ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

IECC Board of Trustees Meeting

Tuesday, July 21, 2026

Location:

Wabash Valley College- WVC Cafeteria
2200 College Drive
Mt. Carmel, IL 62863

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, July 21, 2026
6:15 p.m.
Wabash Valley College- WVC Cafeteria
2200 College Drive
Mt. Carmel, IL 62863

1.	Call to Order & Roll Call	Chairman Carter	
2.	Welcome from the Chair	Chairman Carter	
3.	Recognition of Visitors and Guests	President Fowler	
A.	Visitors and Guests		
B.	IECCEA Representative		
4.	Public Comments		
5.	Filling a Board Vacancy	Chairman Carter	5
6.	Election of Secretary Pro Tempore	Chairman Carter	
7.	Reports		
A.	Trustees		
B.	Chancellor		
8.	Approval of Consent Agenda	Interim Chancellor Robb	
A.	Disposition of Minutes		6

B.	Affiliation Agreements		14
i.	Deaconess Illinois Crossroads, Inc.		15
ii.	Hamilton Memorial Hospital		31
iii.	Harsha Behavioral Center		38
iv.	White County Ambulance		42
9.	Action on Items Removed from Consent Agenda	Interim Chancellor Robb	
10.	Policy First Reading (and Possible Approval)	Interim Chancellor Robb	
A.	None.		
11.	Policy Second Reading	Interim Chancellor Robb	
A.	None.		
12.	Staff Recommendations for Approval		
A.	Bid Exception Under 805/3-27.1(1) — Systran Polaris	Interim Chancellor Robb	46
B.	Agreement Renewal - Instructure, Inc.	Interim Chancellor Robb	51
C.	Approval of Chancellor Vehicle Lease-Purchase Agreement	Interim Chancellor Robb	55
13.	Bid Committee Report	Interim Chancellor Robb	56
A.	WVC Tennis Courts		

14.	District Finance	Mr. Hawkins	
A.	Financial Report		87
B.	Approval of Financial Obligations		
15.	Executive Session	Interim Chancellor Robb	
A.	2(c)(1) Employment/Appointment Matters		
B.	2(c)(2) Collective Negotiating Matters		
C.	2(c)(12) Litigation		
16.	Approval of Executive Session Minutes	Interim Chancellor Robb	
17.	Approval of Personnel Report	Mrs. McDowell	96
18.	Litigation	Interim Chancellor Robb	
19.	Adjournment		

MEMORANDUM

TO: Board of Trustees

FROM: Chairman Carter

DATE: July 21, 2026

RE: Filling Board Vacancy

Trustee Barbara Shimer resigned from the Illinois Eastern Community College District #529 Board of Trustees on May 25, 2026.

Pursuant to ILCS-805/3-7 (d) “Whenever a vacancy occurs, the remaining members shall fill the vacancy, and the person so appointed shall serve until his successor is elected at the next regular election for Board members….”

A motion to appoint an individual to fill the vacancy would be appropriate at this meeting of the IECC Board of Trustees.

CR/sc

IECC Board of Trustees Meeting
Tuesday, June 16, 2026 6:15 PM Central

Banquet Room - Olney Central College
305 N. West Street
Olney, IL 62450

Call to Order & Roll Call – Chairman Gary Carter called the meeting to order at 6:22 p.m. and directed Board Secretary Sonja Holtz to call the roll.

Susan Batchelor:	Present
Roger Browning:	Present
Gary Carter:	Present
Samantha Coomer (Student Trustee):	Present
Brenda Culver:	Present
John McLaughlin (via TEAMS):	Present
Jan Ridgely:	Present

Present: 6, Absent: 0.

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

Also present at this meeting, in addition to trustees:
Ryan Gower, Chancellor
Cathy Robb, Vice Chancellor of Academic Affairs
Sharmila Kakac, FCC President & Vice Chancellor of Business & Industry
Tona Ambrose, LTC President & Vice Chancellor of Institutional Outreach
Chris Simpson, OCC President & Vice Chancellor of Business Operations
Matt Fowler, WVC President & Vice Chancellor of Student Affairs
Ryan Hawkins Chief Financial Officer/Treasurer
Andrea McDowell, Executive Director of Human Resources
Paul Tait, Chief Information Officer
Sonja Holtz, 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 – ICCTA Representative Jim Reed, Tracey Gower, Ron & JoLynn Gower, Kara Haas, Bill Sandiford, Dan McDonald, Sheryl Childers, Chris Forde, Lisa Rauch, Nixie Hnetkovsky, and Brandon Weger

3.B. IECCEA Representative – Nixie Hnetkovsky extended congratulations and best wishes to Dr. Gower on his retirement.

4. Public Comments – Dan McDonald & Bill Sandeford of the Lincoln Trail College Foundation announced the Foundation's commitment to $1 million toward campus improvement projects. The funds will be used to support future enhancements across the Lincoln Trail College campus.

5. Reports

5.A. Trustees

5.A.i. Recognition of Chancellor Ryan Gower – The Board of Trustees recognized Dr. Gower for his ten years of service to Illinois Eastern Community Colleges, including his roles as President of Lincoln Trail College and Chancellor. Trustees expressed their sincere appreciation for his commitment to student success, employees, and the communities served by IECC, and extended their best wishes to Dr. Gower and his family as he begins his well-earned retirement.

5.B. Chancellor – During his Chancellor's Report, Dr. Ryan Gower reflected on his tenure with Illinois Eastern Community Colleges and expressed his sincere appreciation to the Board of Trustees, employees, and the many colleagues and friends he has worked alongside throughout the District. He thanked everyone for their support and partnership and shared his gratitude as he prepares for his retirement.

6. Approval of Consent Agenda
Motion to approve consent agenda as presented. This motion, made by Brenda Culver and seconded by Roger Browning, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

6.A. Disposition of Minutes – Open meeting minutes as prepared for the regular meeting held on May 19, 2026.

6.B. 2026-2027 Academic Catalog – The Board accepted the 2026-2027 IECC academic catalog. It can be found on the IECC website at (https://iecc.edu/catalog).

6.C. MOU Richland Co. Health Office / OCC – A Memorandum of Understanding with the Richland County Health Office and Olney Central College was approved. This MOU provides access to the OCC gymnasium and parking lot as a location to distribute medication and/or vaccinations in the event of an emergency. ***Document Registry 26-06-01***

6.D. RAMP FY '28 – The Resource Allocation and Management Plan (RAMP) for Fiscal Year 2028 was approved by the Board and will be submitted to the Illinois Community College Board (ICCB). ***Document Registry 26-06-02***

6.E. Bid Exception FCC Athletic Facility – The Board approved the purchase of a new video display system for the Frontier Community College Athletic Facility currently under construction. The project, funded through a partnership with the FCC Foundation, includes a large video board, digital scorer's table, shot clocks, locker room game clock, and related installation and technical support provided by Watchfire of Danville, Illinois. ***Document Registry 26-06-03***

6.F. Bid Exception Dell Computers – The Board approved the annual purchase of desktop computers, laptops, monitors, and instructional technology to maintain and enhance IECC's technology infrastructure. The investment, funded through the Fiscal Year 2026 operating budget and the Wattleworth Hall third-floor remodel project, will ensure employees and students have access to up-to-date, secure technology across the District. ***Document 26-06-04***

6.G. Automotive Technology Fee – Beginning in Fall 2026, the Automotive Technology Associate in Applied Science program will relocate from Frontier Community College to Olney Central College. As part of this transition, the Board approved the purchase of required equipment through the OCC Bookstore for the program, necessitating the addition of a cost recovery fee to the academic catalog. The fee will be assessed at the actual cost of the equipment, ensuring students have access to the tools needed for the program while reflecting a change in the method of purchase rather than a new program requirement.

6.H. Building & Maintenance Fund Resolution – A resolution was adopted to authorize certain expenditures from the Operations and Maintenance Fund, such as utilities, O&M salaries and other soft expenses. ***Document Registry 26-06-05***

6.I. Inter-Fund Loans Resolution – A resolution was adopted authorizing inter-fund loans during the 2026-2027 fiscal year, allowing the District to loan dollars between funds provided the loans are repaid to the original fun within the academic year. ***Document Registry 26-06-06-06***

6.J. Payment of Accrued Bills – Approval was given for the District to pay accrued bills for a short period following the end of the fiscal year June 30th. By July 30th all accrued bills received during this run-out period will be paid and a report given to the Board of Trustees the following month.

6.K. Facility / Lease Agreements – Lease agreements were renewed between the District and certain locations and entities throughout the District.

6.L. Working Cash Fund Resolution – A resolution was adopted authorizing the transfer of approximately up to $190,000 in interest earned in the Working Cash Fund to the General Fund on or before June 30, 2026. ***Document Registry 26-06-07***

6.M. Affiliation Agreements – Chancellor Gower recommended approval of the affiliation agreements with the following:

6.M.i. Negotiated Clinical Agreements

6.M.ii. Standard Clinical Agreements

6.M.iii. Non-Standard Clinical Agreements

7. Action on Items Removed from Consent Agenda - None

8. Policy First Reading (and Possible Approval)

8.A. Policy 100.45 Defense and Indemnification / Deletion of 100.19
Motion to waive the second reading and approve Defense and Indemnification, Policy 100.45 as a new policy that is replacing and deleting former Policy 100.19 (Retaining Legal Counsel) related to the retention of legal counsel. The updated policy establishes a more comprehensive framework outlining the District's authority to provide legal defense and indemnification for employees and officials acting within the scope of their duties, while also identifying circumstances in which those protections may be denied. ***Document Registry 26-06-08*** This motion, made by Susan Batchelor and seconded by Samantha Coomer, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student

Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

9. Policy Second Reading

9.A. None.

10. Staff Recommendations for Approval

10.A. IECC Campus / Division Logos
A motion to approved updated logos for the colleges and major divisions of IECC to create a more unified institutional identity while preserving the unique character of each campus. The new branding will be implemented gradually through the normal replacement and updating materials. ***Document Registry 26-06-09*** This motion, made by Brenda Culver and seconded by Susan Batchelor, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

10.B. Auxiliary Cash Management and Athletics Sinking Fund Operating Procedure
Motion to approve a new auxiliary Cash Management and Athletics Sinking Fund Operating Procedure to address athletic deficits and strengthen long-term financial accountability. The procedure establishes repayment plans, annual reporting requirements, and oversight measures designed to reduce existing deficits while preserving athletic opportunities for students. ***Document Registry 26-06-10*** This motion, made by Samantha Coomer and seconded by Roger Browning, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

10.C. Acceptance of FY '27 Financial Planning & Bond Framework
Motion to approve a long-term financial planning framework authorizing the administration to begin evaluating future investments in public health and safety, facilities, career and technical education, and athletics. The action initiates project planning and financing analysis but does not authorize any specific projects or bond instances. ***Document Registry 26-06-11*** This motion, made by Roger Browning and seconded by Samantha Coomer, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

10.D. Revision of August 2026 Board Meeting Location
Motion to approve the relocation of the August 18, 2026 Board of Trustees meeting from Frontier Community College to Olney Central College. This motion, made by Susan Batchelor and seconded by Brenda Culver, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

10.E. Chancellor Vehicle Budget & Procurement Authorization

Motion to authorize administration to begin development of vehicle specifications and procurement documents for the acquisition of a District vehicle for the Chancellor position, utilizing either a competitive bid process or approved cooperative purchasing program as appropriate, and establish a project budget not to exceed $70,000. This motion, made by Susan Batchelor and seconded by Jan Ridgely, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

10.F. Renewal of Property, Casualty, and Liability Insurance Coverage
Motion to authorize the Chancellor to bind the District's annual property, casualty, and liability insurance coverage effective July 1, 2026. The renewal is expected to increase by no more than 14.3% as the District continues to navigate a challenging insurance market. This motion, made by Susan Batchelor and seconded by Jan Ridgely, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

10.G. AY 27-28 Moving Forward Strategic Plan & Operational Framework
Motion to approve the AY27-28 Moving Forward Strategic Plan & Operational Framework as presented. ***Document Registry 26-06-12*** This motion, made by Brenda Culver and seconded by Susan Batchelor, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

11. Bid Committee Report
Motion to accept the bid from Wolls Asphalt LLC for the maintenance and re-painting of the asphalt parking at Lincoln Trail College. This motion, made by Roger Browning and seconded by Brenda Culver, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

12. District Finance

12.A. Financial Report

12.B. Approval of Financial Obligations
Motion to approve payment of district obligations for June 2026 in total amount of $1,435,150.78. This motion, made by Jan Ridgely and seconded by Susan Batchelor, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

13. Executive Session
Motion to enter executive session under OMA exceptions 2(c)(2) Employment/Appointment Matters and 2(c)(3) Filling a Public Office at 7:41 p.m. This motion, made by Brenda Culver and seconded by Jan Ridgely, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student

Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0
Motion to exit at 8:27 p.m. This motion, made by Brenda Culver and seconded by Susan Batchelor, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

14. Approval of Executive Session Minutes

14.A. & 14.B Written & Audio Executive Session Minutes
Motion to approve closed session minutes of the meeting held on May 19, 2026. This motion, made by Brenda Culver and seconded by Jan Ridgely, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

14.C. Semi-Annual Review of Executive Session Minutes ***Document Registry 26-06-13***
Motion to approve the semi-annual review as presented. This motion, made by Susan Batchelor and seconded by Brenda Culver, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

