

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

October 21, 2014



Location:

**Olney Central College
305 North West Street
Olney IL 62450**

**Dinner – 6:00 p.m. – Banquet Room
Meeting – 7:00 p.m. – Banquet Room**

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**

**October 21, 2014
7:00 p.m.
Olney Central College
Banquet Room**

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Public Hearing on 2014 Tax Levy..... Fischer
4. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
5. Public Comment
6. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
7. Policy First Reading (and Possible Approval) Bruce
 - A. Hazing
 - B. Assignment of Credits
8. Policy Second Reading Bruce
 - A. Employment of Family Members
9. Staff Recommendations for Approval
 - A. Certificate of Compliance with the Truth in Taxation Law Browning
 - B. Certificate of Tax Levy for FY2016 Browning
 - C. GASB Designation of Tax Levy Year Browning
 - D. “Consideration and action on a Resolution authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving the HVAC in the District’s facilities, and authorizing the issuance of General Obligation Debt Certificates (Limited Tax), Series 2014, of the District.” Bruce
 - E. “Consideration and action on a Resolution calling a public hearing concerning the intent of the Board of Trustees to sell \$3,175,000 Funding Bonds and \$1,325,000 Protection, Health and Safety Bonds.” Bruce
 - F. Annual Financial Report Bruce
 - G. Eligibility for Special Tax Levy Bruce
 - H. Health Savings Accounts, Calendar Year 2015..... Bruce
 - I. Employee Health and Dental Insurance Renewal..... Bruce
 - J. Approval of Tax Abatement – Mt. Carmel/Wabash County Bruce

- K. Approval of Tax Abatement – Olney/Richland CountyBruce
- L. Approval of Tax Abatement – Jasper County.....Bruce
- M. Radiography Program Application RevisionsBruce
- N. Affiliation AgreementsBruce
 - Good Samaritan Hospital – Vincennes – Medical Office Assistant & Medical Coding – OCC
 - Paris Community Hospital – Paris - Phlebotomy – OCC
 - Way-Fair Nursing Home – Fairfield - Health Informatics – FCC
 - Marion Eye Center – Marion – Health Informatics – FCC
 - Richland Memorial Hospital – Olney – Health Informatics – FCC
 - Street Chiropractic – Olney – Health Informatics Program - FCC
- 10. Bid Committee Report
 - Lincoln Trail College
 - 1. 12-Passenger Van (Extended Wheel Base)
 - Olney Central College
 - 1. 12-Passenger Van (Extended Wheel Base)
 - Wabash Valley College
 - 1. 12-Passenger Van (Extended Wheel Base)
- 11. District Finance
 - A. Financial ReportBrowning
 - B. Approval of Financial ObligationsBrowning
- 12. Chief Executive Officer’s Report.....Bruce
- 13. Executive Session.....Bruce
- 14. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes.....Bruce
 - B. Audio Executive Session MinutesBruce
- 15. Approval of Personnel Report.....Bruce
- 16. Collective Bargaining.....Bruce
- 17. LitigationBruce
- 18. Other Items
- 19. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria at Lincoln Trail College, 11220 State Highway 1, Robinson, IL 62454, Tuesday, September 16, 2014.

(Without objection, the Board approved the appointment of Kathy Slichenmyer to serve as Acting Board Secretary for this meeting.)

AGENDA #1 – “Call to Order & Roll Call” – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Secretary to call the roll.

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

Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, William C. Hudson Jr., Marilyn J. Wolfe. Also absent was Carrie Stephens, student trustee. Trustees absent: John D. Brooks. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(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:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.

Gerald “Jay” Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Kathy Harris, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Robert Conn, Dean of Instruction of Lincoln Trail College

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Chris Cantwell, Dean, Academic & Student Support.

LeAnn Hartleroad, Associate Dean, Institutional Development

Alex Cline, Director of Information & Communication Technology

Michael Thomas, Dean of Workforce Education

Abbreviations Used in Minutes:

CARLI – Consortium of Academic & Research Libraries in Illinois

CDB – Capital Development Board

DO – District Office

DOC – Department of Corrections

FCC – Frontier Community College
HESI – Health Education Systems Incorporated
HLC – Higher Learning Commission
HRSA – Health Resources & Services Administration
ICAHN – Illinois Critical Access Hospital Network
ICCB – Illinois Community College Board
ICCTA – Illinois Community College Trustees Association
IDPH – Illinois Department of Public Health
IECC – Illinois Eastern Community Colleges
IECEA – Illinois Eastern Colleges Education Association
IEMA – Illinois Emergency Management Agency
LTC – Lincoln Trail College
LWIB – Local Workforce Investment Board
OCC – Olney Central College
PHS – Protection, Health & Safety
SSS – Student Support Services
SBDC – Small Business Development Center
SSC – Student Services Committee
SURS – State Universities Retirement System
UIUC – University of Illinois Urbana Champaign
WED – Workforce Education
WVC – Wabash Valley College

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, August 19, 2014 were presented for disposition.

Board Action to Approve Minutes: Trustee Gary Carter made a motion to approve the minutes of the foregoing meeting. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

AGENDA #3 – “Budget Hearing” – The Chairman announced that the next agenda item for the Board of Trustees is a public hearing to receive comments on the fiscal year 2015 budget. The Chair asked for a motion that the Board recess its regular meeting and reconvene immediately following the budget hearing. Trustee Brenda Culver made a motion that the Board recess its regular meeting and reconvene immediately following the budget hearing. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No”. The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

#3-A. Motion to Convene Budget Hearing: Trustee Brenda Culver made the following motion: “I move that Illinois Eastern Community College District #529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and

White now convene a budget hearing on this 16th day of September, 2014. The purpose of the budget hearing is to receive public comments on the FY15 Budget of the District.” Trustee William Hudson seconded the motion. The chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

#3-B. Hearing on FY2014 Budget: The Chairman declared that the Board is now in a hearing on the FY2015 budget and directed the Secretary to call the roll for Board attendance. The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present: Gary Carter, G. Andrew Fischer, Michael K. Correll, Brenda K. Culver, William C. Hudson Jr., Marilyn J. Wolfe. Student Trustee Carrie Stephens was absent. Trustees absent: John D Brooks. The Chair declared that a quorum is present and the budget hearing is now open.

#3-C. Public Oral Testimony: The Chairman asked if any member of the public wished to provide oral testimony on the FY2015 budget. There was no oral testimony presented.

#3-D. Public Written Testimony: The Chairman asked if any member of the public wished to provide written testimony on the FY2015 budget. There was no written testimony presented.

#3-E. Public Hearing Adjourned: The Chairman announced that all persons desiring to be heard have been given an opportunity to provide oral and written testimony with respect to the FY2015 community college district budget and asked for a motion to adjourn the hearing. Trustee Gary Carter made a motion that the public hearing be adjourned. Trustee Brenda Culver seconded the motion and on a roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried and that the budget hearing was adjourned and pursuant to the motion to recess, the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

AGENDA #4 – “Recognition of Visitors & Guests”

#4-A. Visitors & Guests: Kathy Harris, LTC President introduced new staff members, representatives from the LTC Foundation and Robinson Daily News Reporter.

#4-B. IECEA Representative: None.

AGENDA #5 – “Public Comment”: None.

AGENDA #6 – “Reports”

#6-A. Report from Trustees: None.

#6-B. Report from Presidents: Presidents Gerald “Jay” Edgren, FCC, Matt Fowler, WVC, Kathy Harris, LTC and Rodney Ranes, OCC gave an Enrollment Management Plan Update. Videos were presented of students and faculty from WVC and FCC concerning their community college experience and expressing their gratitude to the retention coordinator who assisted them at their campus.

#6-C. Report from Cabinet: Chris Cantwell reported on Constitution Day activities at each of the four IECC College campuses on Wednesday, September 17, 2014.

AGENDA #7 – “Policy First Readings (and Possible Approval)”:

#7-A. Smoke Free Campus - As discussed at the August Board meeting, the Illinois Smoke Free Campus Act has been signed by the Governor. Highlights of the Act are: Smoking is prohibited campus-wide effective July 1, 2015; Smoking is allowed in vehicles traveling through or parked on a campus if the vehicle is not owned by a State-supported institution of higher education; By December 31, 2014, each state university or college shall establish a community task force for the purpose of coordinating with community and campus leaders the implementation of the Act; Prohibitions on smoking must be communicated to our students and employees by May 1, 2015; Post “No Smoking” signs on the campus; Post a smoke-free campus map on our Website; Develop a policy and regulations that include disciplinary action, fines and appeals for violations and prohibits discrimination or retaliation against a person for making a complaint or providing information concerning a violation.

The CEO request the Board waive the second reading of the Policy and approve the Smoke Free Campus Policy.

Board Action: Trustee Brenda Culver made a motion to waive second reading of the policy and approve the Smoke Free Campus policy as presented. Trustee William Hudson seconded the motion and on a roll call vote ordered by the Chair the following trustees voted yea: Gary Carter Michael Correll, Brend Culver, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#7-B. Employment of Family Members - Pursuant to Board Policy, Trustee Michael Correll submitted a proposed policy change within the guidelines established by the Board of Trustees.

The proposed policy would prohibit the full-time employment of immediate relatives of Senior Administrators including the CEO, CFO, the Presidents and Deans of Instruction. A

grandfather clause allows any current employee to continue in their current employment position.

The Cabinet reviewed the policy proposal on September 9th. Following that discussion the Cabinet does not recommend approval of this policy change.

Board Action: After discussion, Trustee Michael Correll asked that the policy proposal be read a first time, and moved to second reading for consideration at the next Board meeting. Without objection, the policy was moved to second reading.

AGENDA #8 – “Policy Second Readings” – None.

AGENDA #9 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#9-A. IECC 2014 Fact Book: Chris Cantwell presented the IECC 2014 Fact Book as developed to provide an annual compilation of data about Illinois Eastern Community Colleges including information about the students in our District, enrollment history, the degrees and certificates granted, the financial aid received and distributed, and the District’s budgets and operations.

The 2014 IECC Fact Book will be used for strategic planning, institutional effectiveness, and policy-making processes. In most cases, the time period of the statistical data covered by the Fact Book is FY14 which is from July 1, 2013 to June 30, 2014. The Fact Book was sent to the Board on September 10, 2014.

The CEO asked the Board’s approval of the 2014 IECC Fact Book.

Board Action: Trustee Brenda Culver made a motion to approve the IECC 2014 Fact Book as presented. Trustee Michael Correll seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. ACES Program Transfer Agreement with UIUC: Chris Cantwell presented the proposed Transfer Agreement between the College of Agricultural, Consumer Environmental Sciences (ACES) at University of Illinois at Urbana-Champaign and Illinois Eastern Community Colleges (IECC) will allow IECC students to complete a prescribed course sequence. If the student meets the required program GPA, an application will be submitted and the student will be admitted to the College of ACES, UIUC at the junior level.

This Transfer Agreement will allow IECC and UIUC to form a cooperative relationship to better serve students by facilitating transfer, minimizing duplication of instruction, and build on community college and university learning experiences. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect

the nature of this agreement. The agreement is effective with the 2014-15 academic year and is subject to renewal every two years.

The CEO asked the Board's approval of this Transfer Agreement between College of ACES, UIUC and IECC.

Board Action: Trustee William Hudson made a motion to approve the ACES Program Transfer Agreement with UIUC as recommended. Trustee Michael Correll seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. Certification of Chargeback: Roger Browning presented the Illinois Community College Board Certification of Chargeback for FY2015. The chargeback form is utilized to determine out-of-district, out-of-state and international tuition; and the chargeback reimbursement rate. Based upon our audit, these rates follow: Tuition Rate – Out-of-District \$268.41 per Semester Hour. Tuition Rate – Out-of-State \$330.61 per Semester Hour. Tuition Rate – International \$330.61 per Semester Hour. Chargeback Reimbursement \$136.04 per Semester Hour. The CEO recommended approval of the ICCB Certification of Chargeback as presented.

Board Action: Trustee Gary Culver made a motion to approve the Certification of Chargeback as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-D. 2014 Estimated Tax Levy Resolution: - Roger Browning presented the 2014 Estimated Tax Levy Resolution. Each year the Board of Trustees certifies the District's estimated tax levy for the year. The estimated tax resolution establishes the levy for the education fund and the operations and maintenance fund. The actual tax levy resolution will be considered for adoption at the regular Board of Trustees meeting on October 21, 2014. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, unemployment and other insurance.

The CEO recommended adoption of the following resolution regarding estimated amounts necessary to be levied in 2014.

**RESOLUTION REGARDING ESTIMATED AMOUNTS
NECESSARY TO BE LEVIED FOR THE YEAR 2014**

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2013 was:

Education Purposes	\$2,301,383
Operations and Maintenance Purposes	986,313
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	672,645
Audit	65,750
Other	0
Total	\$4,026,091

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2014 is as follows:

Education Purposes	\$2,450,000
Operations and Maintenance Purposes	1,050,000
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	655,000
Audit	80,000
Other	0
Total	\$4,235,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2013 was \$2,010,581; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2014 is \$1,768,375.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

Section 1: The aggregate amount of taxes estimated to be levied for the year 2014, exclusive of bond and interest costs, is \$4,235,000.

Section 2: The aggregate amount of taxes estimated to be levied for the year 2014, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2013.

Section 3: The aggregate amount of taxes estimated to be levied for the year 2014 for debt service is a 12% decrease over the taxes extended for debt service for 2013.

Section 4: Public notice shall be given in the following newspapers of general circulation in said district,

Albion Journal Register, Edwards County
Bridgeport Leader, Lawrence County
Carmi Times, White County
Clay County Republican, Clay County
Daily Republican Register, Wabash County
Lincoln Trail Publishing, Clark County
McLeansboro Times Leader, Hamilton County
Newton Press-Mentor, Jasper County
Olney Daily Mail, Richland County
Robinson Daily News, Crawford County
Toledo Democrat, Cumberland County
Wayne County Press, Wayne County

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

NOTICE OF PROPOSED TAX INCREASE FOR

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2014 will be held on October 21, 2014 at 7:00 p.m. at Olney Central College, Olney, Illinois.
Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618.393.2982).
- II. The corporate and special purpose property taxes extended or abated for the year 2013 were \$4,026,091.
The proposed corporate and special purpose property taxes to be levied for 2014 are \$4,235,000. This represents a 5% increase over the previous year extension.
- III. The property taxes extended for debt service for 2013 were \$2,010,581.
The estimated property taxes to be levied for debt service and public building commission leases for 2014 are \$1,768,375. This represents a 12% decrease over the previous year.
- IV. The total property taxes extended or abated for 2013 were \$6,036,672.
The estimated total property taxes to be levied for 2014 are \$6,003,375. This represents a 0.5% decrease over the previous year extension.

Section 5: This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 16th day of September 2014.

BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE AND WHITE
STATE OF ILLINOIS

By: _____
Chairman

ATTEST: _____
Acting Secretary

Board Action: Trustee William Hudson made a motion to adopt the 2014 Estimated Tax Levy Resolution as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Andrew Fischer, Brenda Culver, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-E. Resolution Establishing Tax Levy Hearing: - The Board of Trustees annually adopts a resolution establishing the District's estimated tax levy. If the adoption of that resolution results in a greater than 5% increase in the proposed property tax levy over the previous year's extension (exclusive of bond and interest costs), a tax levy hearing must be held. The CEO asked the approval of the Resolution Establishing a Tax Levy Hearing.

**RESOLUTION
ESTIMATED 2014 TAX LEVY
HEARING**

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2014 for taxes due and collectible in 2015:

1. Date of Fiscal Year: July 1, 2015 - June 30, 2016
2. Publication of Notice of Public Hearing on Tax Levy: After October 8, 2014 and before October 13, 2014.
3. Public Hearing on Tax Levy: October 21, 2014, at the hour of 7:00 p.m. local time, Olney Central College, Olney, Illinois.
4. Adoption of Tax Levy: October 21, 2014, following the Public Hearing.

Board Action: Trustee Brenda Culver made a motion to approve the Resolution Establishing Tax Levy Hearing as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary

Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yeas and 0 nays, the Chair declared the motion carried.

#9-F. FY2015 Budget: A public hearing having been held, the CEO recommended adoption of the following resolution approving the FY2015 budget.

Budget of Illinois Eastern Community Colleges, Community College District 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, for the Fiscal Year beginning July 1, 2014 and ending June 30, 2015.

WHEREAS the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;

AND WHEREAS a public hearing was held as to such budget on the 16th day of September 2014, notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with:

NOW, THEREFORE, be it Resolved by the Board of Trustees of said district as follows:

SECTION 1. That the fiscal year of the Community College District be and the same hereby is fixed and declared to be beginning July 1, 2014 and ending June 30, 2015.

SECTION 2. That the following budget containing an estimate of amounts available in each Fund, separately, and of expenditures from each be and the same is hereby adopted as the budget of this Community College District for the said Fiscal Year.

SUMMARY STATEMENT OF OPERATING FUNDS – REVENUES AND EXPENDITURES

EDUCATION FUND: Revenue 29,703,874; Expense (29,294,166); Transfer-Out (1,359,211); Excess (Deficiency) (949,503); Transfer-In 65,000; Reserve for Contingencies 0; Cash Balance - Beginning of Year 4,725,062; Cash Balance – End of Year 3,840,559.

OPERATIONS & MAINTENANCE FUND: Revenue 3,195,684; Expense (3,195,684); Transfer-Out 0; Excess (Deficiency) 0; Transfer-In 0; Reserve for Contingencies 0; Cash Balance - Beginning of Year 1,424,183; Cash Balance - End of Year 1,424,183.

TOTAL OPERATING FUNDS: Revenue 32,899,558; Expense (32,489,850); Transfer-Out (1,359,211); Excess (Deficiency) (949,503); Transfer-In 65,000; Reserve for Contingencies 0; Cash Balance – Beginning of Year 6,149,245; Cash Balance - End of Year 5,264,742.

SUMMARY STATEMENT OF SPECIAL FUNDS

OPERATIONS & MAINTENANCE FUND RESTRICTED: Revenue 4,250,000; Expense (2,236,784); Excess (Deficiency) 2,013,216; Reserve for Contingencies 0; Cash Balance - Beginning of Year 409,410; Cash Balance - End of Year 2,422,626.

