICK	
TYLER	BOYLES	JANE	MCCORMICK			

400.6 Resignation Ratification(s)

1. Annie Matthews, TRIO Student Support Services Academic Advisor, OCC effective February 7, 2025

400.7 Retirement Ratification(s)

1. Jim Glash, Head Men's Basketball Coach, OCC effective July 3, 2025
2. Debra Weidwilt, Program Assistant effective May 31, 2025
3. Timothy Zimmer, Director of Instructional Services, WVC effective February 24, 2025

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower, Chancellor
DATE: February 18, 2025
RE: Authority to settle ongoing litigation

In 2015, IECC learned of a federal court complaint asserted against the Board of Trustees alleging, among other things, that IECC had submitted false claims for grant reimbursement to the State of Illinois. That case was dismissed in February 2016. However, also in 2016, the plaintiff filed substantially similar allegations in state court. That state court matter remains pending.

Since the inception of these lawsuits, IECC has vigorously disputed the allegations asserted against it. Nonetheless, through the course of litigation, IECC may now have an opportunity to settle this matter in a manner that would reduce trial risk and that would stop the ongoing expenditure of legal fees.

To settle this matter, I require the authority to act on behalf of the Board of Trustees. For this reason, Mr. Chairman, I respectfully request that the Board (a) authorize me to engage in settlement negotiations, through counsel for IECC, to resolve this matter, and (b) if we are able to agree upon an acceptable settlement agreement with the opposing side, then I further request that the Board authorize me to execute that settlement on the Board's behalf.

RG

Attachment