15. Approval of Personnel Report

400.1 Employment of Personnel

1. John Duty, Mining & Industry Instructor, MIT, Business & Industry effective July 1, 2026

2. McKenna Blevins, TRIO Student Support Services Academic Advisor, LTC, Student Affairs effective June 29, 2026

3. Kamille Johnson, Coordinator of Marketing & Communications, WVC, Institutional Outreach effective July 6, 2026

4. Rhoda Shugars, Coordinator of International Admissions & Compliance, LTC, Student Affairs effective June 22, 2026

5. John Spruance, Head Men's Basketball Coach, WVC effective June 22, 2026

400.2 Change in Status

1. Dr. Cathy Robb, Interim IECC Chancellor effective July 1, 2026 – August 14, 2026

2. Ryan Hawkins, Chief Financial Officer to Vice Chancellor of Financial Operations & OCC President-Designate & effective July 1, 2026 – May 17, 2026

3. Jamie Carman, Director of Academic Advising to Director of Advising Systems effective June 22, 2026

400.3 Approval of Contracts for Chancellor/College Presidents/Vice Chancellors

1. Dr. Timothy Taylor, Chancellor effective August 15, 2026

2. Ryan Hawkins, Vice Chancellor of Financial Operations & OCC President

400.4 Voluntary Separation Incentive Program Application (separate attachment)

Amended – Administrative Contract Buyout for Dr. Matt Fowler effective December 31, 2026

400.5 Resignation Ratification(s)

1. Lisa Hoipkemier, Physical Therapist Assistant Instructor, WVC, Academic Affairs effective July 31, 2026

2. Adam McIntire, TRIO Upward Bound Academic Counselor, LTC, Institutional Outreach effective May 14, 2026

3. Robin Zachary, Custodian, LTC effective June 10, 2026

400.6 Retirement Ratification

1. Dr. Ryan Gower, Chancellor effective June 30, 2026

2. Chris Simpson, OCC President & Vice Chancellor of Business Operations effective May 17, 2027

Motion to approve the amended personnel report as presented. This motion, made by Susan Batchelor and seconded by Roger Browning, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

16. Litigation - None

17. Adjournment
Motion to adjourn at 8:34 p.m. This motion, made by Brenda Culver and seconded by Samantha Coomer, Carried.
Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Samantha Coomer (Student Trustee): Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea
Yea: 6, Nay: 0

Approved: Chairman: _____

Secretary: _____

MEMORANDUM

TO: Board of Trustees

FROM: Cathy Robb

DATE: July 21, 2026

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 non-standard clinical affiliation agreement with the following organization:

- Deaconess Illinois Crossroads, Inc.

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

- Hamilton Memorial Hospital

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

- Harsha Behavioral Center
- White County Ambulance Service

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

CR/sc

NON-EXCLUSIVE STUDENT AFFILIATION AGREEMENT
FACE SHEET

Date of Agreement: August 1, 2026

Facility Legal Name: Deaconess Illinois Crossroads, Inc.
Facility's Address: 8 Doctors Park Road
City, State, ZIP: Mt. Vernon, IL 62864

School Legal Name: Illinois Eastern Community Colleges District #529
School's Address: 233 E. Chestnut Street
City, State ZIP: Olney, IL 62450

Applicable Licenses, Certifications, etc (e.g. CPR):

Term of Agreement: 38 months
Expiration Date: 06/30/2029
Effective Date: 08/01/2026

Type of Student: Associate Degree in Nursing

Number of Students per rotation: varies

Term of Clinical Training (beginning and ending month and year and School's associated semester):
Begin Date: 08/01/2026 Ending Date: 06/30/2029
School Term: □ Spring; □ Summer; □ Fall; □ Winter

Clinical rotations shall be provided at facilities shown: **8 Doctors Park Road, Mt. Vernon, IL**
1209 W. Robinson, Wayne City, IL
4101 N. Water Tower Place, Mt. Vernon, IL

Designated Contract Person for Facility: Desiree Stumpf, Regional CNO

Designated Contract Person for School: Dr. Alani Frederick (the "Program Director")
Phone: 618-395-7777, ext. 2136
E-mail: fredericka@iecc.edu

Responsibility for Certain Checks and Testing: School recognizes that Facility is a fully functional medical facility, and not an educational institution. This Agreement is by way of a courtesy. Facility's standards for safety and timely and effective care are not reduced by this Agreement.

Background Check
□ School chooses to conduct and Student chooses to pay for Student Background Check.

Substance Abuse Testing
□ School chooses to conduct and Student chooses to pay for Student Substance Abuse Testing.

The results of the Background Check and Substance Abuse Test must be on file at Facility before any Student begins a rotation at Facility.

The Non-Exclusive Student Affiliation Agreement Standard Terms and Conditions are incorporated herein and made a part of this Agreement.

The following list of Exhibits, attached hereto, are each hereby incorporated into this Agreement by this reference.

Exhibits	Title
A	Patient Care Services to be Provided by Students
B	Patient Care Services Students Cannot Provide
C	Other Legally Required Testing
D	Student Substance Policy Consent
E	Student Background Consent Form
F	Disclosure and Authorization

SCHOOL

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
233 E. Chestnut St.
Olney, IL 62450

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

FACILITY

DEACONESS ILLINOIS CROSSROADS, INC.

8 Doctors Park Road
Mt. Vernon, IL 62864

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

NON-EXCLUSIVE STUDENT AFFILIATION AGREEMENT
STANDARD TERMS AND CONDITIONS

THIS NON-EXCLUSIVE STUDENT AFFILIATION AGREEMENT (this "Agreement") is entered into by and between Facility and School, each as defined on the attached Face Sheet.

RECITALS:

A. School operates a Nursing Program for nursing students ("Students") and desires Students to gain experiential training through clinical experiences.

B. Facility operates a healthcare facility and has established clinical practices where Students from the School may gain clinical experience and training that includes the application of knowledge and skills in actual patient situations.

C. Facility, possessing the requisite experience, expertise and personnel, desires to extend a courtesy to the School by providing clinical experiences and training to Students of the School's Nursing Program, subject to the terms and conditions stated herein.

D. This Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, the parties, intending to be legally bound, agree as follows:

1. JOINT RESPONSIBILITIES OF THE PARTIES

A. Facility and School shall provide contact persons, each as defined on the attached Face Sheet, to coordinate and oversee Students' clinical training.

B. Facility and School shall mutually agree upon a set term of training for the Student's clinical training and the number of Students per rotation, each as defined on the attached Face Sheet.

C. Facility and School shall mutually agree upon the clinical training goals and objectives, as set forth in Exhibit A. Facility shall determine the Patient Care Services, as set forth in Exhibit A, to be provided by Students during clinical training.

D. School shall maintain ultimate responsibility and authority for the quality of the Nursing Program for Students, and School shall maintain such requirements as required for accreditation by the Accreditation Commission for Education in Nursing. Facility shall reasonably cooperate with School in complying with any reasonable requests of such accrediting agency. Facility shall comply with any Accreditation Commission for Education in Nursing requirements regarding Student supervision and educational requirements for clinical training for Students. Failure of either party to maintain such respective responsibilities and requirements may result in immediate termination of this Agreement.

E. School shall be responsible for selecting Students who will participate in clinical training at Facility pursuant to this Agreement; provided, however, that Facility may in its sole discretion decline rotation by any Resident. Facility may make recommendations to School regarding the selection, retention and disciplining of such Students. Facility reserves the right to refuse acceptance of any Student when it is determined by Facility in its sole discretion that further participation by any Student would not be in the interest of Facility.

F. School and Facility shall review Students' background checks and substance abuse testing results, and Facility shall be solely responsible for determining if Students may participate or remain in the program based upon results of such checks and testing.

2. SCHOOL'S RESPONSIBILITIES

A. School and Program Director shall coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet School's criteria for eligibility, which must be Facility-approved, shall be eligible for rotation to Facility.

B. School shall, *prior* to referring Students to Facility, be responsible for Student compliance with and education about clinical safety, including those regulations issued by the Occupational Safety and Health Administration governing exposure to blood borne pathogens and tuberculosis transmission prevention. Such responsibility shall include, without limitation, providing Students with information and training about the hazards associated with blood and other potentially infectious materials, the protective measures to be taken to minimize the risk of occupational exposure of blood borne or airborne pathogens, and the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials.

C. School shall notify Facility if any Student fails to meet education and/or training requirements at any time during the terms of this Agreement.

D. School shall obtain written documentation from Students and staff and provide Facility with such documentation for the following, *prior to* referring them to Facility:

(1) A negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at Facility;

(2) A completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine;

(3) Any other appropriate immunizations requested by Facility; and

(4) Any other documentation for legally-required testing as set forth in Exhibit C.

E. School shall ensure that Students are provided a copy of and are aware of the Substance Policy as set forth in Exhibit D.

F. School shall provide Facility with a copy of each Student's completed (1) Substance Policy Consent Form as set forth in Exhibit D, and (2) Background Consent Form as set forth in Exhibit E. School may instruct a Student to provide the forms to Facility directly; however, the completed forms and results must be on file at Facility before any Student is eligible for rotation at Facility.

G. School shall ensure that the following background checks have been completed *before* a Student is eligible for rotation to Facility (See Face Sheet to determine who will be responsible for the cost and actual performance of the background checks):

(1) Office of Inspector General ("OIG") List of Excluded Individuals/Entities.

School shall not present any Student for rotation to Facility who has been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System or approved software programs, and certain Internet sites.

(2) License or Certification.

School shall not present any Student for rotation to Facility whose medical licenses or certifications has ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. If such sanctions resulted from controlled substance use, and Student has successfully completed a rehabilitation program, School may refer such Student so long as he or she undergoes periodic substance abuse testing as determined by Facility.

(3) Criminal Records Check.

Students' criminal records shall be checked at the federal, state, and local levels *before* a Student is eligible for rotation to Facility and thereafter as often as is required by law. Facility CEO will have the authority to make the final decision regarding acceptance by Facility of a Student with a criminal record. Students must execute a Student Background Consent Form as set forth in Exhibit E.

(4) Other Background Checks Required By Law as set forth in Exhibit C.

H. School shall not circulate or publish any of Facility's materials related to this Agreement without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

Facility shall:

A. Provide an environment for clinical training to Students, including, without limitation, the Patient Care Services as set forth in Exhibit A.

B. Orient Students and School representatives who visit Facility on matters such as Facility's policies and procedures, personal protective equipment availability and use and fire and emergency response plans.

C. Reasonably cooperate with School regarding on-site visits of School representatives and completing reports or evaluations required for clinical training.

D. Provide first aid for clinical accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carriers. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.

E. Provide reasonable storage space for Student's apparel and personal effects and classroom or conference room space at Facility for reasonable, scheduled program use.

F. Through the Clinical Supervisor, supervise and be responsible for the daily clinical training of the Students to ensure that each Student fulfills the requirements of clinical training in accordance with the goals and objectives of clinical training as set forth on Exhibit A.

4. TERM AND TERMINATION

A. This Agreement shall be effective upon the Effective Date as set forth on the Face Sheet and may be renewed upon the parties' mutual agreement.

B. Facility or School may terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other party. Upon such termination, the parties will, if practicable, attempt to allow any Students then on clinical rotations at Facility to complete that clinical experience.

C. Facility or School may immediately terminate this Agreement if the other party is insolvent or bankrupt or upon a breach of a material term of this Agreement by the other party.

5. INSURANCE

A. Documentation of the following shall be provided to Facility *prior to* School sending Students to Facility:

1) Students have health insurance acceptable to Facility during their clinical rotation;

2) Clinical instructors and other School staff present on Facility grounds have worker's compensation insurance (or, if School is government entity, School shall maintain the government version of such insurance); and

3) Students have general and professional liability as described in this Section 5(B) hereof.

B. School agrees to provide Students with general and professional liability insurance with minimum limits of one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) annual aggregate to cover the acts and omissions of Students, including legal representation and expense of defense of any such liability claims, actions or litigation, while on clinical training at Facility. This coverage may come from any source, but shall clearly cover all acts and omissions of Students related to their participation under this Agreement at Facility. If Facility discontinues such malpractice insurance, it will obtain tail coverage related to the discontinued policy or a prior acts endorsement in the new insurance to provide continuity of coverage without regard to when a claim is filed.

C. If Students' professional liability coverage is written on a "claims made" basis, such coverage shall outlive this Agreement for at least twenty-four (24) months (which may require tail or prior acts coverage). The "retro" date for coverage shall be the Agreement's Effective Date.

D. Facility shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of any insurance coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS, INDEMNIFICATION AND NOTIFICATION

A. Each party shall pay its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. School shall defend, indemnify and hold harmless Facility and its officers, directors, employees, affiliates, agents, parent and subsidiaries, from and against any and all claims, demands, actions, settlements, costs, damages, judgments, liabilities, and expenses of any kind (including settlements, judgments, court costs, and reasonable attorneys' fees and expenses actually and reasonably incurred, regardless of the outcome of such claim or action) arising out of or resulting from, (i) School's or a Student's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (ii) a material breach by School under this Agreement. Facility specifically reserves any common law right of indemnity and/or contribution which it may have against School. This Section shall survive the termination or expiration of this Agreement for any reason. This Section does *not* apply to government entities that claim full or partial governmental immunity as described in Exhibit G.