BOND & INTEREST FUND: Revenue 2,001,075; Expense (2,001,075); Excess (Deficiency) 0; Reserve for Contingencies 0; Cash Balance - Beginning of Year 434,523; Cash Balance - End of Year 434,523.

AUXILIARY FUND: Revenue 3,764,739; Expense (5,517,016); Transfer-Out (35,000); Excess (Deficiency) (1,787,277); Transfer-In 1,359,211; Reserve for Contingencies 0; Cash Balance - Beginning of Year 434,946; Cash Balance - End of Year 6,880.

WORKING CASH FUND: Revenue 35,000; Expense 0; Excess (Deficiency) 35,000; Reserve for Contingencies 0; Transfer-Out (30,000); Cash Balance - Beginning of Year 190,437; Cash Balance - End of Year 195,437.

AUDIT FUND: Revenue 80,000; Expense (70,689); Excess (Deficiency) 9,311; Reserve for Contingencies 0; Cash Balance - Beginning of Year 10; Cash Balance - End of Year 9,321.

LIABILITY & PROTECTION FUND: Revenue 670,000; Expense (790,000); Excess (Deficiency) (120,000); Reserve for Contingencies 0; Cash Balance - Beginning of Year 491,431; Cash Balance - End of Year 371,431.

Board Action: Trustee Michael Correll made a motion to approve the FY2015 Budget as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-G. FY2014 Audit: The Illinois Community College Board (ICCB) requires the Board of Trustees to complete and approve an annual audit and that it be forwarded to the ICCB for filing by October 15th. The Audit Committee comprised of Trustee Gary Carter and Trustee John Brooks met with the Chief Executive Officer, the Chief Finance Officer, and the independent auditors on September 11, 2014. The audit was reviewed in detail. The audit contains an “unqualified” opinion on all required audit reports. The District complied with generally accepted accounting principles and there were no material weaknesses identified. The Audit Committee will report on its review of the audit and its meeting with the auditors at the Board meeting.

The CEO recommended that the Board adopt the following resolution to accept the audit and to authorize the completed audit be forwarded to the Illinois Community College Board.

RESOLUTION OF THE BOARD OF TRUSTEES ANNUAL AUDIT

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community College District 529,

WHEREAS, it is required that the Board of Trustees review and accept the annual audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board,

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community College District #529, accepts and approves the annual audit of the district as submitted by CliftonLarsonAllen LLP.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes the Chief Executive Officer to submit the audit to the Illinois Community College Board.

Board Action: Trustee Gary Carter made a motion to accept the FY2014 Audit and to adopt the foregoing resolution to authorize the CEO to submit the annual financial audit to the ICCB as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-H. Stericycle Multi-Site Service Agreement: Although the Phlebotomy programs and the Allied Health/Nursing programs produce a very small amount of medical waste, IECC is required by the State of Illinois' Environmental Protection Agency to properly dispose of this medical waste. Illinois Potentially Infectious Medical Waste Manifests are inspected at each college during EPA visits. A majority of this waste is in the form of sharps used during class and laboratory sessions. Stericycle has served as the disposal agency for these materials since the original service agreement in 2006. The following Stericycle Multi-Site Service Agreement has been developed to establish a consistent monthly charge for disposal of sharps and medical waste produced by the Phlebotomy programs and the Allied Health/Nursing programs at all four Illinois Eastern Community Colleges. This Multi-Site Service Agreement would set the SteriSafe fee of \$65 per month for each location with an 11% Environmental Fee (\$7.15/month) and no Fuel Charge or Energy Charge per stop. There would be two established pickup times (January and July) with up to eight boxes per year. The new monthly rate will result in a saving of \$38 - \$100 per month for the four colleges when compared to current fees and pickup schedules.

The CEO asked the Board's acceptance of the Stericycle Service Agreement for Phlebotomy and Allied Health.

Board Action: Trustee Marilyn Wolfe made a motion to approve the Stericycle Multi-Site Service Agreement as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-I. Deputy Election Clerk: The Board of Trustees is responsible for various election duties for the Board of Trustees election to be held on April 7, 2015.

In addition to the Board Secretary, the Board appoints a deputy election clerk to receive petitions and otherwise assist the Secretary in their election duties.

I would propose that Carolyn Clodfelter be selected as Deputy Election Clerk to the Board Secretary for the April 7, 2015 Board election, and that she serve as Deputy Election Clerk until such time as her successor is appointed and qualified.

Board Action: Trustee Brenda Culver made a motion to accept the proposal of Carolyn Clodfelter as Deputy Election Clerk for the April 7, 2015 Board election and that she continue in that capacity until her successor is appointed and qualified as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-J. Affiliation Agreements: IECC wishes to enter into Affiliation Agreements with Good Samaritan Hospital – Phlebotomy – OCC, Lawrence County Hospital – Phlebotomy – OCC, Richland Memorial Hospital – Phlebotomy – OCC, Weber Medical Clinic – Phlebotomy – OCC and Union Hospital – Certified Medical Assistant – LTC. The CEO recommended approval of these affiliation agreements.

Board Action: Trustee William Hudson made a motion to approve the four Phlebotomy Agreements with Good Samaritan Hospital, Lawrence County Hospital, Richland Memorial Hospital and Weber Medical Clinic, as well as, the agreement with Union Hospital for the CMA program at LTC as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “Bid Committee Report” – None.

AGENDA #11 – “District Finance” – The monthly financial matters were presented.

#11-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of August 31, 2014.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for September 2014, totaling \$1,106,028.52, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Marilyn Wolfe made a motion to accept the financial reports as presented and approved payment of district financial obligations for September 2014, in the amounts listed. Trustee Gary Carter seconded the motion

and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Chief Executive Officer’s Report”: CEO Terry Bruce reported on the following informational items.

1. Jasper County Tax Levy Error
2. Emergency Preparedness Training Utilized at Correctional Center
3. West Richland Center Update
4. Recommendation Letter for Mikhail Gusyenov
5. 2014 Completer Report
6. Enrollment: Comparing September 2013 to September 2014, IECC reimbursable headcount is -1% while reimbursable FTE is -2%.

AGENDA #13 – “Executive Session”: The Board of Trustees did not hold an executive session at this meeting, September 16, 2014.

AGENDA #14 – “Approval of Executive Session Minutes”: The following actions were taken relative to executive session minutes.

#14-A. Written Executive Session Minutes: There was no executive session held during the August 19, 2014 meeting.

#14-B. Audio Executive Session Minutes: There was no executive session held during the August 19, 2014 meeting.

AGENDA #15 – “Approval of Personnel Report”: The CEO presented the following Personnel Report and recommended approval.

400.1. Employment of Personnel

A. Professional Non-Faculty

1. John Deffendall, Bookstore Manager, WVC effective October 1, 2014, pending successful completion of background check

400.2. Change in Status

A. Classified

1. Annie Lankford, Office Assistant, FCC, to Academic Counselor, TRiO Student Services, DO/FCC, effective October 6, 2014

2. Lora Smith, Administrative Assistant, WVC, to Career Advisor, OCC effective October 1, 2014

400.3. Special Assignment

A. Athletics

Recommended 2014-2015

- | | | |
|-------------------|--------------------------|---------|
| 1. John Defendall | Assistant Softball Coach | \$2,500 |
|-------------------|--------------------------|---------|

400.4. FY 14-15 Educational Level Changes

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Laura Bruck	M+36	EdD	\$2,000
Vicky Lemons	B	B+16	\$1,000

400.5. Memorandum of Agreement – CTE Externship Grant

400.6. Approval of Non-College Employment

A. Faculty

<u>Name</u>	<u>Employer</u>	<u>Hours per Calendar Year</u>
Jacy Ghast	Richland Memorial Hosp., Olney IL	192
Judith Hudson	Women's Hospital, Newburgh IN	48-96

400.7. Resignation Ratification

A. Professional Non-Faculty

1. Cindy Foerster, Director of Adult Education, FCC, effective September 2, 2014
2. Danelle Hevron, Coordinator of Public Information & Marketing, LTC, effective October 18, 2014

B. Classified

1. Jennifer Balding, Career Advisor, OCC effective September 6, 2014

Board Action to Approve Personnel Report: Trustee Marilyn Wolfe made a motion to approve the Personnel Report as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #16 – “Collective Bargaining – Consideration of Faculty Contract Proposal”:

The CEO presented and recommended approval of a new two-year contract between the Board of Trustees of Illinois Eastern Community Colleges, District #529 and the Illinois Eastern Colleges Education Association, IECEA, IEA-NEA. The contract was ratified by the Faculty Union on September 15, 2014. It calls for a 3% salary increase for 2014-2015 academic year and a 3% increase for 2015-2016 academic year. Among other topics addressed in the new contract are overload pay, summer school pay, health insurance, pay dates and various other items. The contract begins September 1, 2014 and expires at midnight on August 31, 2016, with no reopener.

Board Action to Approve Personnel Report: Trustee Gary Carter made a motion to approve the new two-year contract with Illinois Eastern Colleges Education Association as recommended. Trustee Michael Correll seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student Advisory vote: Student Trustee absent. Trustees voting nay: None. Trustees absent: John Brooks. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #17 – “Litigation”: None.

AGENDA #18 – “Other Items”: None.

AGENDA #19 – “Adjournment” – Trustee William Hudson made a motion to adjourn. Trustee Marilyn Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 9:05 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Public Hearing on 2014 Tax Levy

Agenda Item #4

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #5

Public Comment

Agenda Item #6

Reports

A. Trustees

B. Presidents

C. Cabinet

Agenda Item #7

Policy First Reading (and Possible Approval)

A. Hazing

B. Assignment of Credits

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 21, 2014
RE: Hazing Policy

On August 22, 2014 the District had a risk control visit from Wright Risk Management, an arm of our property, casualty, and liability insurance carrier, Wright Insurance Co. Following the visit the carrier wanted the District to develop a Hazing Policy.

Because incidences of hazing most often occur in athletics, Zach Loll, the District Athletic Compliance Coordinator, was asked to develop the attached policy. It was presented to Cabinet, which recommended it be presented to the Board for approval and adoption.

The policy defines hazing and gives examples of activities that could constitute hazing, both actively and passively.

The policy provides for accountability, a process for reporting hazing, an investigative process, a discipline process, and an appeals process.

Mr. Chairman, I recommend that the Board approve and adopt the Hazing Policy as presented.

TLB/rs

Attachment

Hazing Policy (500.27)

Date Adopted: October 21, 2014 (pending Cabinet and BOT approval)

Illinois Eastern Community Colleges (IECC) policy promotes healthy, safe and balanced lifestyles within the college community. Individual students, student organizations and athletic teams play a vital role in this process, and provide transformative opportunities for friendship, leadership, and personal growth and discovery. Hazing of any kind is contrary to this policy and therefore, IECC expressly prohibits hazing activities, whether by an individual or an organization.

Definition

For the purposes of this policy, hazing is defined as any act committed by a person, whether individually or in concert with others, against a student in connection with pledging, being initiated into, affiliating with, holding office in, participating in, or maintaining membership in any organization or team affiliated with any IECC college; and which is intended to have the effect of, or should reasonably be expected to have the effect of, humiliating, intimidating or demeaning the student or endangering the mental or physical health of the student. Hazing also includes soliciting, directing, aiding, or otherwise **participating actively or passively** in the above acts.

Consent

Because of the socially coercive nature of hazing, implied or expressed consent by anyone to hazing is not a defense under this policy.

Examples

District policy prohibits many activities that have traditionally been associated with hazing, such as alcohol use and abuse, vandalism, theft, verbal or physical abuse or threat of harm, sexual harassment, and other forms of harassment. In addition to those activities and conduct expressly prohibited elsewhere, examples of prohibited individual/group activities that may constitute hazing include but are not limited to:

- Encouraging the use of alcohol or illegal drugs;
- Shaving, tattooing, piercing or branding;
- Engaging in, or simulating sexual acts;
- Threatening or causing physical restraint;
- Nudity;
- Throwing substances or objects at individuals;
- Assigning unreasonable chores or acts of servitude;
- Forcing or coercing consumption or use of any substance;
- Causing excessive exercise, sleep deprivation or excessive fatigue;
- Interfering with adequate time for study; or

- Requiring the wearing of apparel or acting in a way that is conspicuous and not within community norms.

Additionally, “passive participation” in hazing is expressly prohibited, and may include:

- Witnessing hazing taking place as a group member, affiliate, or guest; or
- Participating in or being present in person or via technology in discussions where hazing is being planned

Hazing activities do not need to involve alcohol to be in violation of district policy.

Accountability

Hazing activity occurring on or off any IECC college campus may lead to disciplinary proceedings against individuals. Hazing may also lead to the probation, suspension, or termination of a student organization or athletic team. Culpability for any violations of this policy may be attributed to the active and/or passive participants, the student group and/or its members, and elected or appointed officers.

The student leaders of all registered student organizations and athletics programs will be required to acknowledge annually that they will comply with the terms of the IECC Hazing Policy.

Policy Violation Review Process

1. Authority

The President of the college monitors the implementation of this policy. Any questions concerning the interpretation or application of this policy should be referred to the President of the college for resolution.

2. Reporting

Any activity believed to be hazing should be reported to the Assistant Dean of Student Services, Director of Athletics, Dean of the college, or the President of the college.

3. Process

When an allegation of hazing is made, the President of the college will turn the matter over to the Committee for Student Discipline. After a thorough investigation, the Committee for Student Discipline will report their findings to the President of the college in a written report. The President of the college will review the investigation in conjunction with the District’s Violence Prevention Plan. Pending the outcome of the investigation, the President of the college may suspend the activities of a student organization, athletic team, or individual members thereof.

a. Student Organizations and Athletics Teams

Student organizations or athletic teams that have allegedly violated District policy will have an opportunity to provide a responsive statement to the committee for student discipline. In cases where there is significant evidence that District policy has been violated, the President of the college will levy sanctions against the student organization or team up to and including, but not limited to, permanent or temporary suspension of recognition and activities, denial of use of college facilities, expulsion from the college, or other similar sanctions.

b. Individuals

The President of the college will refer hazing allegations concerning individual students to the Committee for Student Discipline and the student/students will be subject to IECC's policy on student conduct.

Referral to Law Enforcement

The college will report allegations of hazing to law enforcement authorities when, in the judgment of the President of the college, the nature of the allegations suggests that the hazing activity, if it occurred or is occurring, presents a risk of serious harm to students or other persons, or involves a potential violation of law.

Appeal Process

Within five (5) business days of receipt of the response from the President, the complainant(s) may file an appeal with the IECC Chief Executive Officer (CEO). The CEO will provide a written response to the appeal as soon as administratively possible, but no later than 30 business days after receipt of the appeal, the decision of the CEO shall be deemed final.

Regardless of the outcome of a review for violations of the hazing policy, incidents may be reviewed by the IECC Chief Executive Officer to determine if violations of District policy have occurred.

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 21, 2014
RE: Policy for the Assignment of Credits

In order to meet Federal Compliance requirements, Illinois Eastern Community Colleges must expand its current policy on credit hour allocation to address all modes of instruction including online and compressed formats.

The policy revisions will make clear that IECC operates with the expectation that all of our courses meet the standard course hours, out of class work expectations and include student learning outcomes, regardless of mode of instruction or length of term.

I recommend the Board's approval of the revised Policy for the Assignment of Credits.

TLB/rs

Attachment

STUDENT- 500

Policy for the Assignment of Credits ~~Policy for Equating College Credit for Lecture, Laboratory, Internship and/or On-Job Training Experiences~~ (500.7)

Date Adopted: December 19, 1989

Revised: October 21, 2014 (Pending Board approval)

Illinois Eastern Community Colleges assigns credit hours based on commonly accepted practices in higher education and ICCB Administrative Rules Section 1501.309 where credit hours shall be determined on the basis of an expected 45 hours of combined classroom/laboratory and study time for each semester hour.

Assignment of credit hours occurs during the course approval process and is monitored through faculty, curriculum, and program reviews established by the district.

All courses offered for credit will

1. meet standards for class contact hours.
2. meet expected hours for out of class student work regardless of the mode of instruction and/or length of term, and,
3. achieve intended learning outcomes.

Courses will be consistent in the assignment of credits, scope, quality, assessment, and expected learning outcomes with other courses with the same course title and number.

- A. Lecture: One semester of credit will be awarded for each 15 hours of lecture (750 minutes instructional time, not including testing). It is assumed that two hours of outside study will be invested by the student for each classroom contact hour.
- B. Laboratory: One semester hour of credit will be awarded for each 30 hours of laboratory experience. It is assumed that one hour of outside study will be invested by the student for each two laboratory contact hours.
- C. ~~Internship and/or On-Job Training~~ Non Clinical Practicum: One semester hour of credit will be awarded for each 75 hours of internship ~~and/or on-job training~~ practicum experience.
- D. Clinical Practicum: One semester hour of credit for each 30-60 contact hours per semester or equivalent. It is assumed that one hour of outside study time will be invested by the student for each two clinical practicum contact hours.

Agenda Item #8

Policy Second Reading

Employment of Family Members

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 21, 2014
RE: Employment of Family Members Policy - Second Reading

Pursuant to Board Policy, Trustee Michael Correll submitted a proposed policy change within the guidelines established by the Board of Trustees. At the September 16, 2014 regular Board meeting, the policy was read a first time, and at the request of Trustee Correll, the policy was moved to second reading for consideration at the October 21, 2014 regular Board meeting.

The proposed policy would prohibit the full-time employment of immediate relatives of Senior Administrators including the CEO, CFO, the Presidents and Deans of Instruction. A grandfather clause allows any current employee to continue in their current employment position.

The Cabinet reviewed the policy proposal on September 9th. Following that discussion, the Cabinet did not approve this policy change.

TLB/rs

Attachment

Employment of Family Members Policy (400.27)

Date Adopted: *(pending Board review and approval)*

Illinois Eastern Community Colleges (IECC) recognizes that hiring family members of senior administration puts supervisors and fellow employees in a difficult situation and desires to address the issue in a narrowly tailored manner as to address the matter without being overbroad in the exclusion of potential hires.

Definitions

Senior Administrator

The term “senior administrator” refers to the following positions:

- Chief Executive Officer
- Chief Financial Officer
- Presidents
- Deans of Instruction

Immediate Relatives

The term “immediate relative” includes spouse, parent, child (adopted or biological) or sibling. Immediate relative does not include “in-laws” or “step” relatives.

Prohibition of Employment of Immediate Relatives of Senior Administration

Immediate relatives of any senior administrator are prohibited from being employed as a full-time employee of the District.

Grandfather Clause

All current employees, who otherwise would be prohibited by this policy, shall not be affected by this policy and may continue in their current employment position.

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

Certificate of Compliance with the Truth in Taxation Law

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 21, 2014

SUBJECT: Certificate of Compliance with the Truth in Taxation Law

At the September 16th Board meeting, the Board approved the District's estimated aggregate tax levy and required that notice of the District's levy be placed in District newspapers and that a hearing be conducted on the levy pursuant to the Truth in Taxation Law which requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the District.

Since the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended upon the levy of the preceding year, public notice was given and a public hearing was held on the District's intent to adopt a tax levy in an amount which is more than 105% of such extension for the preceding year.

The Board estimated the aggregate amount of taxes to be levied for the year 2014 is \$4,235,000 and that the aggregate amount of taxes estimated to be levied for the year 2014 did exceed 105% of the taxes actually extended by the district in the year 2013. Public notice was placed in the following newspapers of general circulation in District,

Marshall Advocate, Clark County
Clay County Advocate-Press, Clay County
Robinson Daily News, Crawford County
Toledo Democrat, Cumberland County
Prairie Post, Edwards County
McLeansboro Times-Leader, Hamilton County
Newton Press-Mentor, Jasper County
Lawrenceville Daily Record, Lawrence County
Olney Daily Mail, Richland County
Daily Republican Register, Wabash County
Wayne County Press, Wayne County
Carmi Times, White County

The notice was published not more than 14 days nor less than 7 days prior to the hearing. A public hearing was held in the manner and time described in the notice.

I ask the Board's approval of the attached Truth in Taxation Certificate of Compliance.

TLB/akb

**TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE**

I, the undersigned, hereby certify that I am the presiding officer of Illinois Eastern Community College District No. 529 and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions Sections 18-60 through 18-85 of the "Truth in Taxation" Law.

CHECK ONE OF THE CHOICES BELOW:

☒ The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law, and a copy of the ad is attached.

☐ The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, notice and a hearing were not necessary.

☐ The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.

☐ The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

This certificate applies to the 2014 levy.

Date: _____

Presiding Officer: _____
(Signature)

**NOTICE OF PROPOSED TAX INCREASE FOR
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2014 will be held on October 21, 2014 at 7:00 p.m. at Olney Central College, Olney, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618.393.2982).

- II. The corporate and special purpose property taxes extended or abated for the year 2013 were \$4,026,091.

The proposed corporate and special purpose property taxes to be levied for 2014 are \$4,235,000. This represents a 5% increase over the previous year extension.

- III. The property taxes extended for debt service for 2013 were \$2,010,581.

The estimated property taxes to be levied for debt service and public building commission leases for 2014 are \$1,768,375. This represents a 12% decrease over the previous year.

- IV. The total property taxes extended or abated for 2013 were \$6,036,672.

The estimated total property taxes to be levied for 2014 are \$6,003,375. This represents a 0.5% decrease over the previous year extension.

Section 5: This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 16th day of September 2014.

BOARD OF TRUSTEES ILLINOIS EASTERN
COMMUNITY COLLEGES
COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE AND WHITE
STATE OF ILLINOIS

By: _____
Chairman

ATTEST:

Acting Secretary

Agenda 9B

Certificate of Tax Levy for FY2016

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 21, 2014

SUBJECT: Certification of Tax Levy for FY2016

The Board must certify the District's tax levies for FY2016, beginning July 1, 2015 and ending June 30, 2016. The Certificate of Tax Levy is attached for your review. Prior years' information is also presented for comparison purposes.

In addition to the education and building fund, this certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for the outstanding bond issue and tort liability, workmen's compensation, audit, unemployment, Medicare and other insurance.

The tax rate for FY2016 is estimated at 42.88 cents per \$100 in equalized assessed valuation.

I recommend that the Certificate of Tax Levy for FY2016 be approved as presented.

TLB/akb

Attachment

CERTIFICATE OF TAX LEVY

Richland, Clark, Clay, Crawford, Cumberland,
Community College District No. 529 County(ies) Edwards, Hamilton, Jasper, Lawrence, Wayne, Wabash & White
Community College District Name Illinois Eastern Community Colleges District #529 and State of Illinois

We hereby certify that we require:

- the sum of \$ 2,450,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and
- the sum of \$ 1,050,000 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and
- the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and
- the sum of \$ 255,000 to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and
- the sum of \$ 220,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and
- the sum of \$ 80,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and
- the sum of \$ 0 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and
- the sum of \$ 180,000 to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2014.

Signed this 21st day of October, 2014.

Chairman of the Board of Said Community College District

Acting Secretary of the Board of Said Community College District

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full 1.

This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

.....
(Detach and return to Community College District)

This is to certify that the Certificate of Tax Levy for Community College District No. _____ County(ies) of _____
_____ and State of Illinois on the equalized assessed value of all taxable
property of said community college district for the year 20 _____ was filed in the office of the County Clerk of this county on
_____, 20 _____

In addition to an extension of taxes authorized by levies made by the board of said community college district and additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total amount, as approved in the original resolution(s), for said purpose for the year 20_____ is \$_____.

Date

County Clerk and County

**Illinois Eastern Community Colleges
Tax Levy History**

It is necessary to certify our tax levies for FY 2016, beginning July 1, 2015 and ending June 30, 2016. This information and that of prior years is presented below to assist in evaluating next year's levy.

FISCAL YEAR	ACTUAL EAV	EDUCATIONAL LEVY	BUILDING LEVY	OPERATING LEVY	OPERATING TAX EXTENSION	TOTAL TAX LEVY RATE	ACTUAL EXTENSION TAX RATE	
1996	789,479,991	1,400,000	600,000	2,000,000	1,973,700	42.99	42.42	
1997	840,096,133	1,555,000	667,000	2,222,000	2,100,240	42.66	40.32	
1998	904,660,676	1,610,000	690,000	2,300,000	2,261,652	46.24	45.47	
1999	945,037,299	1,800,000	765,000	2,565,000	2,362,593	48.07	44.28	
2000	983,802,073	1,820,000	780,000	2,600,000	2,459,505	46.27	43.77	
2001	980,620,689	1,837,500	787,500	2,625,000	2,451,552	44.71	41.76	
2002	1,010,227,912	1,837,500	787,500	2,625,000	2,525,570	46.91	45.13	
2003	1,019,727,226	1,925,000	825,000	2,750,000	2,549,318	47.91	44.41	
2004	1,034,733,922	1,925,000	825,000	2,750,000	2,586,835	47.24	44.44	
2005	1,023,487,154	1,925,000	825,000	2,750,000	2,558,718	46.99	43.72	
2006	1,077,939,382	1,925,000	825,000	2,750,000	2,694,848	45.91	44.99	
2007	1,101,476,437	2,100,000	900,000	3,000,000	2,753,691	46.36	42.55	
2008	1,109,341,717	2,135,000	915,000	3,050,000	2,773,354	46.97	42.71	
2009	1,373,502,477	2,135,000	915,000	3,050,000	3,019,810	45.78	39.36	
2010	1,203,320,686	2,450,000	1,050,000	3,500,000	3,008,302	48.99	42.11	
2011	1,268,645,929	2,450,000	1,050,000	3,500,000	3,171,615	45.94	41.63	
2012	1,266,328,720	2,450,000	1,050,000	3,500,000	3,165,822	48.47	43.84	
2013	1,289,013,277	2,450,000	1,050,000	3,500,000	3,202,552	48.59	44.46	
2014	1,313,132,171	2,353,750	1,008,750	3,362,500	3,263,408	45.81	44.46	
2015	1,316,174,679	2,450,000	1,050,000	3,500,000	3,287,696	46.45	45.87	
						46.46	43.39	Average
Estimated:								
2016	1,400,000,000	2,450,000	1,050,000	3,500,000	??	42.88	??	

In addition to the Educational and Building Fund, our certificate of tax levy will carry the statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, for insurance purposes: (tort liability, Medicare, worker's compensation and unemployment), and for financial audit purposes.

Agenda Item #9C

GASB Designation of Tax Levy Year

MEMORANDUM

TO: Board of Trustees

FROM: Roger Browning

DATE: October 21, 2014

SUBJECT: GASB Designation of Tax Levy Year

Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District's tax levy is to be recognized as income. Currently, the District levies and extends taxes based upon a calendar year. The calendar year overlaps the District's school year and the District's fiscal year.

The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2014 will be collected late in calendar year 2015 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2016 (July 1, 2015 – June 30, 2016).

I ask the Board's adoption of this resolution.

RB/akb

Attachment

RESOLUTION SETTING FORTH TAX LEVIES FOR 2014

Be it resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2014 concerning tax levies and extensions

Be it further resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the sum of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000) be levied as a tax for Educational purposes; and the sum of One Million Fifty Thousand Dollars (\$1,050,000) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Twenty Thousand Dollars (\$220,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty Thousand Dollars (\$80,000) be levied as a special tax for Financial Audit purposes; and the sum of Two Hundred Fifty Five Thousand Dollars (\$255,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of One Hundred Eighty Thousand Dollars (\$180,000) be levied as a special tax for Worker's Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2014 to be collected in the year 2015; and that the income from the levy for the year 2015 be allocated 100% for Fiscal Year 2016.

Adopted this 21st day of October, A.D. 2014

AYES: _____

NAYS: _____

ABSENT: _____

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

ATTEST:

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

Agenda Item #9D

Consideration and action on a Resolution authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving the HVAC in the District's facilities, and authorizing the issuance of General Obligation Debt Certificates (Limited Tax), Series 2014, of the District

MEMORANDUM

TO: Board of Trustees

DATE: October 21, 2014

FROM: Terry L. Bruce

SUBJECT: Consideration and action on a Resolution authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving the HVAC systems in the District's facilities, and authorizing the issuance of General Obligation Debt Certificates (Limited Tax), Series 2014, of the District

At the August 19, 2014 Board meeting, the Board of Trustees approved Protection, Health and Safety (PHS) project applications for HVAC upgrades across the District at a projected cost of \$3.175 million.

The District has a \$4.5 million statutory limit on PHS Bonds. Originally, the District plan was to issue PHS bonds for \$1.285 million in December of 2014 to fund Electrical and General PHS Projects. The District would issue \$3.175 million PHS bonds in December 2015. The bond proceeds would be used for HVAC upgrades in 2016.

This plan had to be revised because HVAC units are starting to fail and it has become costly to keep them operational. The District needs to do the HVAC upgrades in 2015. After conferring with bond counsel, it was decided to treat the HVAC as a maintenance project upgrade rather than as a PHS project. This plan was approved by the Illinois Community College Board. To accomplish this plan, the District will enter into an installment agreement to create a claim against the District and issue Funding Bonds to pay the claim against the District. The Funding Bonds are tax exempt and will be issued outside the PHS statutory limit. The District will issue a Debt Certificate which will be held by a banking institution.

Therefore, the District will issue PHS bonds for \$1.285 million and the District will also issue \$3.175 million worth of Funding Bonds to pay off the debt certificate. Both issuances of bonds will be tax exempt. The tax levy will not be impacted and will remain as contemplated by the Board.

To implement the plan, two Board actions are required. The Board must adopt a Resolution providing for an Installment Purchase Agreement and the issuance of a "General Obligation Debt Certificate, Series 2014" for paying the cost of improving the HVAC systems.

I ask that the Board approve the attached Resolution authorizing and providing for an Installment Purchase Agreement and the issuance of General Obligation Debt Certificates (limited tax), Series 2014, of the District for the purpose of paying the cost of improving the HVAC systems.

TLB/rs

Attachment

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held in the Banquet Room, Olney Central College, 305 North West, Olney, Illinois, in said Community College District at 7:00 o'clock P.M., on the 21st day of October, 2014.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Marilyn Wolfe, Brenda Culver, John D. Brooks, Michael Correll, Gary Carter, William C. Hudson and Carrie Stephens (non-voting student trustee).

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chairman announced that the Board of Trustees would consider the adoption of a resolution providing for an Installment Purchase Agreement in order to improve the District's HVAC systems and authorizing the issuance of the District's General Obligation Debt Certificates (Limited Tax), Series 2014, said certificates evidencing the rights to payment under said Agreement and providing for the sale of said certificates.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION NO. _____

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving the HVAC systems in the District's facilities in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and for the issue of \$3,175,000 General Obligation Debt Certificates (Limited Tax), Series 2014, of said Community College District, evidencing the rights to payment under said Agreement, and providing for the security for and means of payment under said Agreement of said Certificates.

WHEREAS, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), is a community college district of the State of Illinois (the "*State*") operating, among other things, under and pursuant to the Public Community College Act of the State of Illinois (the "*Public Community College Act*"), the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*") and all other Omnibus Bond Acts of the State, in each case, as supplemented and amended (collectively, "*Applicable Law*"); and

WHEREAS, the Board of Trustees of the District (the "*Board*") has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to improve the HVAC systems in the District's existing facilities, including, in connection therewith, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the "*Project*"), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Resolution (collectively “*Related Expenses*”) to be not less than \$3,175,000 plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project and Related Expenses, and it will, therefore, be necessary to borrow money in the amount of \$3,175,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions; authorize an Installment Purchase Agreement (the “*Agreement*”); name as counter-party to the Agreement the Treasurer of the District (the “*Treasurer*”), as nominee-seller; authorize the Chairman of the Board (the “*Chairman*”) and the Secretary of the Board (the “*Secretary*”) to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of \$3,175,000:

NOW THEREFORE Be It and It is Hereby Resolved by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

Section 1. Definitions. Words and terms used in this Resolution shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Agreement
Applicable Law
Board
Chairman
Debt Reform Act
District
Installment Purchase Provisions
Project
Public Community College Act
Related Expenses
Secretary
State
Treasurer

B. The following words and terms are defined as set forth.

“Certificates” means the \$3,175,000 General Obligation Debt Certificates (Limited Tax), Series 2014, authorized to be issued by this Resolution.

“Certificate Fund” means the fund established and defined in Section 13 of this Resolution.

“Certificate Register” means the books of the District kept by the Certificate Registrar to evidence the registration and transfer of the Certificates.

“*Certificate Registrar*” means _____, Illinois, a corporation having trust powers, in its respective capacities as registrar and paying agent hereunder, or a successor thereto or a successor designated as Certificate Registrar hereunder.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Project Fund*” means the Project Fund established and defined in Section 13 of this Resolution.

“*Purchaser*” means the purchaser of the Certificates, namely_____, Illinois.

“*Record Date*” means the 15th day preceding any regular interest payment date and the 15th day preceding any interest payment date occasioned by the redemption of Certificates on other than an interest payment date.

“*Resolution*” means this Resolution adopted by the Board on the 21st day of October, 2014.

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Resolution are for the convenience of the reader and are not a part of this Resolution.

Section 2. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 3. Authorization. It is necessary and advisable for the public health, safety, welfare, and convenience of residents of the District to pay the costs of acquisition and construction of the Project, including all Related Expenses and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

Section 4. Agreement is a General Obligation; Annual Budget. The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the nominee-seller under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 5. Execution and Filing of the Agreement. From and after the effective date of this Resolution, the Chairman and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth below in the text of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and shall constitute authority for the issuance of the Certificates. The Installment Purchase Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of the ____ day of _____, 2014, by and between the Treasurer (the “*Treasurer*”) of the Board of Trustees (the “*Board*”) of the hereinafter-defined District, as Nominee-Seller (the “*Seller*”), and Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, a Community College District of the State of Illinois (the “*District*”):

WITNESSETH

A. The Board has determined to upgrade the HVAC systems in the District’s existing facilities (the “*Project*”), all as previously approved by the Board and on file with the Secretary of the Board (the “*Secretary*”).

B. Pursuant to the provisions of the Public Community College Act of the State of Illinois (the “*Public Community College Act*”), the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”), and all other Omnibus Bond Acts of the State of Illinois, in each case, as supplemented and amended (collectively “*Applicable Law*”), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the

property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 21st day of October, 2014, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the “*Resolution*”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to acquire the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE, CONSTRUCT AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the

Seller and pay for the Project the purchase price of not to exceed \$3,175,000; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer of the District (the “*Treasurer*”) from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$3,175,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates.

3. PAYMENTS

The payment of the entire sum of \$3,175,000 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Resolution.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are unconditionally and irrevocably assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the registered and beneficial owners of the Certificates now and hereafter, on a several and not joint basis. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the acquisition or construction thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed and his or her signature to be attested by the Secretary, and the District has caused this Installment Purchase Agreement to be executed by its Chairman, and also attested by the Secretary, all as of the day and year first above written.

SELLER: Signature: _____ SPECIMEN

Name: Roger Browning
as Nominee-Seller and the Treasurer
of the District

ATTEST:

SPECIMEN
Secretary, Board of Trustees

COMMUNITY COLLEGE DISTRICT NO. 529,
COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE AND WHITE AND STATE OF
ILLINOIS

SPECIMEN
Chairman, Board of Trustees

ATTEST:

SPECIMEN
Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), and as such officer I do hereby certify that on the ____ day of _____, 2014, there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board, attested by me in my capacity as Secretary of the Board, and further executed, as Nominee-Seller, by the Treasurer of the District, also attested by me, dated the ____ day of _____, 2014, and entitled “INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois”; and supporting the issuance of certain General Obligation Debt Certificates (Limited Tax), Series 2014, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature, this ____ day of _____, 2014.

SPECIMEN
Secretary, Board of Trustees

Section 6. Certificate Details. For the purpose of providing for the Project and Related Expenses, there shall be issued and sold the Certificates in a principal amount of \$3,175,000, which shall be designated “General Obligation Debt Certificates (Limited Tax), Series 2014.” The Certificates shall be dated _____, 2014, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each or \$100,000 plus integral multiples of \$5,000 (but no single Certificate shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward, and the Certificates shall become due and payable (subject to prior redemption as hereinafter described) on November 1, 2024.