C. School shall complete Exhibit G if claiming governmental immunity. *If* School claims any type of governmental immunity or is limited in its ability to compensate Facility for any damages, School shall provide to Facility a list of alternative insurance, monetary, and/or other relief that will be

available to Facility. Legal or equitable relief from Facility is the same as that available to Facility from School.

D. The parties will notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY AND PATIENT PRIVACY

A. Each party will comply with its obligations with respect to patient privacy and confidentiality (including clinical training of Students), including without limitation, those requirements imposed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as may be amended from time to time. School, its employees, representatives and Students agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable laws. School shall ensure that all Students also comply with these requirements. Further, patient records are and shall remain Facility property. Retention and release shall comply with all applicable laws. Access to and use of patient information is restricted to only that necessary for this Agreement. This Section shall survive the termination or expiration of this Agreement for any reason.

B. School acknowledges and agrees that in connection with this Agreement, School and the Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Confidential Information shall include Facility's business and business development plans, patient or supplier lists, and other documents clearly labeled as "confidential" on their face (collectively, "Confidential Information"). Consequently, except as provided in this paragraph or unless otherwise required by applicable law, School agrees, and shall require the Students to agree, not improperly to use or disclose any Facility Confidential Information, as long as such information continues to qualify as Confidential Information, unless consent to disclosure is granted by Facility. This Section survives the termination of this Agreement.

8. NOTICES. Notices or other communications per this Agreement shall be given to the other party as follows:

If to Facility: As stated on Face Sheet.

With a copy to: DRHSI, Inc.
600 Mary St.
Evansville, IN 47747

If to School: As stated on Face Sheet.

9. ASSIGNMENT OF CONTRACT AND BINDING EFFECT. School shall not assign this Agreement or any portion hereof and shall not delegate any duties under this Agreement, without the prior written consent of Facility, which consent may be withheld for any reason or for no reason. Facility may assign all or any portion of this Agreement to an affiliate of Facility or other assignee by providing written notice to School, which assignment will forever release Facility as to any future obligations hereunder.

10. NON-DISCRIMINATION. Each party shall comply with all applicable laws relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act, all as amended. Further,

when carrying out this Agreement, each party agrees not to discriminate on the basis of religion, race, sex, gender identity, national or ethnic origin, color, age, income, disability, sexual orientation, ancestry or veteran status and other legally protected classifications.

11. **INDEPENDENT CONTRACTOR STATUS.** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.

12. **USE OF NAME.** Neither Party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or publicity without the prior written consent of an authorized representative of the other party as to each such use.

13. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and may be electronically transmitted, and be as effective as an inked original.

14. **CONSIDERATION.** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.

15. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted under the laws of the State of Facility's principal location.

16. **ENTIRE AGREEMENT, WAIVER & SEVERABILITY.** This is the parties' entire agreement on this subject matter and it supersedes any prior agreements/arrangements. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

[Remainder of page intentionally left blank]

STUDENT AFFILIATION AGREEMENT – EXHIBIT A

Patient Care Services To Be Provided By Students
And
Clinical Training Goals and Objectives

SCHOOL'S PROGRAM INFORMATION. School must make the following appropriate selections as it pertains to their program so that Facility may attach the appropriate list of Patient Care Services to be provided by Students:

TYPE OF PROGRAM:
□ Junior College

ACADEMIC LEVEL:
□ Freshman
□ Sophomore

EXPERIENCE LEVEL:
□ Beginner/Basic
□ Some Experience
□ Advanced

NURSING

In addition to other duties required by the school, students are required to participate in an hourly rounding lab before being allowed to care for patients in the facility. This check-off validation will be conducted by the nurse instructor and include use of the 4 P's, log sheet compliance and bedside shift report. Validation tools will be provided to the instructor for use and when complete given to the CNO or Nurse Educator before clinicals in the facility.

Students can perform patient care only with direct supervision.

STUDENT AFFILIATION AGREEMENT – EXHIBIT B

The Following Patient Care Services Cannot Be Provided By Students

Any and all other services not specifically listed in Exhibit A.

No student may perform patient care duties without supervision.

Students cannot administer IV Push Medications; students cannot administer blood or blood products; students cannot serve as witness to legal documents.

STUDENT AFFILIATION AGREEMENT – EXHIBIT C

Other Legally Required Testing

Evidence of immunity from measles, mumps, and rubella.

Documented history of disease or immunization of varicella.

All other testing including tuberculosis and vaccination in accordance with the requirements of the Occupational Health and Safety Administration.

[Facility should insert any other legally required testing or legally required background checks]

STUDENT AFFILIATION AGREEMENT – EXHIBIT D

STUDENT CONSENT FORM
SUBSTANCE POLICY

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed or failed substance test(s) in the 12 months preceding Student's placement at the Facility

The School shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;
- Conduct testing of Students through a licensed laboratory, if School is responsible for Substance testing; and
- Provide to the Facility copies of each Student's test result, for every test, if School is responsible for Substance testing.

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- Provide any specimen(s) and to authorize the School and Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information.
- Release the School and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and related processes.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check <u>one</u>)

□ **<u>Consent</u>**

<u>or</u>

□ **<u>Not</u> consent (not to remain or otherwise be in the program)**

Student and Witness Signatures

Student:	Witness:
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

_____
Parent and/or Guardian's Signature Date

_____
Student's Printed Name Date

STUDENT AFFILIATION AGREEMENT – EXHIBIT E

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks *before* being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by the School or the Facility.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or School's directives;
- Fails to meet dress code standards and ensures that their attire clearly identifies them as a Student, rather than an employee, agent, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Safety is not optional. School or Facility shall complete each of the following background checks *before* Students may provide Patient Care Services at Facility:

- Office of Inspector General ("OIG") List of Excluded Individuals/Entities

Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.

- License or Certification

Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.

- Criminal Records Check

School or Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to train at the Facility and thereafter. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand such report(s) may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government and/or private entities and persons to verify the validity of any documentation.

I have read the above and I choose to (check <u>one</u>)

□ **<u>Consent</u>**

<u>or</u>

□ **<u>Not</u> consent (not to remain or be in the program)**

Student and Witness Signatures

Student:	Witness:
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

_____
Parent and/or Guardian's Signature Date

_____
Student's Printed Name Date

STUDENT AFFILIATION AGREEMENT – EXHIBIT F

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, the School and any persons and entities associated with them, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation or liability.

_____
_____
Print legal first, middle and last name

_____
Social Security Number DOB

_____
_____
Driver's License # & State Issued

_____
_____
HealthLicense/Certificate#&StateIssed

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 (hereinafter referred to as IECC), 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 Hamilton Memorial Hospital District (hereinafter referred to as AGENCY): of Mcleansboro, IL (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. However, nothing in this paragraph shall be construed to prevent AGENCY from complying with its obligations under the Illinois Health Care Worker Background Check Act or other similar federal or state laws.

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

Prior to the use of any AGENCY facilities, DISTRICT #529 shall ensure that any required criminal background check and a drug screens are completed, when applicable, as to each placed student prior to participation in the practical learning and clinical educational experience. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

6. The AGENCY has the right to remove a student from a clinical education program. The AGENCY shall notify DISTRICT #529 of such removal in writing. When circumstances permit, Agency shall consult with the DISTRICT #529 Faculty or Program Director before permanent removal of a student. The AGENCY may immediately remove any student participating in a clinical education program from the AGENCY'S premises for behavior that the AGENCY deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations, or if the AGENCY deems removal is in the best interest of patient care and treatment. In such event, the AGENCY shall notify DISTRICT #529 in writing of its actions and the reasons for its actions as soon as practicable.

7. 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.

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

9. 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 Dean, on behalf of DISTRICT #529.

10. The students, DISTRICT #529, and the IECC Faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records. DISTRICT #529 and IECC Faculty will direct their students and personnel to maintain confidentiality on all patient records and other data to which they may have access and shall not disclose to or copy the same for any person without the express written permission of the AGENCY. DISTRICT #529 and IECC Faculty and their students will help the AGENCY comply with the AGENCY'S duties to maintain the confidentiality of patient information and will be cooperative with any investigations of improper disclosure. DISTRICT #529 and IECC Faculty and their students will at all times when using or disclosing patient information, limit the disclosure of information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

The AGENCY and DISTRICT #529 jointly agree that AGENCY is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation"). To the extent that students are participating in a clinical/non-clinical experience at the AGENCY such students shall:

a. Be considered part of the AGENCY'S workforce for HIPAA compliance purposes in accordance with 45 CFR Part 164.103, but shall not be construed to be employees

of the AGENCY;

b. Receive training by the AGENCY on, and subject to compliance with, all of the AGENCY'S privacy policies adopted pursuant to the HIPAA Privacy Regulation; and

c. Not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to DISTRICT #529 which a student accessed through participation in the clinical/non-clinical experience that has not first been de-identified as provided in 45 CFR §164.514(a);

No services are being provided to the AGENCY by DISTRICT #529 pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

Both Parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding the students of DISTRICT #529 who train at the AGENCY pursuant to this agreement. Both Parties agree to limit the use of such information only for the purpose for which they obtained such information.

The Parties understand and agree that in connection with this Agreement, each Party may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with the other Party, and which may cause each Party to suffer competitively or economically if such information becomes known to persons outside of that Party. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to each Party's business and business

development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, each Party agrees not to directly or indirectly use or disclose to any individual or entity any confidential Party information at any time.

The foregoing restrictions on use and disclosure of confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section 3, (iii) that is known by a Party prior to receipt of the information from the other Party as clearly evidenced by such Party's books and records, (iv) that is lawfully received by a Party from a Party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a Party without reliance on the confidential information received as clearly evidenced by such Party's books and records.

11. 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.

12. No assigned student or employee and/or agent of DISTRICT #529 or IECC Faculty under this Agreement shall in any way be considered an employee or agent of the AGENCY nor shall any such student or employee and/or agent of DISTRICT #529 or IECC Faculty be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the AGENCY.

13. 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.

14. 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.

15. This agreement will remain in effect until July 1, 2028, 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 as of the date of last signature.

AGENCY	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
Signature:_____	_____ Chair, IECC Board of Trustees
Name: Justin Epperson_____	Date:_____
Title: CEO_____	
Date: _____	

Illinois Eastern Community College 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.

Revised 11/19/2025

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 Harsha Behavioral Center (hereinafter referred to as AGENCY): of Terre Haute, Indiana (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 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, 2028, 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 as of the date of last signature.

AGENCY

Signature: _____

Name: Holly Near

Title: CEO

Date: 5/15/24

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

_____

Chair, IECC Board of Trustees

Date: _____

Illinois Eastern Community College 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.

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 White County Ambulance Service (hereinafter referred to as AGENCY): of Carmi, IL (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, 2027, 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 as of the date of last signature.

Signature: _____

Name: Adam Allen

Title: Director

Date: 6-29-2026

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

_____

Chair, IECC Board of Trustees

Date: _____

Illinois Eastern Community College 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.

MEMORANDUM

TO: Board of Trustees

FROM: Cathy Robb

DATE: July 21, 2026

RE: Bid Exception Under 805/3-27.1(1) – Sole Source

I recommend that the Board of Trustees authorize the purchase of the Systran Polaris HOT Model 1 Process Operations Trainer as a strategic academic and workforce development investment. This unit would be a key feature in the newly constructed Technology Center at the Lincoln Trail campus. The unit would position IECC as a regional leader in process technology, industrial maintenance, instrumentation, and advanced training while directly supporting employer workforce needs throughout southeastern Illinois and the surrounding region. The trainer is designed as a full-scale, industrial process system featuring pumps, tanks, heat exchangers, instrumentation, control valves, and a DeltaV distributed control system (DCS), providing students with hands-on experience in operating an actual process plant environment rather than a desktop simulation.

Community colleges, including IECC, frequently invest in maintenance trainers or process control training stations. Far fewer institutions possess a full-scale process operations training unit capable of teaching startup, shutdown, troubleshooting, emergency response, control room operations, and field operations on a single integrated platform.

The HOT Model 1 includes more than 100 exercises and operational scenarios and is specifically designed to teach process operations fundamentals through hands-on instruction. This would create a highly marketable and differentiating academic and workforce training asset for IECC.

The trainer creates opportunities for:

- Contract training agreements
- Incumbent worker training
- Industry certifications
- Customized workforce programs
- Apprenticeships

Employers frequently struggle to provide training on operating systems because production equipment must remain online. A dedicated training plant allows workers to train in a realistic but controlled environment without production risk.

The Systran HOT Model 1 is not merely instructional equipment; it is a workforce development platform that replicates a real industrial process plant. Acquisition would position IECC as a regional leader in process operations and advanced training, strengthen business and industry partnerships, support workforce development objectives, and create opportunities for external funding and customized employer training.

I ask the Board to approve the quote of $772,970 for the purchase of the HOT Model 1 from Systran Custom Learning Solutions. Systran Custom Learning Solutions is the only provider of the HOT Model 1. Funding for this purchase is made available from the IECC budget of $500,000 and the Lincoln Trail College Foundation of $272,970.