The Certificates shall bear interest from their date of delivery at a rate of ____% per annum until November 1, 2015. The interest rate shall be adjusted on November 1, 2015, and on each November 1 thereafter, to a rate per annum equal to the greater of 9% per annum or 125% of the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of *The Bond Buyer*, published in New York (or any successor publication or index, or if such successor publication or index is no longer published then any index of long-term municipal tax-exempt bond yields then selected by the Board).

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on May 1 and November 1 of each year, commencing on November 1, 2015. Interest on each Certificate shall be paid by check or draft of _____, Illinois (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest

payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal corporate trust office of the Certificate Registrar.

The Certificates shall be signed by the manual or duly authorized facsimile signatures of the Chairman and Secretary, and shall be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 7. Registration of Certificates; Persons Treated as Owners. The District shall cause books (the “*Certificate Register*” as defined herein) for the registration and for the transfer of the Certificates as provided in this Resolution to be kept at the principal office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar or such other agent as the District

may designate shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer or exchange of any Certificate at the principal office of the Certificate Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Certificate Registrar and duly executed by the registered owner or his or her attorney for such owner duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Certificate and ending on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made to any registered owner of Certificates for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

Section 8. Redemption. (a) Optional Redemption. The Certificates shall be subject to redemption prior to maturity at the option of the District, as a whole or in part in integral multiples of \$5,000 in any order of their maturity as determined by the District (less than all of the Certificates of a single maturity to be selected by the Certificate Registrar), on any date, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) Mandatory Redemption. The Certificates are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
<u>2015</u>	<u>\$ 300,000</u>
<u>2016</u>	<u>300,000</u>
<u>2017</u>	<u>300,000</u>
<u>2018</u>	<u>300,000</u>
<u>2019</u>	<u>300,000</u>
<u>2020</u>	<u>325,000</u>
<u>2021</u>	<u>325,000</u>
<u>2022</u>	<u>325,000</u>
<u>2023</u>	<u>325,000</u>
<u>2024</u>	<u>375,000 (stated maturity)</u>

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The District shall, at least five (5) days prior to any redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or

portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the District in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Section 9. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 10. Form of Certificate. The Certificates shall be in substantially the following form; *provided, however*, that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [12] shall be inserted immediately after paragraph [1]:

[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS
COMMUNITY COLLEGE DISTRICT NO. 529
GENERAL OBLIGATION DEBT CERTIFICATES (LIMITED TAX), SERIES 2014

See Reverse Side for Additional Provisions

Maturity
Date: November 1, 2024

Dated
Date: _____, 2014

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the rate of ____% per annum until November 1, 2015. The interest rate will be adjusted on November 1, 2015, and on each November 1 thereafter, to a rate per annum equal to the greater of 9% per annum or 125% of the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of *The Bond Buyer*, published in New York (or any successor publication or index, or if such successor publication or index is no longer published then any index of long-term

municipal tax-exempt bond yields then selected by the Board of Education of the District). Such interest shall be paid on May 1 and November 1, commencing November 1, 2015, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of _____, Illinois, as certificate registrar and paying agent (the "*Certificate Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and the 15th day preceding any interest payment date occasioned by the redemption of this Certificate on other than a regular interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, and that the District shall budget funds annually and in a timely manner so as to provide

for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] In Witness Whereof Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signature of the Chairman and Secretary of said Board of Trustees and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of the District, all as of the Dated Date identified above.

SPECIMEN

Chairman, Board of Trustees

SPECIMEN

Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN

Treasurer, Board of Trustees

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:
_____,
_____, Illinois

This Certificate is one of the Certificates described in the within-mentioned Resolution and is one of the General Obligation Debt Certificates (Limited Tax), Series 2014, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

_____,
as Certificate Registrar

By _____
SPECIMEN
Authorized Signatory

[FORM OF CERTIFICATE - REVERSE SIDE]

**COMMUNITY COLLEGE DISTRICT NO. 529
COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS
GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 2014**

[6] This Certificate is one of a series of Certificates issued by the District for the purpose of providing funds to pay part of the cost of the Project and Related Expenses, all as described and defined in the Resolution authorizing the Certificates (the “*Resolution*”), in full compliance with the provisions of the Public Community College Act of the State of Illinois, the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board by a resolution duly adopted for that purpose, in all respects as by law required. The Certificates issued by the District in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “*Agreement*”), entered into by and between the District and the Treasurer of the District, as Seller-Nominee, to which reference is hereby expressly made

for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] Certificates of this series of which this Certificate is one are subject to redemption prior to maturity at the option of the District as a whole or in part in integral multiples of \$5,000 in any order of their maturity as determined by the District (less than all of the Certificates of a single maturity to be selected by the Certificate Registrar), on any date, at a redemption price of par plus accrued interest to the date fixed for redemption.

[8] The Certificates are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
<u>2015</u>	<u>\$ 300,000</u>
<u>2016</u>	<u>300,000</u>
<u>2017</u>	<u>300,000</u>
<u>2018</u>	<u>300,000</u>
<u>2019</u>	<u>300,000</u>
<u>2020</u>	<u>325,000</u>
<u>2021</u>	<u>325,000</u>
<u>2022</u>	<u>325,000</u>
<u>2023</u>	<u>325,000</u>
<u>2024</u>	<u>375,000 (stated maturity)</u>

[9] Notice of any such redemption shall be sent by first class mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal office of the Certificate Registrar in _____, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Certificates are issued in fully registered form in the denomination of \$5,000 or in integral multiples thereof. This Certificate may be exchanged at the principal office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the Resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

[12] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

[Here insert identifying number such as
TID, SSN, or other]

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint

as attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 11. Sale of Certificates. The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be by said Treasurer delivered to _____, Illinois (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being par; the contract for the sale of the Certificates heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificates have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly,

in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract; the surety bond executed by the Treasurer in connection with the issuance of the Certificates as required by Section 3-19 of the Public Community College Act is hereby approved and shall be filed with the County Clerk of each county in which any part of the District is situated; and the Certificates before being issued shall be registered, numbered and countersigned by the Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Term Sheet and any final Term Sheet relating to the Certificates (the “*Term Sheet*”) is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, said Preliminary Term Sheet, the Term Sheet and the Certificates.

Section 12. Use of Certificate Proceeds. Accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the “General Obligation Debt Certificates (Limited Tax) Fund of Series 2014” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the

purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the "Project Fund" (the "*Project Fund*"), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts ("*Work Contracts*") have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. Pursuant to this Resolution or subsequent resolution or resolutions to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Resolution, any such further resolution and said Work Contracts shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such resolution or resolutions and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work

Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the District already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the District from the proceeds of the Certificates.

Section 13. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Certificates and to establish the expectations of the Board and the District as to future events regarding the Certificates and the use of Certificate proceeds. The certifications, covenants and representations contained herein (except for paragraph 7.10) and at the time of the Closing are made on behalf of the District for the benefit of the owners from time to time of the Certificates. In addition to providing the certifications, covenants and representations contained herein, the District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the hereinafter defined Code or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal

income taxation for interest paid on the Certificates, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination. The Board and the District certify, covenant and represent as follows:

1.1. Definitions. In addition to such other words and terms used and defined in this Resolution, the following words and terms used in this Section shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

“*Affiliated Person*” means a Person that is affiliated with another Person (including the District) because either (a) at any time during the six months prior to the execution and delivery of the Certificates, more than five percent of the voting power of the governing body of either Person is in the aggregate vested in the other Person and its directors, officers, owners, and employees, or (b) during the one-year period beginning six months prior to the execution and delivery of the Certificates, the composition of the governing body of the Person (or any Person that controls the Person) is modified or established to reflect (directly or indirectly) representation of the interests of the other Person (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

“*Bond Counsel*” means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“*Capital Expenditures*” means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the District were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

“*Closing*” means the first date on which the District is receiving the purchase price for the Certificates.

“*Commingled Fund*” means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

“Control” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

“Controlled Entity” means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

“Controlled Group” means a group of entities directly or indirectly subject to Control by the same entity or group of entities. A Controlled Group includes the entity that has Control of the other entities.

“Controlling Entity” means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

“Costs of Issuance” means the costs of issuing the Certificates, including underwriters’ discount and legal fees.

“De Minimis Amount of Original Issue Discount or Premium” means with respect to an obligation (a) any original issue discount or premium that does not exceed two percent of the stated redemption price at maturity of the Certificates plus (b) any original issue premium that is attributable exclusively to reasonable underwriter’s compensation.

“External Commingled Fund” means a Commingled Fund in which the District and all members of the same Controlled Group as the District own, in the aggregate, not more than ten percent of the beneficial interests.

“GIC” means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

“Gross Proceeds” means amounts in the Certificate Fund and the Project Fund.

“Person” means and includes any individual, body politic, governmental unit, agency or authority, trust, estate, partnership, association, company, corporation, joint-stock company, syndicate, group, pool, joint venture, other unincorporated organization or group, or group of any of the above.

“Placed-in-Service” means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its

operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

“Private Business Use” means any use of the Project by any Person (including the federal government) other than a state or local governmental unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any Person other than a state or local governmental unit (i) that conveys special legal entitlements to any portion of the Project, or (ii) under which any Person other than a state or local governmental unit has any special economic benefit with respect to any portion of the Project that is not available for use by the general public.

“Qualified Administrative Costs of Investments” means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

“Qualified Tax Exempt Obligations” means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludable from gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest which is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. pt. 344 (this clause (c) applies only to demand deposit SLGS, not to other types of SLGS).

“Rebate Fund” means the fund, if any, identified and defined in paragraph 4.1 herein.

“Rebate Provisions” means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

“Regulations” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

“Reimbursed Expenditures” means any expenditures of the District paid prior to Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

“*Sale Proceeds*” means amounts actually or constructively received from the sale of the Certificates, including (a) amounts used to pay underwriter’s discount or compensation, (b) accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (c) amounts derived from the sale of any right that is part of the terms of a Certificate or is otherwise associated with a Certificate (e.g., a redemption right).

“*Yield*” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation produces an amount equal to the obligation’s purchase price (or in the case of the Certificates, the issue price as established in paragraph 5.1 hereof), including accrued interest. For purposes of computing the Yield on the Certificates and on investments, the same compounding interval (which must be an interval of not more than one year) and standard financial conventions (such as a 360-day year) must be used.

“*Yield Reduction Payment*” means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

2.1. *Purpose of the Certificates.* The Certificates are being issued to finance the Project in a prudent manner consistent with the revenue needs of the District. A breakdown of the sources and uses of funds is set forth in the preceding Section of this Resolution. Except for any accrued interest on the Certificates used to pay first interest due on the Certificates, no proceeds of the Certificates will be used more than 30 days after the date of issue of the Certificates for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the District or for the purpose of replacing any funds of the District used for such purpose.

2.2. *The Project — Binding Commitment and Timing.* The District has incurred or will, within six months of the Closing, incur a substantial binding obligation (not subject to contingencies within the control of the District or any member of the same Controlled Group as the District) to a third party to expend at least five percent of the Sale Proceeds on the Project. It is expected that the work of acquiring and constructing the Project and the expenditure of amounts deposited into the Project Fund will continue to proceed with due diligence no later than three years after Closing, at which time it is anticipated that all Sale Proceeds and investment earnings thereon will have been spent.

2.3. *Reimbursement.* With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the District hereby declares its intent to reimburse such expenditures and hereby allocates Sale Proceeds in the amount indicated in the Treasurer’s Receipt to be delivered in connection with the issuance of the Certificates to reimburse said expenditures. Otherwise, none of the Sale Proceeds or investment earnings thereon will be used for Reimbursed Expenditures.

2.4. *Working Capital.* All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to finance Capital Expenditures other than the following:

- (a) working capital expenditures directly related to Capital Expenditures financed by the Certificates, in an amount not to exceed five percent of the Sale Proceeds;
- (b) payments of interest on the Certificates for a period commencing at Closing and ending on the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service;
- (c) Costs of Issuance and Qualified Administrative Costs of Investments;
- (d) payments of rebate or Yield Reduction Payments made to the United States;
- (e) principal of or interest on the Certificates paid from unexpected excess Sale Proceeds and investment earnings thereon; and
- (f) investment earnings that are commingled with substantial other revenues and are expected to be allocated to expenditures within six months of the date commingled.

2.5. *Consequences of Contrary Expenditure.* The District acknowledges that if Sale Proceeds and investment earnings thereon are spent for non-Capital Expenditures other than as permitted by paragraph 2.4 hereof, a like amount of then available funds of the District will be treated as unspent Sale Proceeds.

2.6. *Payments to District or Related Persons.* The District acknowledges that if Sale Proceeds or investment earnings thereon are transferred to or paid to the District or any member of the same Controlled Group as the District, those amounts will not be treated as having been spent for federal income tax purposes. However, Sale Proceeds or investment earnings thereon will be allocated to expenditures for federal income tax purposes if the District uses such amounts to reimburse itself for amounts paid to persons other than the District or any member of the same Controlled Group as the District, *provided* that the original expenditures were paid on or after Closing or are permitted under paragraph 2.3 of this Section, and *provided* that the original expenditures were not otherwise paid out of Sale Proceeds or investment earnings thereon or the proceeds of any other borrowing. Any Sale Proceeds or investment earnings thereon that are transferred to or paid to the District or any member of the same Controlled Group as the District (other than as reimbursement permitted by paragraph 2.3 or as a result of investment earnings commingling under paragraph 2.4(f)) will remain Sale Proceeds or investment earnings thereon, and thus Gross Proceeds, until such amounts are allocated to expenditures for federal income tax purposes. If the District does not otherwise allocate any such amounts to expenditures for the Project or other expenditures permitted under this Resolution, any such amounts will be allocated for federal income tax purposes to the

next expenditures, not otherwise paid out of Sale Proceeds or investment earnings thereon or the proceeds of any other borrowing, for interest on the Certificates prior to the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service. The District will consistently follow this accounting method for federal income tax purposes.

2.7. Investment of Certificate Proceeds. Not more than 50% of the Sale Proceeds and investment earnings thereon are or will be invested in investments (other than Qualified Tax Exempt Obligations) having a Yield that is substantially guaranteed for four years or more. No portion of the Certificates is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Certificates.

It is expected that the Sale Proceeds deposited into the Project Fund, plus investment earnings on the Project Fund, will be spent to pay costs of the Project, including any capitalized interest on the Certificates, in accordance with the estimated drawdown schedule contained in the Exhibit, the investment earnings on the Certificate Fund will be spent to pay interest on the Certificates, or to the extent permitted by law, investment earnings on amounts in the Project Fund and the Certificate Fund may be commingled with substantial revenues from the governmental operations of the District, and the earnings are reasonably expected to be spent for governmental purposes within six months of the date commingled. Interest earnings on the Project Fund and the Certificate Fund have not been earmarked or restricted by the Board for a designated purpose.

2.8. No Grants. None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

2.9. Hedges. Neither the District nor any member of the same Controlled Group as the District has entered into or expects to enter into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Certificates. The District acknowledges that any such hedge could affect, among other things, the calculation of Certificate Yield under the Regulations. The IRS could recalculate Certificate Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction. The District acknowledges that if it wishes to take any such hedge into account in determining Certificate Yield, various requirements under the Regulations, including prompt identification of the hedge with the Certificates on the District's books and records, need to be met.

The District also acknowledges that if it acquires a hedging contract with an investment element (including *e.g.*, an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Certificates, and be subject to the fair market purchase price rules, rebate and yield restriction. The District agrees not to use proceeds of the Certificates to pay for any such hedging contract in whole or in part. The District also agrees that it will

not give any assurances to any Certificateholder or any credit or liquidity enhancer with respect to the Certificates that any such hedging contract will be entered into or maintained. The District recognizes that if a portion of a hedging contract is determined to be an investment of Gross Proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

2.10. IRS Audits. The District represents that the IRS has not contacted the District regarding any obligations issued by or on behalf of the District. To the best of the knowledge of the District, no such obligations of the District are currently under examination by the IRS.

3.1. Use of Proceeds. (a) The use of the Sale Proceeds and investment earnings thereon and the funds held under this Resolution at the time of Closing are described in the preceding Section of this Resolution. No Sale Proceeds will be used to pre-pay for goods or services to be received over a period of years prior to the date such goods or services are to be received. No Sale Proceeds and no investment earnings thereon will be used to pay for or otherwise acquire goods or services from the District, any member of the same Controlled Group as the District, or an Affiliated Person.

(b) Only the funds and accounts described in said Section will be funded at Closing. There are no other funds or accounts created under this Resolution, other than the Rebate Fund if it is created as provided in paragraph 4.1 hereof.

(c) Principal of and interest on the Certificates will be paid from the Certificate Fund.

(d) Any Costs of Issuance incurred in connection with the issuance of the Certificates to be paid by the District will be paid at the time of Closing.

(e) The costs of the Project will be paid from the Project Fund and no other moneys (except for investment earnings on amounts in the Project Fund) are expected to be deposited therein.

3.2. Purpose of Certificate Fund. Purpose of Certificate Fund. The Certificate Fund will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Certificates in each bond year. It is expected that the Certificate Fund will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Certificate Fund for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Certificates for the immediately preceding bond year.

3.3. No Other Gross Proceeds. (a) Except for the Certificate Fund and the Project Fund, and except for investment earnings that have been commingled as described in paragraph 2.6 and any credit enhancement or liquidity device related to the Certificates, after the issuance of the Certificates, neither the District nor any member of

the same Controlled Group as the District nor any other Person has or will have any property, including cash, securities or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Certificates (other than the Rebate Fund);

(iii) amounts that have a sufficiently direct nexus to the Certificates or to the governmental purpose of the Certificates to conclude that the amounts would have been used for that governmental purpose if the Certificates were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(iv) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Certificates or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Certificates or any obligations under any credit enhancement or liquidity device with respect to the Certificates, even if financial difficulties are encountered;

(v) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the Certificateholders or any credit enhancement provider, including any liquidity device or negative pledge (*e.g.*, any amount pledged to secure the Certificates held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of holders of the Certificates or a guarantor of the Certificates); or

(vi) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i) or (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Certificates or any credit enhancement or liquidity device related to the Certificates.

(c) The term of the Certificates is not longer than is reasonably necessary for the governmental purposes of the Certificates. The average reasonably expected economic life of the Project is at least ____ years. The weighted average maturity of the Certificates does not exceed ____ years and does not exceed 120 percent of the average reasonably expected economic life of the Project. The maturity schedule of the

Certificates (the “*Principal Payment Schedule*”) is based on an analysis of revenues expected to be available to pay debt service on the Certificates. The Principal Payment Schedule is not more rapid (*i.e.*, having a lower average maturity) because a more rapid schedule would place an undue burden on tax rates or the rates of other revenue sources to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Certificates as set forth in paragraph 2.1 hereof.

3.4. Final Allocation of Proceeds. Subject to the requirements of this Section, including those concerning working capital expenditures in paragraph 2.4, the District may generally use any reasonable, consistently applied accounting method to account for Gross Proceeds, investments thereon, and expenditures. The District must account for the final allocation of proceeds of the Certificates to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the property with respect to which the expenditure is made is Placed-in-Service. This allocation must be made in any event by the date 60 days after the fifth anniversary of the issue date of the Certificates or the date 60 days after the retirement of the Certificates, if earlier.

Reasonable accounting methods for allocating funds include any of the following methods if consistently applied: a specific tracing method; a Gross Proceeds spent first method; a first-in, first-out method; or a ratable allocation method. The District may also reallocate proceeds of the Certificates from one expenditure to another until the end of the period for final allocation, discussed above. Unless the District has taken an action to use a different allocation method by the end of the period for a final allocation, proceeds of the Certificates will be treated as allocated to expenditures using the specific tracing method.

4.1. Compliance with Rebate Provisions. The District covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Certificates. The District will make, or cause to be made, rebate payments with respect to the Certificates in accordance with law.

The District is hereby authorized to create and establish a special fund to be known as the Rebate Fund (the “*Rebate Fund*”), which, if created, shall be continuously held, invested, expended and accounted for in accordance with this Resolution. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Certificates. Moneys in the Rebate Fund (including earnings and deposits therein) shall be held and used for any required payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Resolution.

4.2. Records. The District agrees to keep and retain or cause to be kept and retained for the period described in paragraph 7.9 adequate records with respect to the investment of all Gross Proceeds and any amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued

interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment ceases to be Gross Proceeds on a date other than the date such investment is sold or is retained after the date the last Certificate is retired, the records required to be kept shall include the fair market value of such investment on the date the last Certificate is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

4.3. *Fair Market Value; Certificates of Deposit and Investment Agreements.* In making investments of Gross Proceeds and any amounts in the Rebate Fund the District shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below. Investments in federally insured deposits or accounts, including certificates of deposit, may not be made except as allowed under paragraph 5.4.

(b) Investments in GICs shall be made only if

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review other bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Certificates;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Certificates;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the District or any other person (whether or not in connection with the Certificates) and that the bid is not being submitted solely as a courtesy to the District or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

A single investment, or multiple investments awarded to a provider based on a single bid, may not be used for funds subject to different rules relating to rebate or yield restriction.

(c) If a GIC is purchased, the District will retain the following records with its bond documents until three years after the Certificates are redeemed in their entirety:

- (i) a copy of the GIC;
- (ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under subparagraph (b)(xi) of this paragraph;
- (iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and
- (iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in (a) or (b) of this paragraph and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an investment is traded on an established securities market only if at any time during the 31-day period ending 15 days after the purchase date: (i) within a reasonable period of time after the sale, the price for an executed purchase or sale of the investment (or information sufficient to calculate the sales price) appears in a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments (including a price provided only to certain customers or to subscribers), or persons that broker purchases or sales of debt instruments; (ii) there are one or more firm quotes for the investment (a firm quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; a price quote is considered to be available whether the quote is initiated by a person providing the quote or provided at the request of the person receiving the quote; the identity of the person providing the quote must be reasonably ascertainable for a quote to be considered a firm quote for this purpose; a quote will be considered a firm quote if the quote is designated as a firm quote by the person providing the quote or if market participants typically purchase or sell, as the case may be, at the quoted price, even if the party providing the quote is not legally obligated to purchase or sell at that price); or (iii) there are one or more indicative quotes for the investment (an indicative quote is considered to exist when a price quote is available from at least one

broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the price quote is not a firm quote described in the prior clause). However, a maturity of a debt instrument is not treated as traded on an established market if at the time the determination is made the outstanding stated principal amount of the maturity that includes the debt instrument does not exceed \$100,000,000 (or, for a debt instrument denominated in a currency other than the U.S. dollar, the equivalent amount in the currency in which the debt instrument is denominated).

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the District. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this paragraph.

The foregoing provisions of this paragraph satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this paragraph are contained herein for the protection of the District, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Certificates. The District may contact Bond Counsel if it does not wish to comply with the provisions of this paragraph.

4.4. Arbitrage Elections. The Chairman, the Secretary and the Treasurer are hereby authorized to execute one or more elections regarding certain matters with respect to arbitrage.

4.5. Small Issuer Exception. The District is a governmental unit that has the power to impose a tax or to cause another entity to impose a tax of general applicability that, when collected, may be used for the governmental purposes of the District. The power to impose such tax is not contingent on approval by another governmental unit; a tax of general applicability is one that is not limited to a small number of persons. The District is not subject to Control by any other governmental unit or political subdivision. None of the Certificates is or will be a "private activity bond" (as defined in Section 141 of the Code). Ninety-five percent or more of the Sale Proceeds and investment earnings thereon will be used for local governmental activities of the District. None of the District, any entity that issues tax-exempt bonds, qualified tax credit bonds or direct pay bonds on behalf of the District or any entity subject to Control by the District will issue, during the calendar year 2014, any tax-exempt bonds (other than current refunding bonds to the extent of the aggregate face amount of the tax-exempt bonds being currently refunded thereby), qualified tax credit bonds or direct pay bonds in an aggregate face amount in excess of the *maximum aggregate face amount* (as hereinafter defined). As used herein, (a) "*tax-exempt bonds*" means obligations of any kind, the interest on which is excludable from gross income of the holders or owners thereof for federal income tax

purposes pursuant to Section 103 of the Code but not including (i) “private activity bonds” (as defined in Section 141 of the Code) or (ii) obligations issued to refund another obligation if it is issued not more than 90 days before the redemption of the refunded obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation, (b) “*aggregate face amount*” means, if an issue has more than a De minimis Amount of Original Issue Discount or Premium, the issue price of the issue and otherwise means the principal amount of the issue, (c) “*maximum aggregate face amount*” means, the sum of (i) \$5,000,000 and (ii) the aggregate face amount of bonds issued during the calendar year that are allocable to financing construction expenditures for public school facilities, but in no event can the *maximum aggregate face amount* exceed \$10,000,000, (d) “*qualified tax credit bonds*” means any qualified tax credit bond (as defined in Section 54A(d) of the Code) or any “build America bond” that is not a qualified bond under Section 6431 of the Code and (e) “*direct pay bonds*” means any bond treated as a qualified bond as defined in Section 6431 of the Code. As of the date hereof, no tax-exempt bonds, qualified tax credit bonds, direct pay bonds or other obligations subject to arbitrage restrictions (other than the Certificates) have been issued by the District, any entity that issues bonds on behalf of the District or any entity subject to Control by the District during the calendar year 2014. The District does not reasonably expect that it, any entity that issues bonds on behalf of the District or any entity subject to Control by the District (including but not limited to the District) will issue any tax-exempt bonds, qualified tax credit bonds, direct pay bonds or other obligations subject to arbitrage restrictions within calendar year 2014. Therefore, subject to compliance with all the terms and provisions hereof, the District is excepted from the required rebate of arbitrage profits on the Certificates under Section 148(f)(4)(D) of the Code and from the terms and provisions of this Resolution that need only be complied with if the District is subject to the arbitrage rebate requirement.

5.1. *Issue Price.* For purposes of determining the Yield on the Certificates, the purchase price of the Certificates is equal to the price being paid to the District by the Purchaser. The Purchaser has certified that it is buying the Certificates as an investment for its own account with no intention to resell the Certificates. The purchase price of each of the Certificates is not less than the fair market value of the Certificate as of the date the Purchaser agreed to buy the Certificates.

5.2. *Yield Limits.* (a) Except as provided in paragraph (b), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Certificates plus, if only amounts in the Project Fund are subject to this yield limitation, 1/8th of one percent.

(b) The following may be invested without Yield restriction:

(i) amounts qualifying for a temporary period consisting of:

(A) amounts on deposit in the Certificate Fund (except for capitalized interest) that have not been on deposit under this Resolution for more than

13 months, so long as the Certificate Fund continues to qualify as a bona fide debt service fund as described in paragraph 3.2 hereof;

(B) amounts on deposit in the Project Fund prior to the earlier of three years after Closing or the date the District no longer expects to spend all such amounts;

(C) amounts in the Certificate Fund to be used to pay capitalized interest on the Certificates prior to the earlier of three years after Closing or the payment of all capitalized interest;

(ii) amounts qualifying for other exceptions consisting of:

(A) an amount not to exceed the lesser of \$100,000 or five percent of the Sale Proceeds;

(B) amounts invested in Qualified Tax Exempt Obligations;

(C) amounts in the Rebate Fund;

(D) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and

(E) all amounts derived from the investment of Sale Proceeds or investment earnings thereon for a period of one year from the date received.

5.3. *Federal Guarantees.* Except as otherwise permitted by the Regulations, no portion of the payment of principal or interest on the Certificates or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). This paragraph does not apply to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

5.4. *Federally Guaranteed Investments.* (a) Certain Gross Proceeds may not be invested in a manner that is considered to create a federal guarantee. The restrictions in this paragraph 5.4 applies to all Gross Proceeds except:

- (i) amounts on deposit in the Project Fund prior to the earlier of three years after Closing or the date the District no longer expects to spend all such amount;

- (ii) amounts on deposit in the Certificate Fund to the extent the Certificate Fund qualifies as a bona fide debt service fund described in paragraph 3.2; and

- (iii) amounts in the Certificate Fund to be used to pay capitalized interest on the Certificates prior to the earlier of three years after Closing or the payment of all capitalized interest.

(b) If the District holds any Gross Proceeds other than those listed in the preceding paragraph (a), then any such Gross Proceeds in an amount in excess of five percent of the Sale Proceeds shall not be invested in:

- (i) federally insured deposits or accounts, such as bank accounts and C.D.s;

- (ii) Obligations of or directly or indirectly guaranteed, in whole or in part, by the United States (or any agency or instrumentality of the United States), other than the following:

- (a) United States Treasury Obligations;

- (b) obligations issued by the Resolution Funding Corporation pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended by Section 511 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, or any successor provision (*e.g.*, Refcorp Strips); and

- (c) obligations guaranteed by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Because of these investment limitations, after the date three years after Closing, any amounts remaining in the Project Fund must be invested in U.S. Treasury obligations (including obligations of the State and Local Government Series, known as SLGS) or otherwise invested to avoid violating the restrictions set forth in this section.

6.1. *Payment and Use Tests.* (a) No more than five percent of the Sale Proceeds plus investment earnings thereon (not including amounts used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) and amounts invested in a reserve or replacement fund), will be used, directly or indirectly, in whole or in part, in any Private Business Use.

(b) The payment of more than five percent of the principal of or the interest on the Certificates will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not to the District or a member of the same Controlled Group as the District) in respect of property, or borrowed money, used or to be used in any Private Business Use.

(c) No more than the lesser of five percent of the sum of the Sale Proceeds and investment earnings thereon (not including amounts used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) and amounts invested in a reserve or replacement fund) or \$5,000,000 will be used, directly or indirectly, to make or finance loans to any persons.

(d) No user of the Project other than a state or local governmental unit will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public.

6.2. *I.R.S. Form 8038-G.* The information contained in the Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, is true and complete. The District will file Form 8038-G (and all other required information reporting forms) in a timely manner.

6.3. *Bank Qualification.* (a) The District hereby designates each of the Certificates as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the District hereby certifies that (i) none of the Certificates will be at anytime a “private activity bond” (as defined in Section 141 of the Code), (ii) as of the date hereof in calendar year 2014, other than the Certificates, no tax-exempt obligations of any kind have been issued (x) by or on behalf of the District, (y) by other issuers any of the proceeds of which have been or will be used to make any loans to the District or (z) any portion of which has been allocated to the District for purposes of Section 265(b) of the Code and (iii) not more than \$10,000,000 of obligations of any kind (including the Certificates) issued (x) by or on behalf of the District, (y) by other issuers any of the proceeds of which have been or will be used to make any loans to the District or (z) any portion of which has been allocated to the District for purposes of Section 265(b) of the Code during calendar year 2014 will be designated for purposes of Section 265(b)(3) of the Code.

(b) The District is not subject to Control by any entity, and there are no entities subject to Control by the District.

(c) On the date hereof, the District does not reasonably anticipate that for calendar year 2014 it will issue, have another entity issue on behalf of the District, borrow the proceeds of or have allocated to the District for purposes of Section 265(b) of the Code more than \$10,000,000 Section 265 Tax-Exempt Obligations (including the Certificates). "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code. The District will not, in calendar year 2014 issue, permit the issuance on behalf of it or by any entity subject to Control by the District (which may hereafter come into existence), borrow the proceeds of or have allocated to it for purposes of Section 265(b) of the Code Section 265 Tax-Exempt Obligations (including the Certificates) that exceed the aggregate amount of \$10,000,000 during calendar year 2014 unless it first obtains an opinion of Bond Counsel to the effect that such issuance, borrowing or allocation will not adversely affect the treatment of the Certificates as "qualified tax-exempt obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code.

(d) The Certificates have not been sold in conjunction with any other obligation.

7.1. Termination; Interest of District in Rebate Fund. The terms and provisions set forth in this Section shall terminate at the later of (a) 75 days after the Certificates have been fully paid and retired or (b) the date on which all payments, if any, required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of paragraphs 4.2, 4.3(c) and 7.9 hereof shall not terminate until the third anniversary of the date the Certificates are fully paid and retired.

7.2. Separate Issue. Since a date that is 15 days prior to the date of sale of the Certificates by the District to the Purchaser, neither the District nor any member of the same Controlled Group as the District has sold or delivered any tax-exempt obligations other than the Certificates that are reasonably expected to be paid out of substantially the same source of funds as the Certificates. Neither the District nor any member of the same Controlled Group as the District will sell or deliver within 15 days after the date of sale of the Certificates any tax-exempt obligations other than the Certificates that are reasonably expected to be paid out of substantially the same source of funds as the Certificates.

7.3. No Sale of the Project. (a) Other than as provided in the next sentence, neither the Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the District of the property (determined on the date of issuance of the Certificates) or (ii) the last maturity date of the Certificates. The District may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the District of the property (determined on the date of issuance of the Certificates) or (ii) the last maturity of the Certificates, provided: (A) the weighted

average maturity of the Certificates financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the District reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the District deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the District reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The District acknowledges that if Certificate-financed property is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require prompt remedial actions to prevent interest on the Certificates from being included in gross income for federal income tax purposes. The District shall promptly contact Bond Counsel if a sale or other disposition of Certificate-financed property in a manner contrary to (a) above is considered by the District.

7.4. Purchase of Certificates by District. The District will not purchase any of the Certificates except to cancel such Certificates.

7.5. First Call Date Limitation. The period between the date of Closing and the first call date of the Certificates is not more than 10-1/2 years.

7.6. Registered Form. The District recognizes that Section 149(a) of the Code requires the Certificates to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Certificates are delivered. In this connection, the District agrees that it will maintain the Certificates in registered form and will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

7.7. Future Events. The District acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein. The District shall promptly contact Bond Counsel if such changes do occur.

7.8. Permitted Changes; Opinion of Bond Counsel. Any restriction or covenant contained in this Section need not be observed, and any provision of this Section may be changed or amended, only if (in addition to any requirements for a particular change contained elsewhere in this Section) such nonobservance, change or amendment will not result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Certificates or the inclusion of interest on the Certificates as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code and the District receives an opinion of Bond Counsel to such effect. Unless the District otherwise directs, such opinion shall be in such form and contain such disclosures and disclaimers as may be required so that such opinion will not be treated as

a covered opinion for purposes of Treasury Department regulations governing practice before the IRS (Circular 230) 31 C.F.R. pt. 10.

7.9. *Records Retention.* The District agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the Certificates from federal income taxation, to demonstrate compliance with the covenants in this Resolution and to show that all tax returns related to the Certificates submitted or required to be submitted to the IRS are correct and timely filed. Such records shall include, but are not limited to, basic records relating to the Certificate transaction (including this Resolution and the Bond Counsel opinion); documentation evidencing the expenditure of Certificate proceeds; documentation evidencing the use of Certificate-financed property by public and private entities (*i.e.*, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Certificates; and documentation pertaining to any investment of Certificate proceeds (including the information required under paragraphs 4.2 and 4.3 hereof and in particular information related to the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for as long as the Certificates are outstanding, plus three (3) years after the later of the final payment date of the Certificates or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Certificates.

7.10. *Post-Issuance Compliance Policy.* The District acknowledges that the IRS encourages issuers of tax-exempt bonds to adopt written post-issuance compliance policies in addition to its bond documents, and provides certain potential benefits to issuers that do so. For example, issuers may receive more favorable terms on any voluntary settlement pursuant to the IRS' voluntary closing agreement program if an issuer has adopted written procedures that, at a minimum, specify the official(s) with responsibility for monitoring compliance, a description of the training provided to such responsible official(s) with regard to monitoring compliance, the frequency of compliance checks (must be at least annual), the nature of the compliance activities required to be undertaken, the procedures used to timely identify and elevate the resolution of a violation when it occurs or is expected to occur, procedures for the retention of all records material to substantiate compliance with the applicable federal tax requirements, and an awareness of the availability of the IRS' voluntary closing agreement program and other remedial actions to resolve violations. Generally, a reference to reliance on the bond documents, without more, will not qualify as sufficient written procedures for these purposes.

The District has adopted written post-issuance compliance policies that meet the foregoing, which are contained in this Resolution. The post-issuance compliance policies do not constitute part of this Section, and the District may modify or eliminate any

post-issuance compliance policies without the consent of the holders of the Certificates and without regard to paragraph 7.8.

7.11. *Successors and Assigns.* The terms, provisions, covenants and conditions of this Section shall bind and inure to the benefit of the respective successors and assigns of the Board and the District.