CR/akb
Enclosure

CUSTOM LEARNING SOLUTIONS

FROM
David Hirsch
Systran, Inc.
1331 Gemini Street Suite 125
Houston, TX 77058
www.systraninc.com
PHONE
281.480.8004

FOR
Lincoln Trail College,
TO
Tina Lindley
EMAIL
lindleyt@iecc.edu
PHONE
618-546-2241 Ext: 1119

QUOTE NUMBER
71
DATE
June 23, 2026
EXPIRY DATE
August 8, 2026

Polaris HOT 1 - Education

POL-HOT-1-EDU **Polaris HOT Model 1 Operations Fundamentals Trainer** Operations Fundamentals training unit that teaches the foundations of process operations safely and realistically. Standard with each Polaris HOT Model 1 Operations Fundamental Training Unit • Industrial Process Equipment • Industrial Instrumentation • Distributed Control System • As-Built drawings • Training documentation • Two days start-up assistance • Two days train-the-trainer assistance • One-Year Manufacturer's warranty Polaris HOT units are proudly built in Lake Charles, Louisiana, USA, and supported by a national network of sales and support professionals. 	756,470.00 x 1 756,470.00
Shipping	16,500.00 x 1 16,500.00
Total excluding tax	**$772,970.00**

HOT Model 1 - Specifications

• 24’ L x 10’ W x 7’ 6” H
• Welded, structural steel
• Industrial grating work surface
• Welded and flanged process piping

HOT Model 1 - Process Equipment

• 1.5 HP centrifugal pumps
• Shell and tube heat exchanger
• Fan-type air-cooler
• Electric heater
• 300-gal feed and product tanks
• 20-gal chemical injection tank
• Safety Shower
• Duplex pump suction strainers
• Orifice flow assemblies

HOT Model 1 - Instrumentation

• Industrial-quality gauges for
- Pressure
- Level
- Temperature
- Flow
• Gate, globe, swing-check, safety relief, and ball check valves
• Diaphragm-type control valves and positioners
• Flow, level, and temperature loops

HOT Model 1 - Distributed Control System

Polaris selected the Emerson Delta-V Distributed Control System (DCS) and associated hardware/software with four display monitors. The DCS is capable of communicating digital and analog signals to all associated instrumentation, allowing for control of all equipment.

HOT Model 1 - Client-Supplied Service Items

Client shall be responsible for providing the following items associated with the purchase and installation of the Polaris HOT Unit:
• Concrete pad able to accommodate the dimensions of the unit: 24’ L x 10’ W x 7’ 6” H
• Electrical supply
- 480 Volt 3 phase (100 Amp) and 240 Volt single phase (50 Amp)
- Make-up water supply to the unit (initial filling and intermittent re-filling only)
• Dry instrument air (90-130 psig)
• Forklift or crane of sufficient size to facilitate final positioning of the unit
• Make-up water supply to the unit (intermittent only)
• Dry instrument air
• DCS
- A location or control room for the Emerson Delta-V hardware and wiring from the equipment to the designated skid location with wiring in conduit and designated as control wiring, separate from any high voltage power.
- Building maintenance or contractor to coordinate the wiring and placement of terminations with the Polaris Installation Manager before the delivery of the unit.

HOT Model - Payment Terms

All purchase orders shall be addressed to:

Systran, Inc.
1331 Gemini Street Suite 125
Houston, TX 77058
Attn: David Hirsch, SES

Please email a copy of the purchase order to:
• dhirsch@systraninc.com

Polaris shall submit invoices on the following schedule:
• 30% upon award
• 30% upon receipt of major equipment
• 30% upon verified completion of HOT Unit at Polaris facility before shipment
• 10% final payment following delivery, acceptance, setup, and training

The initial invoice is due upon receipt. All other invoices are due NET 30 and payable in US dollars. Payment must be transmitted via wire transfer or two-day courier service.

HOT Model - Shipping & Sales Tax

See Shipping above.

Sales Tax has not been included. Sales tax must be included in addition to the quoted price if a tax exemption certificate or direct pay tax agreement is not provided.

HOT Model - Warranty

Polaris warrants the equipment manufactured and sold by us to be free from defects in materials and workmanship for a period of one year from the date of shipment.

This warranty is limited to the original purchaser and shall be void if the equipment is damaged due to misuse, abuse, or other damaging circumstance. Certain component products and accessories, where the final finished product is of other manufacture and the product of other entities, are subject to the warranty terms, conditions, and limitations of those entities.

MEMORANDUM

TO: Board of Trustees

FROM: Cathy Robb

DATE: July 21, 2026

RE: Approval of One-Year Renewal Agreement with Instructure, Inc. for Canvas LMS and Canvas Studio

Administration recommends approval to enter into a one-year renewal agreement with Instructure, Inc. for continued use of Canvas LMS and Canvas Studio for the period July 1, 2026, through June 30, 2027, at a total cost of $93,830.80. This cost represents a 7% increase for the renewal.

Canvas is IECC's current learning management system platform. The current agreement with Instructure expired June 30, 2026, and the renewal covers both the Canvas LMS Cloud Subscription and Canvas Studio Cloud Subscription. Pricing for the Canvas LMS is based on a full-time equivalent student count pulled from IPEDS. The one-year renewal includes 2,914 FTE at a cost of $32.20 per FTE. Based on current data, a one-year term is recommended at this time due to the anticipated decline in FTE.

I ask the Board to approve the one-year renewal agreement with Instructure, Inc. for Canvas LMS and Canvas Studio for the period July 1, 2026, through June 30, 2027, in the amount of $93,830.80, and authorize Administration to execute the agreement.

CR/akb
Enclosure

Instructure.

Instructure, Inc.
6330 South 3000 East, Suite 700
Salt Lake City, UT 84121
United States

Order Form

Order: Q-599860-1
Date: 2026-07-09
Order Valid Through: 2026-06-30

Order Form for Illinois Eastern Community College-System Office

Bill to Information

Entity Name: Illinois Eastern Community College-System Office
Address: 233 E Chestnut Street
City: Olney

State/Province: Illinois

Zip/Postal Code: 62450-2227

Country: United States

Ship to Information

Entity Name: Illinois Eastern Community College-System Office
Address: 233 E Chestnut Street
City: Olney

State/Province: Illinois

Zip/Postal Code: 62450-2227

Country: United States

Billing Contact

Name:

Email:

Phone:

Shipping Contact

Name: Jeff Gumbel

Email: gumbelj@iecc.edu

Phone: +1 618 395 5299 ext. 5504

Billing Information

Billing Frequency: Annual Upfront
Billing Frequency Term: Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Payment Terms: Net 30

Year 1								
Ref	**Description**	**Start Date**	**End Date**	**Invoice**	**Metric**	**Qty**	**Price**	**Amount**
S1	Canvas LMS Cloud Subscription	2026-07-01	2027-06-30	Recurring	FTE	2,914	USD 26.45	USD 77,075.30
S2	Canvas Studio Cloud Subscription	2026-07-01	2027-06-30	Recurring	FTE	2,914	USD 5.75	USD 16,755.50

Billing Summary			
Segment	**Recurring**	**Non-Recurring**	**Total**
Year 1	USD 93,830.80	USD 0.00	USD 93,830.80
Total	**USD 93,830.80**	**USD 0.00**	**USD 93,830.80**

Products	Description	Qty
Canvas LMS Cloud Subscription	Canvas LMS Cloud Subscription: Per FTE	2,914.00
Canvas Studio Cloud Subscription	Canvas Studio Cloud Subscription: Per FTE	2,914.00

Quote Special Terms

The number of Users for which Customer has purchased subscriptions is specified on the applicable Order Form ("Contracted User Count"). Customer acknowledges that Instructure may reference data from Customer's student information system ("SIS") or other authoritative data source used by Customer to manage user records to verify the number of active Users accessing the Service during the applicable subscription period ("Active User Count").
The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

Payment Terms - Renewal Order Form: In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Storage. Storage included in the annual subscription fee is: (i) 5GB per licensed unit (as specified in the applicable Order Form) for Higher Education Customers; and (ii) 2.5GB per licensed unit (as specified in the applicable Order Form) for K-12 Customers. Additional storage may be purchased at Instructure's then-current rates.

Usage and Storage Limits. Services are subject to usage or storage limits specified in Order Forms and Documentation. If Customer exceeds a stated usage or storage limit, Instructure may work with Customer to seek to reduce Customer's usage or storage so that it conforms to that limit. If, notwithstanding Instructure's efforts, Customer is unable or unwilling to abide by a contractual usage or storage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon Instructure's request.

User Count Verification and Reconciliation. Customer shall ensure that the number of active Users accessing the Service does not exceed the Contracted User Count on the applicable Order Form. Instructure may periodically compare the Active User Count, as indicated by the SIS or Instructure's own system data, against the Contracted User Count. If Instructure determines that the Active User Count exceeds the Contracted User Count, Instructure will notify Customer in writing. Within thirty (30) days of receipt of such notice, Customer shall either (a) reduce the Active User Count to conform to the Contracted User Count, or (b) execute an Order Form for additional subscriptions to cover the excess Users at Instructure's then-current rates, prorated for the remainder of the applicable subscription term, and/or pay any invoice for excess usage.

Terms and Conditions

Governing Terms. This Order Form is governed by the terms of the Instructure Master Terms and Conditions which can be found at: https://www.instructure.com/policies/mastertermsconditions, unless Customer and Instructure have previously negotiated terms and conditions attached to or referenced in Customer's prior order form (collectively "Negotiated Terms"), in which case such Negotiated Terms shall govern this Order Form.

Data Processing Addendum: The data processing addendum between the parties is available at: https://www.instructure.com/policies/data-processing-addendum

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	*Please email all US state sales tax exemption certifications to ar@instructure.com*

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Illinois Eastern Community College-System Office	
Signature:	
Name:	
Title:	
Date:	

Instructure, Inc. (USA/CAN)	
Signature:	
Name:	
Title:	
Date:	

MEMORANDUM

TO: Board of Trustees

FROM: Cathy Robb

DATE: July 21, 2026

RE: Approval of Chancellor Vehicle Lease-Purchase Agreement

Following the June Board of Trustees meeting, Administration began evaluating purchase options for a District owned vehicle for the Chancellor. The provision of a vehicle is a contractual obligation contained within the employment agreement for Chancellor Dr. Timothy Taylor. The proposed acquisition fulfills that contractual commitment and supports the Chancellor's transition into the district prior to his start date in August 2026.

A quotation was obtained from LeMond's Chrysler Center for a 2026 Ram 1500 Limited Crew Cab 4x4 at a total acquisition cost of $68,469, including applicable fees. The acquisition cost is within the amount previously authorized by the Board at the regular June meeting.

I recommend utilizing the tax-exempt lease-purchase financing proposal provided by Stellantis Financial Services. Under the recommended financing structure, the district will finance the vehicle over a three-year term with annual payments. The financing proposal provides:

- Acquisition Cost: $68,468.63
- Financing Term: Three (3) Years
- Annual Payment: $24,832.55
- Interest Rate: 9.08%
- Residual Value: None (ownership contract)

Board approval at this meeting will allow the District to complete financing and delivery activities in advance of Dr. Taylor's start date. The financing proposal requires payment by July 28, 2026, to preserve the quoted financing terms.

Proposed Board Action

I ask the Board to authorize the Treasurer to execute all related purchase and financing documents for the acquisition of a 2026 Ram 1500 Limited Crew Cab 4x4 through a three-year tax-exempt lease-purchase agreement with Stellantis Financial Services at a total acquisition cost of approximately $68,469.

CR/akb

BID COMMITTEE REPORT

July 21, 2026

Wabash Valley College

1. WVC Tennis Courts

TO: Board of Trustees

FROM: Bid Committee

DATE: July 21, 2026

RE: WVC Tennis Courts

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 Kieffer Brothers Construction Company for a total of $807,782. Kieffer Brothers Construction Company met all the details within the bid specifications.

WVC Tennis Courts		
Company	**Bid**	**Alternate 1**
Kieffer Brothers Construction Company	$532,563	$275,219

Respectfully submitted,

Cathy Robb
Ryan Hawkins
Sonja Holtz

Department: Wabash Valley College.

Source of Funds: IECC, Wabash Valley College Foundation, The Bolden Trust, Dean Kieffer, the USTA, and other private donations.

Rationale for Purchase: Community led project to rehab and expand the existing tennis courts for the community, the Mount Carmel High School and Wabash Valley.

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.

PROJECT MANUAL

TENNIS COURTS PROJECT
AT
WABASH VALLEY COLLEGE
2200 COLLEGE DRIVE
MOUNT CARMEL, IL 62863
FOR
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT 529
233 E. CHESTNUT, OLNEY IL 62450

By

ADG
ARCHITECTURE & DESIGN GROUP, LTD.
512 MARKET (618)263–3254 MT.CARMEL,IL 62863



Signature:
Date: 04/07/26
Expires: 11/30/26

PROJECT MANUAL - TABLE OF CONTENTS
WVC Tennis Courts
Mount Carmel, IL 62863

Date: 04/07/26

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32 13 13 Portland Cement Concrete Paving
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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
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E-1	LIGHTING PLAN
----	PHOTOMETRIC LIGHTING PLAN

All Drawings dated: 04/07/26

DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS
Section 00 11 13 Notice to Bidders

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the TENNIS COURTS at the WABASH VALLEY COLLEGE, shall be received at the ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT 529, 233 EAST CHESTNUT, Olney, Illinois, until 2:00 p.m. local time, on Tuesday, July 7, 2026, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of sixty (60) days from the bid date.