7.12. *Expectations.* The Board has reviewed the facts, estimates and circumstances in existence on the date of issuance of the Certificates. On the basis of the facts and estimates contained herein, the District has adopted the expectations contained herein. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations.

The District also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the Chairman, the Secretary and the Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 14. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 15. Duties of Certificate Registrar. If requested by the Certificate Registrar, the Chairman and Secretary are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 16. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the District to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Certificates and other debt obligations of the District, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Certificates, the "*Tax Advantaged Obligations*").

Further, it is necessary and in the best interest of the District that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the District's covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the District's Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the District hereby adopt the following Record-Keeping Policy and, in doing so, amend any similar Record-Keeping Policy or Policies heretofore adopted:

(a) *Compliance Officer Is Responsible for Records.* The Treasurer of the District (the "*Compliance Officer*") is hereby designated as the keeper of all records of the District with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the District authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the District with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the District has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the District must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising

from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from “gross income” for federal income tax purposes, that the District is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the District, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

- (i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

- (ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

- (iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

- (iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

- (v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

- (vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

- (vii) copies of all contracts and agreements of the District, including any leases (the “*Contracts*”), with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax

Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to District employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the District has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the District's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Resolution and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Resolution and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the District. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The District may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of a resolution by the Board. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The District also recognizes that these procedures may need to be revised in the event the District enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 17. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 18. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted October 21, 2014.

Chairman, Board of Trustees

Secretary, Board of Trustees

EXHIBIT I

WORK CONTRACTS

Trustee _____ moved and Trustee _____
seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: G. Andrew Fischer, Marilyn Wolfe, Brenda Culver, John D. Brooks, Michael Correll, Gary Carter and William C. Hudson and the following Trustees voted NAY: _____

Whereupon the Chairman declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, which was done.

Other business not pertinent to the adoption of said Resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*Board*”), and as such official am the keeper of the records and files of the Board.

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 21st day of October, 2014, insofar as the same relates to the adoption of a resolution entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving the HVAC systems in the District’s facilities in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and for the issue of \$3,175,000 General Obligation Debt Certificates (Limited Tax), Series 2014, of said Community College District, evidencing the rights to payment under said Agreement, and providing for the security for and means of payment under said Agreement of said Certificates.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 21st day of October,
2014.

Secretary, Board of Trustees

Agenda Item #9E

**Consideration and action on a Resolution calling a public hearing
concerning the intent of the Board of Trustees to sell \$3,175,000 Funding
Bonds and \$1,325,000 Protection, Health and Safety Bonds**

MEMORANDUM

TO: Board of Trustees

DATE: October 21, 2014

FROM: Terry L. Bruce

SUBJECT: Consideration and action on a Resolution calling a public hearing concerning the intent of the Board of Trustees to sell \$3,175,000 Funding Bonds and \$1,285,000 Protection, Health and Safety Bonds

The Board is authorized to issue bonds, but also is required to hold a public hearing on such issuance by the Bond Issue Notification Act (BINA). The Board needs to take action that indicates an intent to issue Funding Bonds in the amount of \$3,175,000 and to issue PHS Bonds in the amount of \$1,285,000.

The PHS bonds will be issued for the purpose of alterations and repairs of District facilities to protect the health and safety of students, employees, and the public. Further, the Board is authorized to issue bonds for the purpose of paying outstanding debts of the District (Funding Bonds). These bonds will be paid off in December of 2018, and will be structured in a manner to wrap around current bonds outstanding so that the tax levy to tax payers for bond and interest will not be impacted, and will stay within the Board approved tax levy limit.

The resolution states that at the regular meeting of the Board on November 18, 2014, the Board will conduct a public hearing on the issuance of Funding Bonds and PHS bonds. In addition, a Notice of Public Hearing will be published once in the legal section of a local newspaper at least 7 days, but not more than 30 days, before the hearing.

Mr. Chairman, I ask the Board's approval of the attached Resolution calling for a public hearing concerning the intent of the Board of Trustees to issue \$3,175,000 of Funding Bonds and \$1,285,000 of Protection, Health and Safety Bonds.

TLB/rs

Attachment

MINUTES of a regular public meeting of the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held in the Banquet Room, Olney Central College, 305 North West, Olney, Illinois, in said Community College District at 7:00 o'clock P.M., on the 21st day of October, 2014.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Marilyn Wolfe, Brenda Culver, John D. Brooks, Michael Correll, Gary Carter, William C. Hudson and Carrie Stephens (non-voting student trustee).

The following Trustees were allowed by a majority of the Trustees of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chairman announced that the Bond Issue Notification Act requires that a public hearing be called and held in connection with the sale of bonds in the amount of \$3,175,000 for the purpose of paying claims against the District (the "*Funding Bonds*") and in the amount of \$1,285,000 for the purpose of altering and repairing its physical facilities for energy conservation, health or safety, environmental protection or handicapped accessibility (the "*Protection, Health and Safety Bonds*"), and that the Board of Trustees would consider the adoption of a resolution calling such public hearing.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each Trustee of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION calling a public hearing concerning the intent of the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, to sell \$3,175,000 Funding Bonds and \$1,285,000 Protection, Health and Safety Bonds.

* * *

WHEREAS, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, Illinois (the “*District*”), is a duly organized and existing community college district created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the Board of Trustees of the District (the “*Board*”) intends to sell bonds in the amount of \$3,175,000 for the purpose of paying claims against the District and in the amount of \$1,285,000 for the purpose of altering and repairing its physical facilities for energy conservation, health or safety, environmental protection or handicapped accessibility (collectively, the “*Bonds*”); and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the Board to hold a public hearing concerning the Board’s intent to sell the Bonds before adopting a resolution providing for the sale of the Bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by reference.

Section 2. Public Hearing. The Board hereby calls a public hearing to be held at 7:00 o'clock P.M. on the 18th day of November, 2014, in the David L. Hart Student Center, Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, in the District, concerning the Board's intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the "*Hearing*").

Section 3. Notice. The Secretary of the Board (the "*Secretary*") shall (i) publish notice of the Hearing at least once in the *Olney Daily Mail* or the *Mt. Carmel Daily Republican Register*, the same being newspapers of general circulation in the District, not less than 7 nor more than 30 days before the date of the Hearing and (ii) post at least 48 hours before the Hearing a copy of said notice at the principal office of the Board, which notice will be continuously available for public review during the entire 48-hour period preceding the Hearing.

Section 4. Form of Notice. Notice of the Hearing shall appear above the name of the Secretary and shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE BOARD OF TRUSTEES OF ILLINOIS EASTERN
COMMUNITY COLLEGE DISTRICT NO. 529, COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON, JASPER, LAWRENCE, WABASH, WAYNE
AND WHITE AND STATE OF ILLINOIS
TO SELL \$3,175,000 FUNDING BONDS AND \$1,285,000 PROTECTION, HEALTH & SAFETY BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), will hold a public hearing on the 18th day of November, 2014, at 7:00 o'clock P.M. The hearing will be held in the David L. Hart Student Center, Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in the amount of \$3,175,000 for the purpose of paying claims against the District and in the amount of \$1,285,000 for the purpose of altering and repairing its physical facilities for energy conservation, health or safety, environmental protection or handicapped accessibility.

By order of the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

DATED the 21st day of October, 2014.

Kathy Slichenmyer
Acting Secretary, Board of Trustees,
Illinois Eastern Community College District
No.529, Counties of Richland, Clark, Clay,
Crawford, Cumberland, Edwards,
Hamilton,,Jasper, Lawrence, Wabash, Wayne
and White and State of Illinois

Section 5. Hearing Requirements. At the Hearing, the Board shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The Board shall not adopt a resolution selling the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repeal. All resolutions and parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted October 21, 2014.

Chairman, Board of Trustees

Acting Secretary, Board of Trustees

Trustee _____ moved and Trustee _____
seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: G. Andrew Fischer, Marilyn Wolfe, Brenda Culver, John D. Brooks, Michael Correll, Gary Carter and William C. Hudson.

The following Trustees voted NAY: _____

Whereupon the Chairman declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Acting Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*Board*”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 21st day of October, 2014, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION calling a public hearing concerning the intent of the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, to sell \$3,175,000 Funding Bonds and \$1,285,000 Protection, Health and Safety Bonds.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Public Community College Act of the State of Illinois, as amended, and the Bond Issue Notification Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 21st day of October, 2014.

Acting Secretary, Board of Trustees

Agenda Item #9F

Annual Financial Report

MEMORANDUM

TO: Board of Trustees
DATE: October 21, 2014
FROM: Terry L. Bruce
SUBJECT: Annual Financial Report

Pursuant to Section 3-22.2 of the Public Community College Act, each district is required to annually publish a financial statement prior to November 15, in a newspaper of general circulation in the district. Then a copy of this publication must be filed with the ICCB by December 1.

Attached is the Annual Financial Report for the District that will be published.

Mr. Chairman, I recommend the Board approve the Annual Financial Report for the District so that it may be published locally and filed with the ICCB on a timely basis.

TLB/akb

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529
ANNUAL FINANCIAL REPORT
For the Fiscal Year Ended June 30, 2014

Community College District No. 529 Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, State of Illinois

Total District Assessed Valuation:	\$1,316,174,679
Total District Bonded Debt:	\$3,690,000

Tax Revenues:	<u>Extensions</u>	<u>Rates</u>
Education Fund	\$2,301,383	0.00175
Operations and Maintenance Fund	\$986,313	0.00075
Bond and Interest Fund	\$2,010,581	0.00153
Liability, Protection, and Settlement Fund	\$672,645	0.00051
Audit Fund	\$65,750	0.00005

STATEMENT OF REVENUE AND EXPENDITURES
For the Fiscal Year Ended 2014

<u>REVENUE BY SOURCE</u>	<u>Education Fund</u>	<u>Operations & Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Other Tax Funds</u>
Local Government	\$2,726,941	\$1,168,471	\$1,879,187	\$3,324,003
State Government	\$12,735,335	\$1,852,630	\$0	\$0
Federal Government	\$0	\$0	\$0	\$0
Student Tuition and Fees	\$13,234,503	\$0	\$0	\$0
Other Sources	<u>\$400,924</u>	<u>\$24,957</u>	<u>\$11,738</u>	<u>\$26,590</u>
TOTAL REVENUE	<u>\$29,097,703</u>	<u>\$3,046,058</u>	<u>\$1,890,925</u>	<u>\$3,350,593</u>
 <u>EXPENDITURES BY PROGRAM</u>				
Instruction	\$12,453,207	\$0	\$0	\$0
Academic Support	\$492,334	\$0	\$0	\$0
Student Services	\$1,419,841	\$0	\$0	\$0
Public Services	\$71,170	\$0	\$0	\$0
Auxiliary Enterprises	\$0	\$0	\$0	\$0
Operation and Maintenance of Plant	\$80,599	\$2,973,405	\$0	\$0
Institutional Support	\$5,901,080	\$8,209	\$1,861,250	\$1,830,744
Scholarships, Student Grants and Waivers	<u>\$6,566,756</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL EXPENDITURES	<u>\$26,984,987</u>	<u>\$2,981,614</u>	<u>\$1,861,250</u>	<u>\$1,830,744</u>
 OTHER FINANCING USES: Operating Transfers-In / (Out)	 <u>(\$1,133,635)</u>	 <u>\$0</u>	 <u>\$0</u>	 <u>\$0</u>
 FUND BALANCE (Deficit), June 30, 2014	 <u>\$18,100,364</u>	 <u>\$4,652,495</u>	 <u>\$354,113</u>	 <u>\$2,393,522</u>

Illinois Eastern Community Colleges offers a wide variety of educational opportunities.

Frontier Community College, Lincoln Trail College, Olney Central College and Wabash Valley College offer degrees in Associate in Arts, Associate in Science, Associate in General Studies, Associate in Science and Arts, Certificate in General Studies and Certificates in (8) eight Vocational Skills areas.

In addition, Frontier Community College offers (37) thirty-seven Certificates in Career and Technical Education and (10) ten Associate in Applied Science degrees. Frontier delivers the above offerings to (5) five of the Counties of Illinois Eastern Community College District No. 529.

Lincoln Trail College offers (23) twenty-three Certificates in Career and Technical Education and (12) twelve Associate in Applied Science Degrees in Career and Technical Education.

Olney Central College offers (24) twenty-four Certificates in Career and Technical Education and (14) fourteen Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (29) twenty-nine Certificates in Career and Technical Education and (16) sixteen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

Headcount: 30,577	Full-time Equivalent: 4,699
Staff Data: Full-time 312	Part-time: 843

All accounts of said Illinois Eastern Community College District No. 529 were audited by Clifton Larson Allen, LLP, Certified Public Accountants, for the fiscal year July 1, 2013 through June 30, 2014.

Dated at Olney, Illinois, this 21st day of October 2014.

Chairman, Board of Trustees: _____
G. Andrew Fischer

Acting Secretary, Board of Trustees: _____
Kathy Slichenmyer

Treasurer, Board of Trustees: _____
Roger Browning

It is the policy of the Board of Trustees of Illinois Eastern Community Colleges not to discriminate on the basis of race, color, religion, sex, age, disability, or national origin. Illinois Eastern Community Colleges operates pursuant to all applicable laws relating to the Americans with Disabilities Act, PL 101-336. Inquiries regarding compliance with the policy may be directed to:

Equal Opportunity Officers:

Bonnie Chaplin, IECC District Office, Olney, IL
Linda Monge, Frontier Community College, Fairfield, IL
Robert Conn, Lincoln Trail College, Robinson, IL
Vicki Stuckey, Olney Central College, Olney, IL
Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

Agenda Item #9G

Eligibility for Special Tax Levy

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 21, 2014
RE: Eligibility for Special Tax Levy

The Public Community College Act allows districts eligible for equalization to levy up to the combined state-wide average tax rate for education and operations and maintenance purposes if the District is currently levying less than that amount.

The Illinois Community College Board has certified that the average tax rate for education and operations and maintenance purposes is 26.81 cents per \$100.00 of equalized assessed valuation. Therefore, the District is eligible to levy an additional 1.81 cents of taxes, which would generate estimated additional tax revenue of \$237,128.00. If the Board were to utilize this additional levy authority, such levy would be subject to a back door referendum.

The Board of Trustees has never utilized this additional tax authority and I would recommend that it not levy the additional 1.81 cents. However, in the future as state revenues decline, the Board may want to consider this additional tax levy.

TLB/rs

Agenda Item #9H

Health Savings Accounts, Calendar Year 2015

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 21, 2014

SUBJECT: Health Savings Accounts, Calendar Year 2015

In February of 2010 the Board approved the offering of a Qualified High Deductible Health Plan (District Plan) to all non-faculty employees. The Board also implemented a plan allowing Health Savings Accounts (HSA) that enabled qualified employees in the District Plan to set aside money in pre-tax dollars.

Bargaining unit faculty are eligible to participate in the HSA program. Pursuant to the recently settled bargaining unit faculty contract, the Board agreed to a \$1,000 HSA contribution for both calendar years 2015 and 2016 for faculty. Since the HSA program requires equal contributions, the Board will also need to contribute \$1,000 to each non-bargaining unit employee's HSA. This contribution would be only for each non-bargaining unit employee working at least 40 hours of service per week.

The Board normally establishes the amount of the District's contribution to the District Plan participant's HSA prior to the beginning of the open enrollment period which will begin the end of October and run through early December. The District has made the following contribution to each qualified employee's HSA since implementation:

Calendar Year 2010 - \$1,500
Calendar Year 2011 - \$500
Calendar Year 2012 - \$1,000
Calendar Year 2013 - \$1,000
Calendar Year 2014 - \$1,000
Calendar Year 2015 - \$1,000 (Recommended)

Administration believes the District's high deductible plan has been very successful in reducing the size of premium increases. I recommend that the Board make a \$1,000 contribution for Calendar Year 2015 to each qualified employee's HSA. A qualified employee being all bargaining unit faculty employees and all non-bargaining unit employees working at least 40 hours of service per week as defined in Business Procedure 300.1 for Employee Benefits.

TLB/akb

Agenda Item #9I

Employee Health and Dental Insurance Renewal

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 21, 2014

SUBJECT: Employee Health and Dental Insurance Renewal

Blue Cross Blue Shield (BCBS) has proposed an overall 5.6% average rate decrease for District employee's health coverage and a 0.0% increase in dental rates.

Beginning in calendar year 2010, the District implemented a "Qualified High Deductible Health Plan" (QHDHP) to hold down the cost of providing health care coverage to District employees and to reduce the size of annual health insurance premium increases. The District also created Health Savings Accounts (HSA) and implemented a Medical Reimbursement Plan (MRP) for eligible employees.

Administration believes the District's QHDHP and MRP have been successful in reducing the size of increases of the District's annual health care premiums by promoting "consumerism" and stressing employee "ownership" in their ability to affect premiums. The recent history of the District's health rate increases follow:

Rate Increase History

September 1, 2009 – August 30, 2010	15.0% Increase
September 1, 2010 – December 31, 2010	10.4% Increase
January 1, 2011 – December 31, 2011	8.5% Increase
January 1, 2012 – December 31, 2012	7.2% Increase
January 1, 2013 – December 30, 2013	5.6% Increase
January 1, 2014 – December 30, 2014	12.3% Increase (Includes 3.3% for ACA)
January 1, 2015 – December 30, 2015	(5.6%) Decrease

BCBS has proposed a 0.0% increase in dental premiums. The District's dental plan covers all full-time employees. The dental renewal rates are comparable to the rates three years ago.

The January 1, 2015 renewal for BCBS will also include language that continues to include TIER II employees to the group of employees eligible for health insurance coverage. TIER II employees are employees who average between 30 – 39.99 hours of service per week. These employees are eligible for health insurance benefits and the district pays 25% of the monthly premium for the District plan (\$177.32 for 2015) towards their elected coverage.

I recommend that the Board accept the renewal as proposed by BCBS of Illinois, to be effective January 1, 2015 to December 31, 2015. The proposed rates are attached for your review.

TLB/akb

Attachment

**BCBS Rates and Deduction Amounts - effective 01/01/2015
for Tier I employees**

**DISTRICT Plan Rates - MEDICAL
(High Deductible Plan)**

	Monthly Rate	Employer Monthly Contribution	Employee Monthly Deduction
Employee Only	\$709.30	\$709.30	\$0.00
E & Spouse	\$1,528.22	\$709.30	\$818.92
E & Children	\$1,130.95	\$709.30	\$421.65
E & Family	\$2,063.88	\$709.30	\$1,354.58

Optional Plan Rates -MEDICAL

	Monthly Rate	Employer Monthly Contribution	Employee Monthly Deduction
Employee Only	\$834.91	\$709.30	\$125.61
E & Spouse	\$1,798.88	\$709.30	\$1,089.58
E & Children	\$1,331.25	\$709.30	\$621.95
E & Family	\$2,429.40	\$709.30	\$1,720.10

Dental Rates - Same for all Plans

	Monthly Rate	Employer Monthly Contribution	Employee Monthly Deduction
Employee Only	\$29.10	\$29.10	\$0.00
E & Spouse	\$59.45	\$29.10	\$30.35
E & Children	\$75.17	\$29.10	\$46.07
E & Family	\$80.34	\$29.10	\$51.24

**BCBS Rates and Deduction Amounts - effective 01/01/2015
for Tier II employees**

**DISTRICT Plan Rates - MEDICAL
(High Deductible Plan)**

		Employer	Employee
	Monthly Rate	Monthly Contribution	Monthly Deduction
Employee Only	\$709.30	\$177.32	\$531.98
E & Spouse	\$1,528.22	\$177.32	\$1,350.90
E & Children	\$1,130.95	\$177.32	\$953.63
E & Family	\$2,063.88	\$177.32	\$1,886.56

Optional Plan Rates -MEDICAL

		Employer	Employee
	Monthly Rate	Monthly Contribution	Monthly Deduction
Employee Only	\$834.91	\$177.32	\$657.59
E & Spouse	\$1,798.88	\$177.32	\$1,621.56
E & Children	\$1,331.25	\$177.32	\$1,153.93
E & Family	\$2,429.40	\$177.32	\$2,252.08

Dental Rates - Tier II employees are not eligible for Dental benefits

Agenda Item #9J

Approval of Tax Abatement – Mt. Carmel/Wabash County

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 21, 2014
RE: Approval of Tax Abatement – Mt. Carmel/Wabash County Enterprise Zone

The City of Mt. Carmel has proposed a change in its current Enterprise Zone. The City asked for an abatement of taxes within the Enterprise Zone for those entities that have made improvements and the abatement would only be on such improvements, and that such tax abatement shall be 100% for a period of five years. The abatement only applies to industrial and commercial property.

I ask the Board's approval of the Mt. Carmel/Wabash County Enterprise Zone.

TLB/rs

Attachment

RESOLUTION

WHEREAS, the Mt. Carmel/Wabash County Enterprise Zone have made known to Illinois Eastern Community College District #529, a public taxing authority, their intention of applying for a joint Enterprise Zone with Wabash County and the City of Mt. Carmel.

WHEREAS, both the extensions of adding territory and creating a new joint enterprise zone to be known as Mt. Carmel/Wabash County Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 10 Illinois Compiled Statutes 655 et seq, and the eventual success of an Enterprise Zone depend upon community support and the nature of incentives to be offered and,

WHEREAS, public taxing authority finds that the joint effort of Mt. Carmel/Wabash County will serve the interest of all local taxing authorities and the entire communities by stimulating economic revitalization.

NOW, THEREFORE, BE IT RESOLVED BY THE Illinois Eastern Community College District #529:

The Illinois Eastern Community College District #529 hereby authorizes and directs the County Clerk to abate that portion of its taxes on real property located within the designated Mt. Carmel/Wabash County Enterprise Zone resulting from an increase in assessed valuation which is attributable to the construction of improvements and subject to the following limitations:

- (a) The abatement shall apply only to the taxes corresponding to an increase in assessed valuation after improvements (either new construction or renovation or rehabilitation) have been duly assessed to exceed \$10,000.00 market value and said abatement shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements.
- (b) The abatement shall pertain only to that parcel within the Enterprise Zone which has been improved after the designation of the Enterprise Zone provided, however, that no such abatement shall be applicable to any such improvement project located with the boundaries of the Tax Increment Redevelopment Project Districts.
- (c) Such abatement shall be at the rate of : 100% of the value of the improvements on commercial and industrial property for a period of five (5) years beginning with the fiscal year in which the improvements are fully assessed; and
- (d) The abatement is allowed only for improvements, the nature and scope of which building permits are required and have been obtained.

(e) While the abatement is in effect, this public taxing authority will continue to receive all taxes corresponding to the equalized assessed valuation for the tax year immediately preceding commencement of the project.

PASSED AND APPROVED this _____ day of _____,
2014.

Chairman
Board of Trustees

Attested:

Acting Secretary
Board of Trustees

Agenda Item #9K

Approval of Tax Abatement – Olney/Richland County

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 21, 2014
RE: Approval of Tax Abatement – Olney/Richland County Enterprise Zone

The City of Olney has proposed a change in its current Enterprise Zone. The City asked for an abatement of taxes within the Enterprise Zone for those entities that have made improvements and the abatement would only be on such improvements, and that such tax abatement shall be 100% for a period of five years. The abatement would not be eligible unless the improvement exceeded a cost of \$10,000.00 and the abatement only applies to industrial and commercial property.

I ask the Board's approval of the Olney/Richland County Enterprise Zone.

TLB/rs

Attachment

RESOLUTION

WHEREAS, the City of Olney, Illinois, and the County of Richland, Illinois, have made known to the Board of Trustees of the Illinois Eastern Community College District #529 their intention to apply for Enterprise Zone designation for a portion of the territory which lies within the City of Olney and the County of Richland; and

WHEREAS, both the designation of an enterprise zone to be known as the Olney/Richland County Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 et seq., and the eventual success of an enterprise zone depend upon community support and the nature of incentives to be offered; and

WHEREAS, the public taxing authority finds that the enterprise zone designation will serve the interest of all local taxing authorities and the entire community by stimulating economic revitalization,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Illinois Eastern Community College District #529:

The Board of Trustees of the Illinois Eastern Community College District #529 hereby authorizes and directs the County Clerk to abate that portion of its taxes on real property located within the designated Olney/Richland County Enterprise Zone resulting from an increase in assessed valuation which is attributable to the construction of improvements and subject to the following limitations:

- (a) The tax abatement shall apply only to the taxes corresponding to an increase in assessed valuation after improvements (either new construction, renovation or rehabilitation) have been duly assessed and said abatement shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements.
- (b) The tax abatement shall pertain only to that parcel within the Enterprise Zone which has been improved after the designation of the Enterprise Zone provided, however, no such abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Financing District.
- (c) The tax abatement shall be at the rate of 100% of the taxes corresponding to the increase in assessed valuation attributable to the improvements on the property for a period of five (5) years beginning with the calendar year in which the improvements are fully assessed.
- (d) The tax abatement shall apply only to improvements for which a building permit is issued.

- (e) A project shall not be eligible for tax abatement benefits unless the total cost of the proposed project exceeds \$10,000.00.
- (f) The tax abatement shall apply only to improvements to industrial and commercial property. Residential property of any kind is not eligible for tax abatement benefits.
- (g) While the abatement is in effect, this public taxing authority will continue to receive all taxes corresponding to the equalized assessed valuation for the tax year immediately preceding commencement of the project.
- (h) If the term of any abatement of real estate taxes which began under the original Olney/Richland County Enterprise Zone has not been completed as of the expiration of the original Olney/Richland County Enterprise Zone, such abatement shall not terminate, but shall continue in full force during the term of the new Enterprise Zone until the natural termination of the tax abatement.

PASSED this _____ day of _____, 2014.

Chairman, Board of Trustees
Illinois Eastern Community College
District #529

Attest:

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

Agenda Item #9L

Approval of Tax Abatement – Jasper County

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 21, 2014
RE: Approval of Tax Abatement – Jasper County Enterprise Zone

Jasper County has applied to the State to recreate a new Enterprise Zone which would include specific parcels in Jasper County and Ste. Marie and the City of Newton and exclude from coverage that part of the Enterprise Zone in Richland County.

The tax abatement would be on a seven year sliding scale with year one and two with a 100% abatement, and year three 80%, year four 60%, year five 40%, year six 20%, and year seven 0%. The abatement would only be for industrial and commercial property.

The enterprise zone will remain in effect for 15 years following January 1, 2016 and could be extended for an additional ten year term if a review by the Enterprise Zone Board shows the Enterprise Zone has had a positive effect on economic growth.

I ask the Board's approval of the Jasper County Enterprise Zone.

TLB/rs

Attachment

**RESOLUTION OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
RESOLUTION AUTHORIZING REAL ESTATE TAX ABATEMENT WITHIN THE
ENTERPRISE ZONE**

WHEREAS, the County of Jasper, Illinois, the City of Newton, Illinois, and the Village of Ste. Marie, Illinois has made known to the Illinois Eastern Community College District #529, JASPER COUNTY, ILLINOIS, hereinafter referred to as the DISTRICT, their intention of applying for designation as an Illinois Enterprise Zone for a portion of the territory which lies within the City of Newton, Village of Ste. Marie, unincorporated areas of Jasper County and the boundaries of the District; and

WHEREAS, both the initial designation as an Illinois Enterprise Zone pursuant to the Illinois Enterprise Zone Act and the eventual success of an Enterprise Zone depend upon community support and the nature of incentives to be offered; and

WHEREAS, this public taxing body finds that the Enterprise Zone designation will serve the interest of all local taxing authorities and the entire community by stimulating economic revitalization.

NOW, THEREFORE, BE IT RESOLVED BY THE ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529:

1. That the DISTRICT endorses a county wide effort to obtain Enterprise Zone designation.
2. That the DISTRICT hereby agrees to provide certain real estate tax abatement incentives and further authorizes and directs the Jasper County Clerk to abate ad valorem taxes imposed upon the remodeling, rehabilitation or the construction of new improvements or projects on real property located in the Jasper County Enterprise Zone subject to the following conditions:
 - (a) The abatement shall apply only to the remodeling, rehabilitation or new construction of improvements or projects for commercial or industrial use as defined in Exhibit B, "NAICS Industry Groups Eligible for Property Tax Abatement Under the Enterprise Zone Program," which is attached hereto and incorporated herein by reference; and,
 - (b) The abatement shall only apply to the ad valorem taxes generated by an increase in assessed valuation resulting from the remodeling, rehabilitation or new construction project after the same have been duly assessed; provided that such abatement shall not exceed the amount attributable to the remodeling, rehabilitation or new construction of the improvement or project; and,
 - (c) The abatement is allowed only for improvements or renovations that cost more than Ten Thousand Dollars (\$10,000.00) market value where a completed application has been submitted to and approved by the Enterprise Zone Administrator prior to beginning work; and
 - (d) The abatement shall be: 100% tax abatement for the first two years, 80% tax abatement for the third year, 60% tax abatement for the fourth year, 40% tax abatement for the fifth year, and 20% tax abatement for the sixth year; and,
 - (e) Said abatements shall be for six (6) consecutive years beginning with the real estate property taxes payable in the year following the first full year of a facility's operation after which said improvements have been made. Abatement for a specific project will cease after the sixth year or upon expiration of the Jasper County Enterprise Zone, whichever is sooner. Shall a new Enterprise Zone be

designated within the jurisdiction of the applicable local unit of government as outlined in Illinois Public Act 97-905 and Illinois Public Act 98-109 after the expiration of the current Enterprise Zone, any remaining abatement will be granted according to the scheduled outlined in (d) above; and

(e) The abatement shall apply only to that parcel, tract, or lot of real estate Physically located within the Jasper County Enterprise Zone which has been remodeled, rehabilitated or improved after the date of certification of the Jasper County Enterprise Zone by the Illinois Department of Commerce and Economic Opportunity pursuant to the Act; and,

(f) While the abatement is in effect, the DISTRICT shall continue to receive ad valorem taxes resulting from the equalized assessed valuation for such realestate for that tax year immediately preceding remodeling, rehabilitation or new construction of the improvement or project; and,

(g) Persons and/or projects which otherwise qualify for the benefits of the Jasper County Enterprise Zone, as amended from time to time, shall be required to obtain a building permit if and only if a building permit is required by the corporate authority of the municipality or county in which the building project is located; and

(h) No such abatement shall be applicable or allowed for any remodeling, rehabilitation or new improvement located within the boundaries of any Tax Increment Finance Redevelopment Project Area created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq., as the same may be amended.

(i) The above property tax abatements shall be applicable for eligible commercial and industrial real property upon which construction, improvements, renovation or rehabilitation has been completed after January 1, 2016 and before the expiration of the Jasper County Enterprise Zone or subsequent Enterprise Zone designation within the jurisdiction of the applicable local unit of government as outlined in Illinois Public Act 97-905 and Illinois Public Act 98-109, after the expiration of the current Enterprise Zone as outlined in the Designating Ordinance, whichever is sooner.

3. That the passage of this Resolution shall be inscribed permanently in the records of the proceedings of the DISTRICT. This Resolution shall be in full force and effect from and after its passage, approval and recording according to law only in the event that the Jasper County Enterprise Zone is approved by the Illinois Department of Commerce and Economic Opportunity.
4. That a copy of this resolution will be included with the Enterprise Zone application submitted to the Illinois Department of Commerce and Economic Opportunity.

Adopted, passed and approved this ____ day of _____, 2014.

By: _____
Board Chairman

Attest: _____
Acting Board Secretary

Exhibit B
NAICS INDUSTRY GROUPS
ELIGIBLE FOR REAL ESTATE TAX ABATEMENT
UNDER THE ENTERPRISE ZONE PROGRAM

INDUSTRY GROUPS INCLUDED IN THE FOLLOWING NAICS SECTORS:

31-33 Manufacturing
44-45 Retail Trade

INDUSTRY GROUPS INCLUDED IN THE FOLLOWING SUBSECTORS:

423 Merchant Wholesalers, Durable Goods
424 Merchant Wholesalers, Nondurable Goods
484 Truck Transportation
493 Warehousing and Storage
722 Food Services and Drinking Places

THE FOLLOWING INDUSTRY GROUP:

72111 Hotels (except Casino Hotels) and Motels

The Zone Administrator shall certify that each Enterprise Zone applicant for real estate abatement or sales tax exemption qualifies for the classification claimed in its application and that it is eligible for the sales tax exemption or real estate tax abatement.

Agenda Item #9M

Radiography Program Application Revisions

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 21, 2014

RE: Revisions to the IECC Catalog for Radiography

Tammy Fralicker, Associate Dean of Nursing and Allied Health, and President Rodney Raney have recommended changes to the Radiography admission process for inclusion in the catalog. The revisions will track current wording and procedures used in the Nursing admission process.

The following changes are recommended:

- 1) Applicants will be required to provide a copy of a government issued photo ID for residency verification. This requirement will help verify residency and assist in admission ranking.
- 2) Clarification of deadline for taking COMPASS test. Added words include "Test must be taken within two years of the application deadline."

I ask the Board's acceptance of the catalog revisions for Radiography.

TLB/rs

Agenda Item #9N

Affiliation Agreements

Good Samaritan Hospital – Vincennes – Medical Office Assist. & Medical Coding – OCC
Paris Community Hospital – Paris - Phlebotomy– OCC
Way-Fair Nursing Home – Fairfield - Health Informatics– FCC
Marion Eye Center – Marion – Health Informatics– FCC
Richland Memorial Hospital – Olney – Health Informatics– FCC
Street Chiropractic – Olney – Health Informatics Program FCC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 21, 2014
RE: Affiliation Agreements

IECC wishes to enter into new affiliation agreements with the following health care providers:

Good Samaritan Hospital – Vincennes – Medical Office Assistant & Medical Coding – OCC
Paris Community Hospital – Paris - Phlebotomy – OCC
Way-Fair Nursing Home – Fairfield - Health Informatics – FCC
Marion Eye Center – Marion – Health Informatics – FCC
Richland Memorial Hospital – Olney – Health Informatics – FCC
Street Chiropractic – Olney – Health Informatics Program - FCC

These affiliation agreements are for the Medical Office Assistant, Medical Coding Program, and the Phlebotomy Program at Olney Central College, and the Health Informatics Program at Frontier Community Colleges. These agreements utilize the standard affiliation agreement utilized by the District.

I ask the Board's approval of these affiliation agreements.

TLB/rs

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
MEDICAL OFFICE ASSISTANT PROGRAM**

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this 9th day of September, 2014, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Assistant and Medical Coding Programs. (hereinafter referred to as OLNEY CENTRAL COLLEGE) and GOOD SAMARITAN HOSPITAL, INC. (hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, OLNEY CENTRAL COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Medical Office Assistant and Medical Coding Programs, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of OLNEY CENTRAL COLLEGE for the purpose of gaining knowledge and experience in the field of Medical Office,

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 for medical office assistant and medical coding internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Assistant Program on behalf of OLNEY CENTRAL COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program

Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.

5. OLNEY CENTRAL COLLEGE will send only students and or faculty who are believed to be in good health at the time of reporting for their internship. Prior to student participation in an internship, OLNEY CENTRAL COLLEGE shall provide student with requirements of the AGENCY. All requirements are to be completed and documentation provided to the AGENCY before the internship will be approved by the AGENCY. Faculty entering the AGENCY will be expected to meet the same requirements.

MMR (mandatory)

Varicella (vaccine, proof of illness from physician or titer) (mandatory)

TDAP (mandatory)

Hepatitis B (recommended, not mandatory)

Flu (mandatory if student will be in the Clinical Facility between October 1st – March 31st)

TB Test (Negative result-PPD or CXR) (mandatory)

Will be required annually from the date of the first skin test

For all past skin test reactors medical documentation of completion of an adequate course of therapy or a medical statement dated within one (1) year of affiliation with the Clinical Facility, indicating that the faculty member/student is free of signs and symptoms of tuberculosis

Documented physical within past 2 years or on entrance into the Olney Central College program

Drug Screen (10 panel) within 3 months of start of internship.

Criminal Background Check.

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

6. The student(s) and Program Coordinator will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, OLNEY CENTRAL COLLEGE Program Coordinator and student(s). Compensation is not a requirement. Neither OLNEY CENTRAL COLLEGE nor AGENCY 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. Student(s) shall be covered by professional liability insurance of \$1,000,000 per claim, \$3,000,000 annual aggregate through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY. OLNEY CENTRAL COLLEGE will provide proof of insurance to the AGENCY.