PRE-BID CONFERENCE

A pre-bid conference will be held at 10:00 a.m. local time on Tuesday, June 30, 2026, at the project site. While attendance is not mandatory, all bidders are encouraged to attend.

METHOD OF BIDDING

Lump Sum Bids will be received for the following:

CONTRACT #1: Complete Construction.

PREPARATION OF BIDS

Bids shall be executed in accordance with attached forms and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project. Faxed Bids will NOT be accepted.

PERFORMANCE BOND

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

CONTRACT DOCUMENTS

Prime Contractors may obtain bidding documents from ADG/Architecture and Design Group, P.O. Box 335, 512 N. Market Street, Mount Carmel, IL 62863, 618 263-3254. Electronic PDF copies of the bidding documents may be transmitted via email at no charge. Up to two hard copy sets may be purchased for $75.00 per set, per bidder, non-refundable. Sets may be purchased in total; individual drawing sheets or specification sections will not be distributed.

SOUTHERN ILLINOIS BUILDERS ASSOC.
1519 E. DeYoung Street, Suite B
Marion, IL 62959

SOUTHERN ILLINOIS BUILDERS ASSOC.
1468 Green Mount Road
O'Fallon, IL 62269

CONSTRUCT CONNECT
30 Technology Parkway South, Suite 100
Norcross, GA 30092

Dodge Construction Network
56 Broad Street
Suite 14070
Boston, MA 02109

BID SECURITY

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

PREVAILING WAGE RATES

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

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SUSPENSION AND DEBARMENT

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

EQUAL OPPORTUNITY EMPLOYER

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

BUSINESS ENTERPRISE PROGRAM (BEP)

Illinois Eastern Community Colleges has an aspirational goal that 20% of this project's material and/or labor will involve small, minority-owned, veteran-owned, and/or women-owned businesses in the procurement process. Prime contractors that do not meet the eligibility criteria as a Business Enterprise Program are encouraged to utilize sub-contractors who do qualify or to utilize material vendors that qualify. To qualify as a Business Enterprise Program entity, prime or subcontractors must be certified by the Department of Central Management Services of the State of Illinois as BEP vendors prior to contract award.

Go to (http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx) for complete requirements for BEP certification.

Bids submitted with small, minority-owned, veteran-owned, and/or women-owned (BEP) business participation; whether as primary contractor, sub-contractor, material vendor, etc.; should indicate the percentage of work associated with the BEP businesses
.
Bids will not be accepted or rejected based on BEP participation.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 - Instructions to Bidders

INSTRUCTION TO BIDDERS: AIA Document A701, Instruction to Bidders, 2018 Edition, Articles 1 through 8 inclusive, is consecutively attached in this Project Manual and is a part of the contract.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 22 13 - Supplementary Instructions to Bidders

INSTRUCTION TO BIDDERS: AIA Document A701, Instruction to Bidders, 2018 Edition, Articles 1 through 8 inclusive, is a part of the contract.

SUPPLEMENTS:

The following supplements modify, change, delete from or add to the Instructions contained in AIA Document A701, Article 3, and Articles 7 through 8. Add Articles 9 and 10. Where any articles of the instructions are modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 3 – BIDDING DOCUMENTS

Modify the following paragraphs:

3.1.2 Bidders purchasing paper Bidding Documents will not receive a refund for returning the paper documents. ~~Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit~~. A Bidder receiving a Contract award may retain the paper Bidding Documents, ~~and the Bidder's deposit will be refunded~~.

3.3.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the architect at least seven calendar days prior to the date for receipt of bids.

3.3.2.1 Written requests for substitutions shall be received by the Architect at least ~~ten~~ seven (7) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

3.4.3 Addenda will be issued no later than four calendar days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

ARTICLE 7 – BONDS

Add the following to paragraph:

7.1.1 Furnish to the Owner bonds in the amount equal to the contract price including labor, materials, utilities, transportation, supplies, equipment, machinery, or rental thereof, dated the same as the contract date.

ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Modify the partial verbiage to read, "the Agreement for the Work will be written on AIA Document A105, Standard Short Form of Agreement Between Owner and Contractor."

ARTICLE 9 - RETAILER'S OCCUPATIONAL TAX

Add the following paragraph as Article 9:

“9.1 Retail sales tax shall not be included in the bid amount. The Owner is exempted by Section 3 of the Illinois Use Tax Act (Section 3, House Bill 1610, approved July 31, 1961. Illinois Revised Statutes 1967, Chapter 120, Section 439.3) from paying any of the taxes imposed by the Act, and sales to the Owner are exempt by Section 2 of the Illinois Retailer’s Occupational Tax Act (Section 2, House Bill 1609, approved July 31, 1961, Illinois Revised Statutes 1967, Chapter 120, Section 441) from any of the taxes imposed by the Act. The Department of Revenue for the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies, and instrumentalities, are not taxable sales.”

ARTICLE 10 - PREVAILING WAGE

Add the following paragraph as Article 10:

“10.1 All Contractors and Subcontractors shall comply with the requirements of the Davis-Bacon Act, 40 U.S.C. 276, and any amendments therein and to the State of Illinois Statutes relative to the “Prevailing Wage Act” pertaining to hourly wages for public works projects. The Bidders attention shall also observe the apprentice training requirement, Illinois Procurement Code, 30 ILCS 500/30-22. All Contractors and all Subcontractors shall see that these requirements are complied with throughout the duration of the work performed under this contract. The Contractors shall file forms with the governmental agencies as required.”

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
00 31 43 - Permit Application

1. GENERAL

A. This Document is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Contractor permits, building permits, and other permits may be required. Contact the Owner, Raccoon Grade School, for additional information.

C. The Contractor will be required to pay for all permits and associated fees for the project.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 42 00 – Bid Proposal Form

PROJECT: TENNIS COURTS
WABASH VALLEY COLLEGE
2200 COLLEGE DRIVE
MOUNT CARMEL, IL 62863

TO: ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT 529
233 EAST CHESTNUT STREET
OLNEY, IL 62450

PROPOSAL FORM:

_____

Bidder:

_____

Address:

_____

_____

(Hereinafter referred to as Bidder)

The Bidder, in compliance with the Notice to Bidders for the construction of the above referenced project, having examined the plans and specifications with related documents and the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all materials and labor, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder acknowledges receipt of the following addenda:
(Bidder is to insert Addendum Number.)

Addendum #_____ Addendum #_____ Addendum #_____ Addendum #_____ Addendum #_____

BID DEPOSIT

The undersigned furnishes herewith, as requested in the Instructions to Bidders, a Bid Deposit in the amount of five (5%) percent of the bid amount in the form of:

Cashier's Check _____ Bank Draft (Payable to the Owner) _____

Certified Check _____ Bid Bond (Owner as the Obligee) _____

It is understood and agreed that, should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely the exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

BASE BID

CONTRACT NO. 1, BASE BID; COMPLETE CONSTRUCTION

$_____

_____

Bidders must show bid amount in both numbers and words.
In case of discrepancy, amount shown in words shall govern.

ALTERNATE BIDS

ALTERNATE BID AB-1: PROVIDE COST FOR TWO ADDITIONAL COURTS AND ASSOCIATED ITEMS.

ADD $_____

Bidders must show bid amount in both words and figures.
In case of discrepancy, amount shown in words shall govern.

TIME OF COMPLETION

If notified of award of this contract within the 30-day Guarantee Period, the undersigned agrees to fully complete the work as bid herein:

_____ Calendar Days

(Give calendar days from Notice to Proceed)

BID GUARANTEE

The undersigned agrees that the Owner shall have the right to retain this bid for a period of sixty (60) days from the date of receiving bids and guarantees the amount or amount set forth to be firm for the same thirty (30) day period.

BID ACCEPTANCE

It is understood and agreed that the Owner reserves the right to award the contract to their interests, to reject any or all bids, and to waive any informalities in bidding. If written notice of the acceptance of this bid is mailed, telefaxed, emailed, or delivered to the undersigned within the time noted herein, after the date of the opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (Standard Form of Agreement Between Owner and Contractor) in accordance with the Bid as accepted, and will furnish contract security in the form of Performance and Payment Bonds, valid Certificates of Insurance and with such surety or sureties as the Owner may approve. All documents shall be executed within 10 days from date of such written notice.

CERTIFICATION

This is to certify that I have visited the project site, have verified existing conditions and measurements and am fully aware of the scope and working conditions.

BIDDER:

Signature _____

Title: _____

Firm Name _____

Address: _____

_____

FEIN: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

For Corporations only, Attested by:

_____
Corporate Secretary

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 43 13 Bid Security Form

1. BID BOND

1.01 Each Bidder is required to post a Bid Bond for 5% of the Base Bid amount. Enclosed is AIA Document A310 Bid Bond. The Bidder may submit this certified check, cashiers' check, or an approved bond from a Surety Company.

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 52 13 Agreement Between Owner and Contractor

1. CONTRACT

1.01 The Bidder of Award is required to complete a contractual agreement with the Owner for the accepted amount of award. Enclosed is AIA Document A105 Standard Short Form of Agreement Between Owner and Contractor. The Contractor will submit the appropriate Certificate of Insurance and Bond Forms for attachment to this document.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 73 00 - Supplementary Conditions

AGREEMENT AND GENERAL CONDITION

AIA Document A105, Standard Short Form of Agreement Between Owner and Contractor, 2017 Edition Articles 1 through 17 inclusive, is a part of the contract.

SUPPLEMENTS

The following supplements modify, change, delete from or add to the General Provisions contained in AIA Document A105, Articles 1 through 17. Where any articles of the general conditions is modified or paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 5 - INSURANCE

Add the following minimum coverages to the following subparagraphs:

“5.1.1 Commercial General Liability: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 aggregate for products-completed operations hazard.”

“5.1.2 Automobile Liability: $1,000,000.”

“5.1.5 Employers’ Liability: $500,000 each accident; $500,000 each employee; $500,000 policy limit.”

“5.1.7 Other Insurance Provided by the Contractor: Umbrella Liability Coverage; $1,000,000 limit.”

Add the following subparagraph to Subparagraph 5.1.4:

“5.1.4.1 Include Workers’ Compensation and Occupational Diseases as required by the State of Illinois Statutory Limits.”

ARTICLE 6 - GENERAL PROVISIONS

Add the following paragraphs to Article 6:

"6.6 Where conflict exists within or between parts of the Contract Documents, or between the Contract documents and applicable standards, codes and ordinances, the more stringent, or higher quality requirements shall apply. Large scale drawings shall take precedence over small scale drawings; figured dimensions on the drawings over scaled dimensions and noted materials over graphic representations."

"6.7 For brevity, certain phrases in the Contract Documents are understood. Unless specifically stated as an obligation of the Owner, it is understood to be an obligation of the Contractor. Where a requirement of the Contract is expressed in the indicative mood, beginning with 'The Contractor shall' the preceding phrase 'the Owner and the Contractor agree that' is understood. Where a requirement of the Contract is expressed in the imperative mood, beginning with such words as: 'Construct', 'Fabricate', etc., the preceding phrase. 'The Owner and the Contractor agree that the Contractor shall' is understood. Where phrases such as 'or equal' or 'approved equal', are used, the following phrase 'by the Owner, or by the Architect acting for the Owner' is understood.

ARTICLE 8 - CONTRACTOR

Add the following subparagraphs to Paragraph 8.8:

“8.8.1 Requested shop drawings and product data submittals shall be digitally transmitted to the Architect/Engineer via email or other such digital file-sharing service. In the event of disapproval, the submittals will be returned to the Contractor with the Architect's comments. After correction of the submittals, the Contractor shall re-submit as required for the original submittal. Upon approval of the submittals, the Architect will return approved copies to the Contractor.”

“8.8.2 Provide sample submittals to the Architect in physical form, unless otherwise specified or directed. Color selection samples may not be transmitted digitally. In the event of disapproval of the sample, the Architect will so notify the Contractor in writing with comments. After correction or replacement of the sample, the Contractor shall resubmit the samples as required for the original submittal. Upon approval of the sample, the Architect will so notify the Contractor in writing."

ARTICLE 12 - PAYMENTS AND COMPLETION

Add the following subparagraphs to Paragraph 12.4:

§12.4.5 Unless otherwise stated in the Agreement, the Owner will retain ten percent (10%) of the amount due the Contractor on Account of progress payments until Final Payment.

§12.4.6 Stored Materials: If payment for stored materials is requested, the Contractor must provide an invoice/s for the material. The request may not exceed the invoice/s amount. Proof of insurance for the material at the stored location shall be provided. Photographs of the stored materials will be provided if requested. The Contractor must accommodate the Architect/Engineer requests if a visit of proof to the stored materials site is deemed necessary.

Add the following subparagraph to Paragraph 12.6:

§ 12.6.4 Final Payment shall be due at the completion of all work as required per contractors contract. If at that time there are any remaining uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Architect shall be withheld until said item or items are complete.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

Add the following subparagraph to Paragraph 15.2:

§ 15.2.4 The Contractor shall furnish digital copies of all inspection and test reports to the Architect/Engineer transmitted digitally via email or other such file-sharing service, in addition to those which may be required by public authorities.

ARTICLE 17 - OTHER TERMS AND CONDITIONS

Add the following paragraphs to Article 17:

§ 17.1 Contractors will be furnished three (3) complete sets of plans & specifications free of charge. Should a Contractor require additional drawings, the Contractor shall have them reproduced at their own expense.

§ 17.2 Progress Meetings - Contractors shall attend construction progress meetings at the Project Site when called by the Architect/Engineer. Such meetings shall be for the purpose of discussing Work progress and schedules, resolving problems, and issuing instructions as may be required. The attendance of subcontractors and suppliers shall be required if so requested by Owner or Architect/Engineer.

§ 17.3 Cleaning Up - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the work the Contractor shall remove all their waste material and rubbish from and about the project as well as all their tools and equipment. The Contractor shall repair any damages caused as a consequence of their work to the buildings and/or grounds. If the Contractor fails to clean up at the completion of the work, the Owner may do so and cost thereof shall be charged to the Contractor.

§ 17.4 All Contractors and Subcontractors employed in this project shall comply with all applicable provisions of all Federal and State laws which prohibit discrimination because of race, color, religion, sex, marital status, national origin, ancestry, age, and physical or mental handicap, and all rules and regulations, promulgated and adopted pursuant thereto.

§ 17.5 Contractors and Subcontractors shall comply with the provision of the Copeland "Anti Kick-Back Act" (40 U.S.C. 276c) as supplemented in U.S. Department of Labor regulations (29 CFR, Part 3).

§ 17.6 Contractors and Subcontractors shall comply with Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375 and as supplemented in the Department of Labor regulations. Contractors and Subcontractors shall also comply with all state statutes and regulations applicable to Equal Employment Opportunity.

§ 17.7 Contractors and Subcontractors shall comply with the Clean Air Act, as amended (42 U.S.C. 1857 et seq.) the Federal Air Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and EPA Regulations (40 CFR, part 15). Contractors and Subcontractors shall also comply with any applicable Illinois State Statutes and/or regulations.

§ 17.8 All Contractors and Subcontractors shall use only steel products in the construction of this project which have been manufactured or produced in the United States."

§ 17.9 Project Supervision: The General Contractor must assign a Project Superintendent to the project. This Project Superintendent shall be responsible for the scheduling of project manpower and materials and generally direct the work. The Project Superintendent shall be present at the project site to provide supervision at all times when three or more workers are present. The General Contractor shall not change the Project Superintendent without prior written consent from the Owner and Architect."

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Document 00 73 43 - Wage Rate Requirements

1. PREVAILING WAGE ACT

1.01 REQUIREMENTS

A. Pursuant to Illinois Compiled Statutes 820 ILCS 130/0.01 et. seq., these specifications list on the following pages, the Illinois Department of Labor prevailing rate of wages for the County where the Contract is being performed and for each craft or type of worker needed to execute the contract.

1. A contractor or subcontractor participating in a public works project must also submit a Certified Payroll **to the public body** every month. This Certified Payroll must consist of a complete copy of the records required to be kept for at least three years.

2. These records must include each worker's name, address, telephone number (if available), social security number, classification(s), hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day.

3. The monthly Certified Payroll shall also include a statement signed by the contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor.

DIVISION 01 - GENERAL REQUIREMENTS
01 11 00 - Project Summary

1. GENERAL

1.01 DESCRIPTION

A. Wabash Valley College Tennis Courts
at
Wabash Valley College
2200 College Drive
Mount Carmel, IL 62863
For
Illinois Eastern Community Colleges
District 529
233 East Chestnut Street
Olney, IL 62450

B. Scope of Work: This project consists of, but not limited to, the existing four tennis courts at Wabash Valley College will be reconstructed with new asphalt paving, coating and court striping, new ADA parking and access, new court fencing, new light poles and lighting, and new net posts and nets. There is an alternate bid, AB-1, for two new additional courts to be added to the east, which includes a larger fence area and re-positioning the court lights.

C. Contracts shall be let for the following work:
CONTRACT NO. 1. - GENERAL CONSTRUCTION

D. Existing Conditions: As the facilities will remain open for services and regular activities during this project, it will be the responsibility of the Contractor(s) to coordinate the work schedule with the Owner to provide the least amount of interference as possible. The Contractor(s) will be ultimately responsible for the protection of the public from injury due to construction and demolition work being performed on the site.

E. Work by Others: No other construction projects are anticipated during this project.

F. Examination of Drawings, Specifications, and Premises: Prior to submitting their Bid, each Bidder will be held to have examined the premises and have fully acquainted themselves with the existing conditions under which they will be obliged to operate and conduct the work. They will further be held to have thoroughly examined all drawings and to have read the General Conditions, the Supplemental Conditions and all of the Specifications which may in any manner affect the work under this contract. Failure to fully acquaint themselves with existing conditions or the amount of work involved will NOT be considered subsequently as a basis for extra compensation.

G. Duties:

1. The General Contractor, except as specifically noted, shall provide and pay for, as called for in order to perform the work of their Contract:
    a. Labor, materials and equipment, tools, construction equipment and machines.
    b. Other facilities and services necessary for proper execution and completion of work.
    c. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

H. Permits: As required for the completion of the work of specific Contracts, secured and paid for by the Contractor.

I. Use of Premises: Do not unreasonably encumber site with materials or equipment, or load structure with weight that will endanger the structure. Assume full responsibility for protection and safekeeping of products.

J. Protection: The General Contractor shall protect existing construction from damage or wear from new construction. Any existing construction disturbed by new work shall be repaired or replaced to match the existing conditions.

K. Infection Control Training: All Contractors, Subcontractors and Workers employed on site in any portion of this project must attend mandatory Infection Control Training before beginning work within the building. This training will be provided by Wabash General Hospital staff and will take approximately one hour per individual.

L. Construction Period: Work may begin at the project site at the Contractor's earliest availability after execution of the Owner-Contractor Agreement.

1.02 COORDINATION

A. The General Contractor shall schedule, manage, and expedite all work under his contract, coordinating his work with all Sub-Contractors, trades, and Owner-provided work so that no conflicts of timing or location occur.

B. Progress:

1. Keep Architect/Engineer informed on the progress of work.
2. Close or cover no work until duly inspected and approved.
3. Uncover uninspected work and, after approval, repair and/or replace all work at no cost to the Owner.
4. Notify Architect/Engineer and Owner at least seven (7) days in advance of utility connections, utility shutoff, mechanical equipment and oil line cut overs, street or alley closings to allow ample time to receive Owner's written approval or procedure to be followed.
5. Coordinate these operations with the Owner and complete same in the minimum amount of time.

C. Protection:

1. Do not close or obstruct streets, entrance drives, sidewalks, or other facilities without permission of the Owner, local authorities, and the Illinois Department of Transportation, as required.
2. Furnish, erect, and maintain barricades, warning lights, signs, and guards as may be required.

D. Personal Conduct Policy:

1. The use of tobacco, electronic vaping products, and cannabis is prohibited on site. Tobacco shall mean cigarette, cigar, pipe, or tobacco in any other form including smokeless tobacco and smokeless tobacco pouches.
2. All members of work crews must remain fully clothed and refrain from using obscene or profane language.

2. PRODUCTS

1.01 DESCRIPTION:

A. See attached documents to this section for United States Tennis Association (USTA) guidelines per USTA 2024 Tennis Courts Construction and Maintenance Manual and American Sports Builders Association Asphalt Guidelines.

WVC TENNIS COURT RECONSTRUCTION SPECIFICATIONS

HMA SPECIAL PROVISIONS
This work shall consist of constructing a 1-1/2" thick hot mix asphalt surface course on a 1-1/2" thick hot mix asphalt binder course on a 4" thick compacted crushed stone base placed over the existing court surface. The work shall be constructed in accordance with the plan drawings, the "American Sports Builders Association Asphalt Guidelines" (attached and made a part of this document), and the applicable portions of the USTA "Tennis Courts Construction and Maintenance Manual" 2024 edition.

<u>Asphalt for Athletic Uses</u>
The Hot Mix Asphalt (HMA) shall be manufactured from a state approved and certified HMA plant. The following documents will be required to be submitted to the Owner:

1. **Approved vendor certificates.**
2. **A Quality Control manual for production oversight and testing measures performed both at the asphalt plant as well as on the job site.**
3. **A List or Organizational Chart showing the personnel responsible for use of equipment and actions of the crew while paving and compacting the asphalt.**

It will be imperative that all documents list a "Person in Charge" who is responsible for the oversight of the construction. This individual will be the point of contact for the Owner and shall work with the Owner to ensure specification compliance. This individual shall be knowledgeable in all aspects of asphalt design, production, and installation and shall be an employee of the paving Contractor.

The low volume surface course shall be constructed with fine-grade, ½" maximum aggregate particle size (Nominal Maximum Aggregate Size of 3/8") or smaller.

A Prime Coat of emulsified asphalt shall be placed on the aggregate base prior to the placement of the binder course and a Tack Coat of emulsified asphalt shall be placed on the prepared surface of the binder course prior to the surface course placement.

<u>Materials</u>
Prime Coat: this shall be an MC-30 placed at a rate of 0.10 gal/sq yd or as directed by the Engineer.
Tack Coat: this shall consist of HFE-90 oil to provide a 0.05 gal/sq yd residual asphalt content.
Hot Mix Asphalt (Low Volume).

Aggregate, mineral filler, and asphalt binder shall meet or exceed the requirements of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" adopted January 1, 2022. The coarse aggregate shall be sound, angular crushed stone or crushed gravel. The fine aggregate shall be well graded, moderately sharp to sharp (angular) sands. No recycled concrete is allowed in the mixture.

The HMA mix design shall be performed in accordance with the Asphalt Institute Manual Series #2 (MS-2), current edition. The HMA mix design developed shall meet the requirements of one of the following for compactive effort in the laboratory:

1. **Marshall, 50-Blow**

2. **Hveem, Low Volume Mix**

The HMA Mix Design shall be performed by qualified personnel.

Bidding documents shall include the Contractor's proposed Asphalt Mixture Design sheets. (Ref. Mix Design Submittal Checklist sheet at the end of this document.)

Testing

Testing required to validate or control the mix supplied is the Paving Contractor' responsibility and will be included in the bid cost of the HMA. Daily maximum theoretical specific gravity (G_{mm}) must be made available to the Contractor's density technician for verifying in-place density within four hours of start of production. Asphalt content, gradation, and bulk specific gravity shall be performed each day of production. Acceptable average measures shall be made by use of a correlated nuclear density gage, a correlated Pavement Quality Indicator or Pave-Tracker (nonnuclear).

The average in-place density measure for the surface course mixture shall be 94% of the (G_{mm}) with no value less than 92.5% of the (G_{mm}).

Equipment

The Tack/Prime Coat Distributor Truck, the Haul Truck, the Paving Equipment, and Rollers must all meet the requirements set forth in these documents.

Preparation for Paving

1. **Remove all fencing and fence posts; remove the existing net posts and net anchor posts. Properly install the sleeves for the proposed fence and net posts as well as the net anchor base.**

2. **Fill all existing court cracks wider than ½-inch with a fine stone aggregate to the top of the existing court surface. Remove all previous crack repair tape that is not completely bonded to the court surface.**

3. **Construct a 4-inch thick compacted CA-6 crushed stone debonding base layer on the existing surface and extending to a minimum of 18" beyond the proposed fence line. This work shall be accomplished by placing the aggregate with an asphalt paver. String lines must be used to assure the proper depth and grade of the finish surface of the stone base. The elevation, slope, and smoothness of the stone base must be verified.**

4. **Place a prime coat of MC-30 oil at a rate of 0.10 gal/sq yd or as directed by the Engineer.**

5. **Inspect the aggregate surface and repair or recompact any areas that may have been damaged due to the tires of the oil distributor.**

1. **Install string lines for the guidance of the asphalt paver.**

2. **Place and compact the 1-½" binder course; inspect and verify the elevations; smooth any variations more than an elevation of 1/8" from plan; then place the tack coat in preparation of the final asphalt surface course.**

3. **Again, place string line for the guidance of the paver and then place and compact the 1-1/2" surface course.**

4. **Sawed control joints shall be dry cut with a 1/8" wide blade through the top layer of asphalt and to a depth of 1" into the binder course. The cut should be made as soon as the cutting machine wheels do not leave any marks in the new pavement. The joint should be centered between net posts, and centered between side lines of adjacent courts.**

Pavement Placement

1. **Install the HMA which will generally arrive on the project between 270 – 300° Fahrenheit asphalt in weather conditions that are dry, no rain, snow, or other forms of precipitation falling or imminent and with a temperature of 50° and rising.**

2. **Establish an acceptable rolling pattern with the assistance of the density technician.**

3. **Surface Course longitudinal joints must be smooth and true. Detail and submit to the Owner a paving plan on the site prior to the placement of the asphalt.**

4. **The entire surface course shall be paved on the same day for each lift.**

5. **Rolling shall start as soon as the HMA can be compacted without displacement. Rolling shall continue until the HMA is thoroughly compacted and all roller marks have disappeared. Compact the HMA to a minimum in-place density of 94% of the (G_{mm}).**

6. **Smoothness shall meet the requirement of no greater than 1/8" in 10 ft. for the surface course.**

7. **Thickness of the overall surface mat shall be within ¼" and no minus of the specified plan thickness at all locations.**

8. **Minimize the number of paving joints. Construct the longitudinal joints by paving in a hot fashion with a temperature of not less than 220° to ensure maximum performance.**

9. **Compact all joints to provide for a neat, uniform tightly bonded joint that will meet both surface tolerances and density requirements.**

10. **Ensure positive drainage off the courts surface. Any ponding of water is not acceptable and shall require correction or replacement at the Contractor's expense and as directed by the Engineer. Flood the pavement area as directed by the Owner and in the presence of the Engineer and paving Contractor to determine positive drainage acceptability.**

11. **Protect the new HMA surface until such time that coating can be placed upon the properly compacted asphalt, particularly during other construction activities between asphalt installation and athletic surface installation.**

12. **Excessive leveling and smoothness corrections required to be performed by the paving contractor shall be the responsibility of the paving contractor.**

FENCING REQUIREMENTS
Fence post footing and sleeves shall be installed prior to the paving operations. The tops of the fence posts footings must terminate below the asphalt pavement to minimize reflective or radial cracking of the new asphalt surface.

The chain-link fabric shall be vinyl coated, 9-gauge, 1-3/4" sized mesh. Fence fabric shall have selvages, both top and bottom, bent double.

Fence frames will be galvanized steel posts, rails, and accessories.

The fence located at each end of the courts as well as a 30 foot return on the sides of the courts and the dividing fence shall be 8 feet high. The fence along the mid portion of the courts shall be 42" high. 8 foot fencing line posts will be 3" diameter while 42" high fencing line posts will be 2-1/2" diameter. Top and Bottom rails will be required for both the 8 foot fence and 42" high fence. Post spacing shall be 10 foot maximum for all fencing. Chain-link fence fabric is attached to line posts with wires every 12". The fabric is attached to the terminal posts with tension bands and tension bars 12" on center minimum. The fence fabric is tied to the top and bottom rails at intervals of approximately 18". The fence fabric must be placed on the court side of the fence posts. See the accompanying drawing for fence post concrete footings and further fencing details.

NET POSTS AND CENTER ANCHORS
The net post footings, sleeves, and center strap anchor shall terminate below the proposed asphalt surface.

The net posts shall be 3" diameter steel posts equipped with a winding mechanism to tighten the net. The net posts and winding mechanisms must come from an approved manufacturer and be approved by the Owner prior to installation.

Net posts shall be set in sleeves for easy removal or replacement. The depth to the bottom of the footing shall be a minimum of 72" below the playing surface. The sleeves may be made of minimum Schedule 40 PVC or an approved equal.

Posts to be set at 42'-0" center to center.

Details of the net posts as shown on the accompanying drawing.

The anchor shall be constructed as shown on the accompanying drawing.

ACRYLIC COURT SURFACE SYSTEM
The entire court footprint will be covered with an Owner approved color coating system that provides 2 coats of acrylic coat filler and 2 coats of an acrylic surface. The court lines shall be painted with 2 coats of acrylic line paint recommended by the color coating manufacturer.

Once cured, the asphalt pavement is prepared for application of a color surface. To properly apply a color coating system, the new pavement must be thoroughly cleaned to ensure all foreign materials are removed. At this time, the pavement is flooded with water and allowed to drain to check for planarity. Low areas are defined as any areas where standing water more than 1/16" deep remains after the drainage of the area has been ceased and after one hour at 70 degrees F or

above in sunlight. High areas should be leveled by scraping or grinding. Low areas in the surface should be patched and leveled according to the recommendations of the manufacturer of the color surface prior to proceeding with coating.

Once the pavement has been properly prepared, the next step is the application of filler or texture coats. No coating work, including filler coats, may be performed when rain is imminent or when the surface or air temperatures are below 55 degrees F for 24 hours before and after the application of each coat. One or more filler coats, compatible with and approved by the colored surface supplier should be applied to remove minor surface irregularities and to fill the voids in the asphalt surface. Typically, the filler coat or coats consist of an acrylic binder mixed with sand aggregate and are applied with a squeegee. Following their application, filler materials should be thoroughly dried and cured. If shrinkage cracks appear, they must be addressed prior to application of subsequent coats of surfacing material.

Color finish coats are applied next. A minimum of two coats of color coating are applied with a squeegee. All color coats should contain sand. These coatings should be applied smoothly and to a uniform thickness over the entire court surface.

Each coat should dry thoroughly before a succeeding coat is applied in accordance with the recommendations of the manufacturer. Once coated and thoroughly dried, the court is lined. All dimensional measurements are to the outside of the line. The lines shall be white and shall be continuous.

The lines are taped with the use of a taping machine. Lines are painted with two coats of textured latex or acrylic line paint recommended by the manufacturer of the color coating system. A primer should be used over the masking tape prior to painting to prevent paint from bleeding under the tape. Lines shall be hand-brushed or rolled, not sprayed.

<u>Closeout</u>
Remove all waste materials from the site and dispose of properly.

Notify the Owner when all work is complete.

Supply the Owner with Notarized Certificate of Compliance for all products used on the project.

Supply the Owner with density determinations and yield calculations for the HMA Surface Course.

DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS
Section 00 91 13 – Addendum

DATE: July 2, 2026

ADG/Architecture & Design Group, Ltd.
P.O. Box 335, 512 Market Street
Mt. Carmel, IL 62863

TO: Prospective Bidders

SUBJECT: ADDENDUM NO. 1 TO THE BIDDING DOCUMENTS FOR:

TENNIS COURTS PROJECT AT WABASH VALLEY COLLEGE

BID DATE: Tuesday, July 7, 2026, 2:00 p.m. local time.

This addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding Documents, dated April 7, 2026. Acknowledge receipt of this addendum by inserting its number into the appropriate space provided in the Bid Form.
FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.
****

Project Manual:
1. Section 08 72 43-Acrylic Colored Tennis Court Surfacing & Re-Surfacing System:
Per specifications and drawings related to this section, ICP Building Solutions Group, Plexipave, is an acceptable manufacturer.

DRAWINGS:
1. Sheet E-1: See attached new Sheet E-1 with Light Pole Base Detail for new light poles.

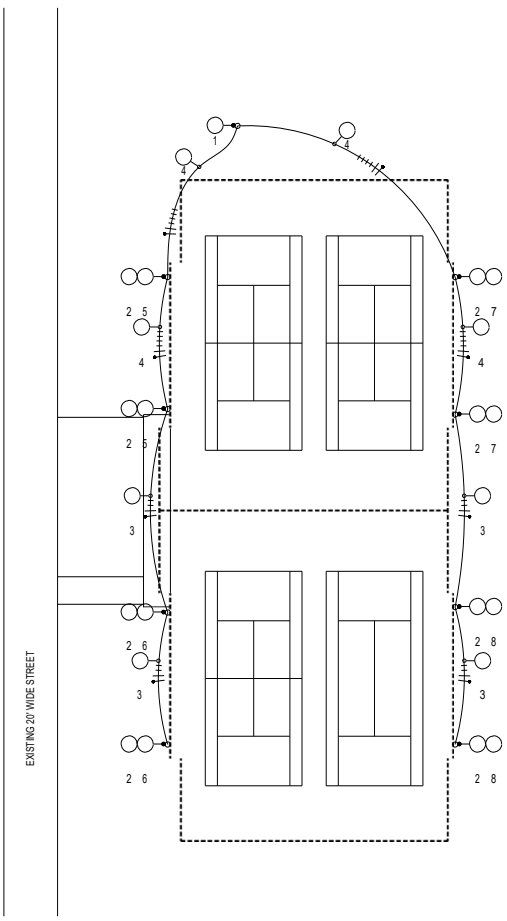
2. Sheet E-1: Contractor to provide (4) new GFCI outlets with one at each corner light pole (northeast, northwest, southwest and southeast poles).

3. Sheet E-1 and Photometric Lighting Plan:
Alternate Bid AB-1, re-positioning of lights: Contractor to add an allowance of $25,000 for additional lights on new light poles to accommodate new lighting levels for six tennis courts in lieu of four courts (base bid).



Signature Jason Wright

Date 07/02/2026
License Expires 11/30/2026



1 ELECTRICAL KEYED NOTES:

1 EXISTING UTILITY ELECTRIC POLE SHALL REMAIN. POLE CONTAINS A CUTLER HAMMER, 120/240V, 200A, SINGLE PHASE LOAD CENTER.

2 REMOVE (4) EXISTING 60A/2P CIRCUIT BREAKERS AND INSTALL (4) 30A/2P CIRCUIT BREAKERS FOR NEW TENNIS COURT LIGHTS.

3 INSTALL NEW 35 FOOT STEEL POLE AND (3) LIGHT FIXTURES AS SCHEDULED. SEE THE POLE BASE DETAIL THIS SHEET. PROVIDE TENON TOP BRACKET. AIM FIXTURES FOR OPTIMUM LIGHT LEVELS.

4 ROUTE 2-#8 AWG & #10 AWG GND IN A 1" PVC CONDUIT BURIED 36" BELOW GRADE.

5 ROUTE 4-#8 AWG & #10 AWG GND IN A 1" PVC CONDUIT BURIED 36" BELOW GRADE.

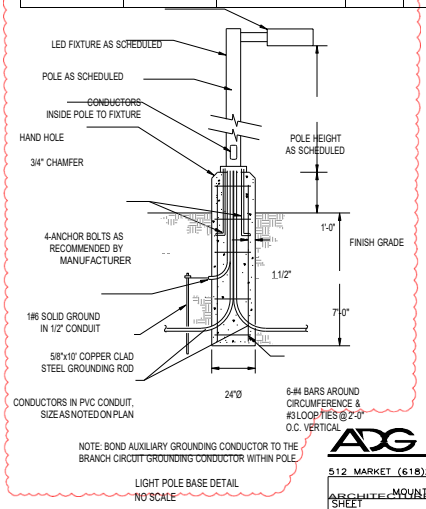
6 THESE FIXTURES SHALL BE ON CIRCUIT #1.

7 THESE FIXTURES SHALL BE ON CIRCUIT #2.

8 THESE FIXTURES SHALL BE ON CIRCUIT #3.

9 THESE FIXTURES SHALL BE ON CIRCUIT #4.

LIGHTING SCHEDULE				
MANUF.	MANUF.	MODEL NUMBER	VOLT	WATTS
LIGHT FIXTURE	LSI	ZNF110L-MWF-UNV-50-BK	UNV	783
LIGHT POLE	LSI	RTP-T-S11G35-N-BLK		
TENON BRACKET	LSI	BKS-PTB-13-30		



LIGHT POLE BASE DETAIL
NO SCALE

ADG
512 MARKET (618)263-3254 MT.CARMEL,IL 62863
ARCHITECTURE ENGINEERING GROUP, LTD.
MOUNT CARMEL, ILLINOIS

SHEET 05
PVC TENNIS COURT RECONSTRUCTION
DATE 01/29/26
BY
REV

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529
TREASURER'S REPORT
June 30, 2026

FUND	BALANCE
Educational	$ 8,547,252.08
Operations & Maintenance	1,007,395.57
Operations & Maintenance (Restricted)	1,400,837.93
Bond & Interest	269,646.83
Auxiliary	1,138,206.79
Restricted Purposes	205,153.81
Working Cash	690,906.59
Trust & Agency	768,121.07
Audit	22,508.80
Liability, Protection & Settlement	906,746.72
TOTAL ALL FUNDS	$ 14,956,776.19

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
June 30, 2026

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	$ 8,573,552	$ 1,007,396	$ 1,400,838	$ 269,647	$ 1,158,707	$ 205,154
Investments	8,668,930	2,830,409	4,652,252	-	1,973,954	-
Accounts Receivable	3,091,759	325,559	-	-	331,936	-
Other Receivables	1,292,129	-	-	-	-	1,065
Restricted Cash	-	-	4,445,092	-	-	-
Inventory	-	-	-	-	485,671	-
Other Assets	1	-	27,691	-	-	500,943
Due From Other Funds	-	-	-	-	-	-
Total Assets	$ 21,626,371	$ 4,163,364	$ 10,525,873	$ 269,647	$ 3,950,268	$ 707,162
LIABILITIES						
Accounts Payable	$ 45,505	$ 16,929	$ 85,771	$ -	$ 96,262	$ 3,254
Accrued Payroll Liabilities	20,630	-	-	-	-	-
Other Accrued Liabilities	4,974,064	333,068	18,330	-	86,078	-
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	5,040,199	349,997	104,101	-	182,340	3,254
FUND BALANCES						
Non-Spendable	-	-	-	-	485,671	-
Restricted						
Board Designated	11,563,100	1,988,472	-	-	-	-
Other Purposes	-	1,704,633	4,655,352	269,647	-	-
Encumbered	2,038,120	120,262	5,766,420	-	439,936	203,226
Unassigned	2,984,952	-	-	-	2,842,321	500,682
Total Fund Balances	16,586,172	3,813,367	10,421,772	269,647	3,767,928	703,908
Total Liabilities and Fund Balances	$ 21,626,371	$ 4,163,364	$ 10,525,873	$ 269,647	$ 3,950,268	$ 707,162

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
June 30, 2026

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	$ 690,907	$ 768,121	$ 22,509	$ 906,747	$ 15,003,578
Investments	4,129,968	-	-	-	22,255,513
Accounts Receivable	-	-	-	-	3,749,254
Other Receivables	42,978	3,366	-	-	1,339,538
Restricted Cash	-	-	-	-	4,445,092
Inventory	-	-	-	-	485,671
Other Assets	-	-	-	-	528,635
Due From Other Funds	-	-	-	-	-
Total Assets	$ 4,863,853	$ 771,487	$ 22,509	$ 906,747	$ 47,807,281
LIABILITIES					
Accounts Payable	$ -	$ 919	$ -	$ (120)	$ 248,520
Accrued Payroll Liabilities	-	-	-	-	20,630
Other Accrued Liabilities	-	-	-	(14,952)	5,396,588
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	919	-	(15,072)	5,665,738
FUND BALANCES					
Non-Spendable	4,815,000	-	-	-	5,300,671
Restricted					
Board Designated	-	-	-	-	13,551,572
Other Purposes	48,853	765,602	22,509	805,195	8,271,791
Encumbered	-	4,966	-	116,624	8,689,554
Unassigned	-	-	-	-	6,327,955
Total Fund Balances	4,863,853	770,568	22,509	921,819	42,141,543
Total Liabilities and Fund Balances	$ 4,863,853	$ 771,487	$ 22,509	$ 906,747	$ 47,807,281

Illinois Eastern Community Colleges
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
For the Period Ended June 30, 2026

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES						
Property Taxes	$ 5,129,741	$ 1,847,310	$ 202,269	$ 2,474,501	$ -	$ -
Replacement Taxes	-	808,933	-	-	-	-
ICCB Grants	12,995,683	305,523	56,200	-	-	1,139,555
Federal Grants	-	-	-	-	-	8,378,410
Tuition & Fees	11,512,647	856,718	-	-	228,999	-
Charges for Services	52,238	112,780	-	-	2,177,573	-
Interest	483,014	104,349	275,666	27,948	81,652	21,000
Other Revenues	312,412	11,192	1,428,917	-	371,458	84,164
Total Revenues	30,485,735	4,046,805	1,963,052	2,502,449	2,859,682	9,623,129
EXPENDITURES						
Payroll	15,517,727	1,280,956	-	-	2,174,102	1,768,662
Benefits	2,727,777	325,490	-	-	284,754	373,546
Contractual Services	1,567,134	463,524	927,975	-	499,733	325,696
Supplies	1,328,150	222,242	120,969	-	1,036,792	362,395
Travel	187,916	181	-	-	543,801	115,576
Fixed	34,504	75	143	2,752,613	250,765	(3,245)
Utilities	58,809	1,455,999	-	-	-	-
Capital Outlay	60,477	70,913	2,917,935	-	(3,665)	58,629
Other	186,516	459	-	-	114,247	1,822,067
Scholarships, Student Grants, & Waivers	4,830,519	-	-	-	712,081	4,984,301
Total Expenditures	26,499,529	3,819,839	3,967,022	2,752,613	5,612,610	9,807,627
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,986,206	226,966	(2,003,970)	(250,164)	(2,752,928)	(184,498)
TRANSFERS						
Net Transfers	(2,290,449)	-	-	-	2,400,449	-
Total Transfers	(2,290,449)	-	-	-	2,400,449	-
Net Change in Fund Balance	1,695,757	226,966	(2,003,970)	(250,164)	(352,479)	(184,498)
Fund Balance - Beginning	14,890,415	3,586,401	12,425,742	519,811	4,120,407	888,406
Fund Balance - Ending	$ 16,586,172	$ 3,813,367	$ 10,421,772	$ 269,647	$ 3,767,928	$ 703,908

Illinois Eastern Community Colleges
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
For the Period Ended June 30, 2026

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
REVENUES					
Property Taxes	$ -	$ -	$ 107,158	$ 1,519,062	$ 11,280,041
Replacement Taxes	-	-	-	-	808,933
ICCB Grants	-	-	-	-	14,496,961
Federal Grants	-	-	-	-	8,378,410
Tuition & Fees	-	-	-	-	12,598,364
Charges for Services	-	20,137	-	-	2,362,728
Interest	32,525	21,821	781	28,310	1,034,088
Other Revenues	-	576,378	-	52,319	2,836,840
Total Revenues	35,525	618,336	107,939	1,599,691	53,796,365
EXPENDITURES					
Payroll	-	-	-	-	20,741,447
Benefits	-	-	-	206,232	3,917,799
Contractual Services	-	5,048	82,187	72,311	3,943,608
Supplies	-	21,764	-	10,053	3,102,365
Travel	-	16,514	-	-	863,988
Fixed	-	-	-	579,683	3,614,538
Utilities	-	-	-	-	1,514,808
Capital Outlay	-	-	-	-	3,104,289
Other	-	(15,197)	-	3,021	2,111,113
Scholarships, Student Grants, & Waivers	-	453,318	-	-	- 10,980,219
Total Expenditures	-	481,447	82,187	871,300	53,894,174
Excess (Deficiency) of Revenues Over (Under) Expenditures	35,525	136,889	25,752	728,391	(97,809)
TRANSFERS					
Net Transfers	(110,000)	-	-	-	-
Total Transfers	(110,000)	-	-	-	-
Net Change in Fund Balance	(77,475)	136,889	25,752	728,391	(97,809)
Fund Balance - Beginning	4,941,328	633,679	(3,243)	193,428	42,196,374
Fund Balance - Ending	$ 4,863,853	$ 770,568	$ 22,509	$ 921,819	$ 42,098,565

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
June 30, 2026

Unaudited

	ALL FUNDS	
	Fiscal Year 2026	**Fiscal Year 2025**
ASSETS:		
CASH	$ 15,003,576	$ 12,891,332
CDB PROJECT TRUST	4,445,092	5,070,240
PREPAID EXPENSES	-	-
INVESTMENTS	22,255,512	24,844,666
RECEIVABLES	5,045,814	4,780,110
ACCRUED REVENUE	-	74,714
INVENTORY	485,671	485,671
OTHER ASSETS	485,671	484,848
FIXED ASSETS (Net of Depr)	35,923,593	34,105,622
TOTAL ASSETS AND OTHER DEBITS:	$ 83,644,929	$ 84,237,203
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	$ 5,678	$ (78)
ACCOUNTS PAYABLE	317,528	20,383
ACCRUED EXPENSES	-	-
INTERFUND PAYABLES	-	-
DEFERRED REVENUE	4,952,265	4,518,344
L-T DEBT GROUP (FUND 9)	12,791,509	14,383,497
OPEB (Prior Year Restated for GASB 75 Implementation)	5,983,109	6,280,647
INTERFUND PAYABLES	-	1,500,000
OTHER LIABILITIES	390,268	391,018
TOTAL LIABILITIES:	24,440,357	27,093,811
FUND BALANCES:		
FUND BALANCE	33,366,043	40,660,809
INVESTMENT IN PLANT (Net of Depr)	35,923,593	34,105,622
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(18,774,618)	(20,664,144)
RESERVE FOR ENCUMBRANCES	8,689,554	3,041,105
TOTAL EQUITY AND OTHER CREDITS	59,204,572	57,143,392
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	$ 83,644,929	$ 84,237,203

ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2024-2026

		FISCAL YEAR 2024			FISCAL YEAR 2025			FISCAL YEAR 2026			
College	Category	Budget	Spent Thru June	% of Budget	Budget	Spent Thru June	% of Budget	Tentative Budget	Spent Thru June	% of Budget	% of Year
Frontier	Bills		$ 787,312			$ 814,199			$ 2,241,608		
	Payroll		2,260,348			2,460,650			8,992,655		
	Waivers		679,398			525,550			492,817		
	Totals	$ 3,936,161	3,727,058	95%	$ 4,523,243	3,800,399	84%	12,358,397	11,727,080	95%	100%
Lincoln Trail	Bills		$ 1,183,055			$ 1,139,346			$ 963,049		
	Payroll		2,303,138			2,670,431			1,232,111		
	Waivers		894,436			654,475			735,532		
	Totals	$ 4,542,114	4,380,629	96%	$ 4,760,106	4,464,252	94%	3,453,233	2,930,692	85%	100%
Olney Central	Bills		$ 2,040,245			$ 1,935,282			$ 927,280		
	Payroll		4,573,792			5,073,269			1,220,714		
	Waivers		689,471			527,522			434,917		
	Totals	$ 7,643,937	7,303,508	96%	$ 7,622,079	7,536,073	99%	3,482,828	2,582,911	74%	100%
Wabash Valley	Bills		$ 1,560,296			$ 1,394,112			$ 993,776		
	Payroll		3,028,620			3,375,005			1,086,732		
	Waivers		1,199,591			763,005			689,439		
	Totals	$ 5,915,330	5,788,507	98%	$ 5,816,006	5,532,122	95%	3,343,335	2,769,947	83%	100%
Workforce Educ.	Bills		$ 224,374			$ 220,217			$ 157,323		
	Payroll		811,600			778,255			640,570		
	Waivers		1,989,922			1,946,534			1,504,658		
	Totals	$ 2,619,370	3,025,896	116%	$ 2,740,542	2,945,006	107%	2,752,534	2,302,551	84%	100%
District Wide	Bills		$ 4,862,912			$ 4,271,037			$ 3,407,130		
	Payroll		$ 4,185,636			3,653,081			3,625,901		
	Waivers		$ 290,798			1,038,633			973,156		
	Totals	$ 9,824,759	$ 9,339,346	95%	$ 9,389,968	8,962,751	95%	7,916,139	8,006,187	101%	100%
GRAND TOTALS		$ 34,481,671	$ 33,564,944	97%	$ 34,851,944	$ 33,240,603	95%	$ 33,306,466	$ 30,319,368	91%	100%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Revenues & Expenditures Report
For the Period Ended June 30, 2026

Unaudited

REVENUES

	FY 2026		FY 2025		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	$	%
Property Taxes	$ 6,977,051	20.20%	$ 6,254,946	0.00%	$ 722,105	11.545%
Replacement Taxes	808,933	2.34%	757,219	0.00%	51,714	6.829%
ICCB Grants	13,301,206	38.52%	13,853,774	17.87%	(552,568)	-3.989%
Tuition & Fees	12,369,364	35.82%	13,147,645	81.10%	(778,281)	-5.920%
Charges for Services	166,019	0.48%	163,702	0.20%	2,317	1.415%
Interest	587,365	1.70%	651,281	0.82%	(63,916)	-9.814%
Other Revenues	322,601	0.93%	487,719	0.02%	(165,118)	-33.855%
	$ 34,532,539	100.00%	$ 35,316,286	100.00%	$ (783,747)	-2.219%

EXPENDITURES

	FY 2026		FY 2025		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	$	%
Salaries	$ 16,798,683	55.41%	$ 18,010,691	21.43%	$ (1,212,008)	-6.729%
Employee Benefits	3,053,267	10.07%	3,069,950	4.56%	(16,683)	-0.543%
Contractual Services	2,030,658	6.70%	2,573,879	5.00%	(543,221)	-21.105%
Materials	1,550,392	5.11%	1,863,463	5.96%	(313,071)	-16.800%
Travel & Staff Development	188,097	0.62%	219,862	0.14%	(31,765)	-14.448%
Fixed Charges	34,579	0.11%	46,963	0.15%	(12,384)	-26.370%
Utilities	1,514,808	5.00%	1,452,112	2.33%	62,696	4.318%
Capital Outlay	131,390	0.43%	405,601	1.44%	(274,211)	-67.606%
Other	5,017,494	16.55%	5,598,082	58.99%	(580,588)	-10.371%
	$ 30,319,368	100.00%	$ 33,240,603	100.00%	$ (2,921,235)	-8.788%

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										
FCC - Athletic Facility	Insurance/Bond Proceeds/Fundraising	$5,651,000										
Emergency Repairs - LTC	Insurance Proceeds	$458,162										
Wattleworth Hall 3rd Floor Remodel - OCC	Bond Proceeds	$1,345,000										
GRAND TOTAL		$21,690,562	Board Approval	Preliminary Design	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

6/30/2026

MEMORANDUM

TO: Board of Trustees

FROM: Cathy Robb

DATE: July 21, 2026

RE: Personnel Report

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

INDEX

400.1. Employment of Personnel
400.2. Voluntary Separation Incentive Program Acceptance
400.3. Resignation Ratification

PERSONNEL REPORT

400.1 Employment of Personnel

1. Math Instructor, OCC, Academic Affairs effective August 12, 2026
2. Math Instructor, WVC, Academic Affairs effective August 12, 2026
3. STEM Dean of Instruction, WVC, Academic Affairs effective July 27, 2026
4. Director of Performing Arts, LTC effective July 27, 2026
5. Custodian, LTC effective July 27, 2026
6. Custodian, LTC effective July 27, 2026

400.2 Voluntary Separation Incentive Program Acceptance

1. Lori Barger, Information Specialist, DO effective December 31, 2026
2. Cris Costantino, Research Data Analyst, DO effective August 30, 2026
3. Julie Courtney, Student Support Specialist, LTC, Student Affairs effective August 30, 2026
4. Eva Fatheree, Coordinator of Curricular Reporting and Articulation, OCC, Academic Affairs effective December 31, 2026
5. Jeff Gumbel, Manager of Web, Online, and Integration Systems, DO effective August 30, 2026
6. Steve Patberg, Registrar, WVC, Student Affairs effective December 31, 2026
7. Dave Wingert, Systems Administrator, DO effective December 31, 2026

400.3 Resignation Ratification(s)

1. Jack Knittle, Math Instructor, WVC, Academic Affairs effective August 4, 2026
2. Danyelle Ayres, Director of ICAPS and Instruction and Transition, FCC, Institutional Outreach effective June 30, 2026
3. Jesus Gonzalez, Head Men's & Women's Soccer Coach, LTC effective July 15, 2026