8. An annual review of the agreement may be made each spring if either party requests the review. 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 OLNEY CENTRAL COLLEGE's Medical Office Assistant and Medical Coding Programs, 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 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 on the _____ day of _____.

AGENCY

Good Samaritan Hospital
Vincennes, IN

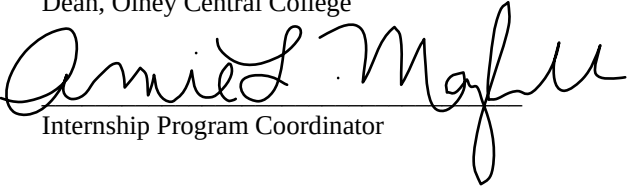
OLNEY CENTRAL COLLEGE

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency



Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. 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 request.

AFFILIATION AGREEMENT

BETWEEN

**ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Olney Central College Phlebotomy Program**

AND

**Paris Community Hospital
721 E Court Street
Paris IL 61944-2460**

THIS AGREEMENT made and entered into this 18th day of September, 2014, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and **Paris Community Hospital** (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the phlebotomy students and 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 related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service 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 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

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 Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy 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.

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

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

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 faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff.

DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. 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. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. 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's Phlebotomy Program, 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 phlebotomy laboratory experience needed for graduation at the AGENCY.

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

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. 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 request.

Adopted 6-2005

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529
FRONTIER COMMUNITY COLLEGE
HEALTH INFORMATICS PROGRAM
AGENCY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of November, 2014 by and between
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER
COMMUNITY COLLEGE, for its Health Informatics Program (hereinafter referred to as
FRONTIER COMMUNITY COLLEGE) and Way Fair Nursing Home (hereinafter referred to as
AGENCY):Way Fair Nursing Home

WITNESSETH THAT:

WHEREAS, FRONTIER COMMUNITY COLLEGE desires to make use of the AGENCY'S
facilities for Internships by students of the Health Informatics Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and
faculty of FRONTIER COMMUNITY COLLEGE for the purpose of gaining knowledge and
experience in the field of Health Informatics.

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 for Health Informatics
internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the
Health Informatics lead faculty on behalf of FRONTIER COMMUNITY COLLEGE and the
Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and
agreed to by said persons prior to the commencement of the training.
3. The FRONTIER COMMUNITY COLLEGE lead faculty will provide faculty
contact information to the student(s) and AGENCY supervisor of the student(s). The specific
assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in
consultation with the FRONTIER COMMUNITY COLLEGE lead faculty. The lead faculty will

periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard of safety, health, and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The FRONTIER COMMUNITY COLLEGE lead faculty will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. The process will be cleared through the FRONTIER COMMUNITY COLLEGE lead faculty who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

The agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

6. The student(s) and lead faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, FRONTIER COMMUNITY COLLEGE lead faculty and student(s). Compensation is not a requirement. Neither FRONTIER COMMUNITY COLLEGE nor AGENCY 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. Student(s) shall be covered by professional liability insurance through FRONTIER COMMUNITY COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with FRONTIER COMMUNITY COLLEGE. 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 FRONTIER COMMUNITY COLLEGE's Health Informatics Program, 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 experience needed for graduation at the AGENCY.

9. AGENCY may require the removal of a student, if this is deemed necessary by the AGENCY in the interest of patient care.

The student(s) subject to this agreement are not agents or employees of the AGENCY.

FRONTIER COMMUNITY COLLEGE will maintain for each Student and faculty member assigned to AGENCY professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If FRONTIER COMMUNITY COLLEGE procures professional liability coverage that is not on an "occurrence basis," FRONTIER COMMUNITY COLLEGE or Student shall, at all times, maintain insurance coverage for medical professional liability directly or indirectly resulting from acts or omissions of FRONTIER COMMUNITY COLLEGE or FRONTIER COMMUNITY COLLEGE's employees and agents (including Student), occurring in whole or in part during the term of this agreement ("Continuing Coverage"). In addition, FRONTIER COMMUNITY COLLEGE shall maintain general liability insurance on an occurrence basis for FRONTIER COMMUNITY COLLEGE and all its Students, employees, and faculty members participating in training programs at AGENCY. The limits for general liability shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. FRONTIER COMMUNITY COLLEGE shall also maintain workers' compensation insurance for any employees of FRONTIER COMMUNITY COLLEGE performing services under this agreement. FRONTIER COMMUNITY COLLEGE shall furnish AGENCY with a certificate of

insurance before the beginning date of each Student's assignment at the AGENCY. Such certificate of insurance shall provide that AGENCY shall receive thirty (30) days' written notice prior to the effective date of any cancellation of such insurance.

FRONTIER COMMUNITY COLLEGE agrees that it and its students and faculty will comply with the purpose and standards recommended by The Joint Commission.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 1st day of November, 2014.

Way Fair Nursing Home
305 Northwest 11th St.
Fairfield, IL. 62837
618-842-2609

ILLINOIS EASTERN COMMUNITY COLLEGES
FRONTIER COMMUNITY COLLEGE,

Chairman, IECC Board of Trustees

Chief Executive Officer,
Illinois Eastern Community Colleges

Administrator, Hospital or Agency

President, Frontier Community College

Dean, Frontier Community College

Internship Program Coordinator

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. 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 request.

Adopted 6-2005

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529
FRONTIER COMMUNITY COLLEGE
HEALTH INFORMATICS PROGRAM
AGENCY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of November 2014 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE, for its Health Informatics Program (hereinafter referred to as FRONTIER COMMUNITY COLLEGE) and Marion Eye Care (hereinafter referred to as AGENCY):Marion Eye Care.

WITNESSETH THAT:

WHEREAS, FRONTIER COMMUNITY COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Health Informatics Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of FRONTIER COMMUNITY COLLEGE for the purpose of gaining knowledge and experience in the field of Health Informatics.

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 for Health Informatics internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Health Informatics lead faculty on behalf of FRONTIER COMMUNITY COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. The FRONTIER COMMUNITY COLLEGE lead faculty will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the FRONTIER COMMUNITY COLLEGE lead faculty. The lead faculty will

periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard of safety, health, and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The FRONTIER COMMUNITY COLLEGE lead faculty will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. The process will be cleared through the FRONTIER COMMUNITY COLLEGE lead faculty who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

The agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

6. The student(s) and lead faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, FRONTIER COMMUNITY COLLEGE lead faculty and student(s). Compensation is not a requirement. Neither FRONTIER COMMUNITY COLLEGE nor AGENCY 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. Student(s) shall be covered by professional liability insurance through FRONTIER COMMUNITY COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with FRONTIER COMMUNITY COLLEGE. 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 FRONTIER COMMUNITY COLLEGE's Health Informatics Program, 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 experience needed for graduation at the AGENCY.

9. AGENCY may require the removal of a student, if this is deemed necessary by the AGENCY in the interest of patient care.

The student(s) subject to this agreement are not agents or employees of the AGENCY.

FRONTIER COMMUNITY COLLEGE will maintain for each Student and faculty member assigned to AGENCY professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If FRONTIER COMMUNITY COLLEGE procures professional liability coverage that is not on an "occurrence basis," FRONTIER COMMUNITY COLLEGE or Student shall, at all times, maintain insurance coverage for medical professional liability directly or indirectly resulting from acts or omissions of FRONTIER COMMUNITY COLLEGE or FRONTIER COMMUNITY COLLEGE's employees and agents (including Student), occurring in whole or in part during the term of this agreement ("Continuing Coverage"). In addition, FRONTIER COMMUNITY COLLEGE shall maintain general liability insurance on an occurrence basis for FRONTIER COMMUNITY COLLEGE and all its Students, employees, and faculty members participating in training programs at AGENCY. The limits for general liability shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. FRONTIER COMMUNITY COLLEGE shall also maintain workers' compensation insurance for any employees of FRONTIER COMMUNITY COLLEGE performing services under this agreement. FRONTIER COMMUNITY COLLEGE shall furnish AGENCY with a certificate of

insurance before the beginning date of each Student's assignment at the AGENCY. Such certificate of insurance shall provide that AGENCY shall receive thirty (30) days' written notice prior to the effective date of any cancellation of such insurance.

FRONTIER COMMUNITY COLLEGE agrees that it and its students and faculty will comply with the purpose and standards recommended by The Joint Commission.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 1st day of November, 2014.

Marion Eye Care
101E. Main St.
Fairfield, IL. 623687
618-842-3228

ILLINOIS EASTERN COMMUNITY COLLEGES
FRONTIER COMMUNITY COLLEGE,

Chairman, IECC Board of Trustees

Administrator, Hospital or Agency

Chief Executive Officer,
Illinois Eastern Community Colleges

President, Frontier Community College

Dean, Frontier Community College

Internship Program Coordinator

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Adopted 6-2005

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529
FRONTIER COMMUNITY COLLEGE
HEALTH INFORMATICS PROGRAM
AGENCY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of November, 2014 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE, for its Health Informatics Program (hereinafter referred to as FRONTIER COMMUNITY COLLEGE) and Richland Memorial Hospital (hereinafter referred to as AGENCY):Richland Memorial Hospital

WITNESSETH THAT:

WHEREAS, FRONTIER COMMUNITY COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Health Informatics Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of FRONTIER COMMUNITY COLLEGE for the purpose of gaining knowledge and experience in the field of Health Informatics.

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 for Health Informatics internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Health Informatics lead faculty on behalf of FRONTIER COMMUNITY COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. The FRONTIER COMMUNITY COLLEGE lead faculty will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the FRONTIER COMMUNITY COLLEGE lead faculty. The lead faculty will

periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard of safety, health, and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The FRONTIER COMMUNITY COLLEGE lead faculty will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. The process will be cleared through the FRONTIER COMMUNITY COLLEGE lead faculty who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

The agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

6. The student(s) and lead faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, FRONTIER COMMUNITY COLLEGE lead faculty and student(s). Compensation is not a requirement. Neither FRONTIER COMMUNITY COLLEGE nor AGENCY 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. Student(s) shall be covered by professional liability insurance through FRONTIER COMMUNITY COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with FRONTIER COMMUNITY COLLEGE. 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 FRONTIER COMMUNITY COLLEGE's Health Informatics Program, 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 experience needed for graduation at the AGENCY.

9. AGENCY may require the removal of a student, if this is deemed necessary by the AGENCY in the interest of patient care.

The student(s) subject to this agreement are not agents or employees of the AGENCY.

FRONTIER COMMUNITY COLLEGE will maintain for each Student and faculty member assigned to AGENCY professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If FRONTIER COMMUNITY COLLEGE procures professional liability coverage that is not on an "occurrence basis," FRONTIER COMMUNITY COLLEGE or Student shall, at all times, maintain insurance coverage for medical professional liability directly or indirectly resulting from acts or omissions of FRONTIER COMMUNITY COLLEGE or FRONTIER COMMUNITY COLLEGE's employees and agents (including Student), occurring in whole or in part during the term of this agreement ("Continuing Coverage"). In addition, FRONTIER COMMUNITY COLLEGE shall maintain general liability insurance on an occurrence basis for FRONTIER COMMUNITY COLLEGE and all its Students, employees, and faculty members participating in training programs at AGENCY. The limits for general liability shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. FRONTIER COMMUNITY COLLEGE shall also maintain workers' compensation insurance for any employees of FRONTIER COMMUNITY COLLEGE performing services under this agreement. FRONTIER COMMUNITY COLLEGE shall furnish AGENCY with a certificate of

insurance before the beginning date of each Student's assignment at the AGENCY. Such certificate of insurance shall provide that AGENCY shall receive thirty (30) days' written notice prior to the effective date of any cancellation of such insurance.

FRONTIER COMMUNITY COLLEGE agrees that it and its students and faculty will comply with the purpose and standards recommended by The Joint Commission.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 1st day of November, 2014.

Richland Memorial Hospital
800 E. Locust St.
Olney, IL. 62450
618-395-2131

ILLINOIS EASTERN COMMUNITY COLLEGES
FRONTIER COMMUNITY COLLEGE,

Chairman, IECC Board of Trustees

Chief Executive Officer,
Illinois Eastern Community Colleges

Administrator, Hospital or Agency

President, Frontier Community College

Dean, Frontier Community College

Internship Program Coordinator

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. 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 request.

Adopted 6-2005

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529
FRONTIER COMMUNITY COLLEGE
HEALTH INFORMATICS PROGRAM
AGENCY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of **November, 2014** by and between
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER
COMMUNITY COLLEGE, for its Health Informatics Program (hereinafter referred to as
FRONTIER COMMUNITY COLLEGE) and Street Chiropractic (hereinafter referred to as
AGENCY): Street Chiropractic

WITNESSETH THAT:

WHEREAS, FRONTIER COMMUNITY COLLEGE desires to make use of the AGENCY'S
facilities for Internships by students of the Health Informatics Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and
faculty of FRONTIER COMMUNITY COLLEGE for the purpose of gaining knowledge and
experience in the field of Health Informatics.

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 for Health Informatics
internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the
Health Informatics lead faculty on behalf of FRONTIER COMMUNITY COLLEGE and the
Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and
agreed to by said persons prior to the commencement of the training.
3. The FRONTIER COMMUNITY COLLEGE lead faculty will provide faculty
contact information to the student(s) and AGENCY supervisor of the student(s). The specific
assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in
consultation with the FRONTIER COMMUNITY COLLEGE lead faculty. The lead faculty will

periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard of safety, health, and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The FRONTIER COMMUNITY COLLEGE lead faculty will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. The process will be cleared through the FRONTIER COMMUNITY COLLEGE lead faculty who will remove the student(s) from the internship.

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8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with FRONTIER COMMUNITY COLLEGE. 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 FRONTIER COMMUNITY COLLEGE's Health Informatics Program, 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 experience needed for graduation at the AGENCY.

9. AGENCY may require the removal of a student, if this is deemed necessary by the AGENCY in the interest of patient care.

The student(s) subject to this agreement are not agents or employees of the AGENCY.

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insurance before the beginning date of each Student's assignment at the AGENCY. Such certificate of insurance shall provide that AGENCY shall receive thirty (30) days' written notice prior to the effective date of any cancellation of such insurance.

FRONTIER COMMUNITY COLLEGE agrees that it and its students and faculty will comply with the purpose and standards recommended by The Joint Commission.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 1st day of November, 2014.

Street Chiropractic
400 S. West St.
Olney, IL. 62450
618-395-3162

ILLINOIS EASTERN COMMUNITY COLLEGES
FRONTIER COMMUNITY COLLEGE,

Chairman, IECC Board of Trustees

Chief Executive Officer,
Illinois Eastern Community Colleges

Administrator, Hospital or Agency

President, Frontier Community College

Dean, Frontier Community College

Internship Program Coordinator

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. 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 request.

Adopted 6-2005

Agenda Item #10

Bid Committee Report

Lincoln Trail College

12-Passenger Van (Extended Wheel Base)

Olney Central College

12-Passenger Van (Extended Wheel Base)

Wabash Valley College

12-Passenger Van (Extended Wheel Base)

BID COMMITTEE REPORT
October 21, 2014

Lincoln Trail College

12-Passenger Van (Extended Wheel Base)

Olney Central College

12-Passenger Van (Extended Wheel Base)

Wabash Valley College

12-Passenger Van (Extended Wheel Base)

TO: Board of Trustees

FROM: Bid Committee

DATE: October 21, 2014

SUBJECT: Three (3) 12-Passenger Vans for LTC, OCC & WVC

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

The Bid Committee recommends acceptance of the bids received for three (3) 12-passenger extended wheel base vans that meets all specifications as follows: one (1) from Eagleson Automotive located in Olney, IL at a bid of \$24,764 (for OCC), and two (2) from Silverthorne Chevrolet located in Robinson, IL at a bid of \$28,796 (for LTC) and \$26,796 (for WVC).

Respectfully submitted,

Roger Browning, Treasurer
Terry L. Bruce
Matt Fowler
Kathy Harris
Rodney Ranes

Source of Funds: LTC: Education Fund
OCC: Auxiliary Funds
WVC: Education Fund

Rationale for Purchase: All three (3) vehicles are needed to upgrade the college fleets and will replace older vehicles with high mileage and are in generally poor condition.

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

Three (3) 12-Passenger Vans for LTC/OCC/WVC	
Company	Total Bid
Silverthorne Chevrolet, Inc., Robinson, IL	\$26,796
Silverthorne Chevrolet, Inc., Robinson, IL	\$28,796
Silverthorne Chevrolet, Inc., Robinson, IL	\$29,796
Eagleson Automotive, Olney, IL	\$24,764

Specifications for Three (3) 12-Passenger Vans (Extended Wheel Base):

2013 or Newer 12-Passenger Van, 30,000 miles or less (In-Stock) meeting the following specifications:

- Extended Wheel Base
- Specify Remaining Warranty
- Gas V8
- Automatic 4-Speed
- 4-Wheel Anti-lock Brakes
- Power Steering
- Cruise Control
- Tilt Steering Wheel
- AM/FM Radio
- 3rd Row Seating
- Rubber Floor Mats (Optional)
- Front and Rear Heat
- Front and Rear Air Conditioning
- Intermittent Wipers (Optional)
- No Sliding Doors
- Body and interior must be in excellent condition
- Interior must be smoke free/odor free

NOTE: Following Board approval, bids will be awarded on October 22, 2014.

Specifications for Three (3) 12-Passenger Vans (Extended Wheel Base) Continued:

We will be purchasing three (3) vans, and you may submit a bid for one (1), two (2) or all three (3). Please list your bids below:

Van Year_____Color_____Mileage_____

Make_____Model_____Bid_____

Van Year_____Color_____Mileage_____

Make_____Model_____Bid_____

Van Year_____Color_____Mileage_____

Make_____Model_____Bid_____

Van Year_____Color_____Mileage_____

Make_____Model_____Bid_____

Van Year_____Color_____Mileage_____

Make_____Model_____Bid_____

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

Signature_____

Telephone #_____

Print Name_____

Fax #_____

Company_____

Date_____

Address_____

Note: Please submit bid in duplicate.

Agenda Item #11

District Finance

A. Financial Report

B. Approval of Financial Obligations

TREASURER'S REPORT
September 30, 2014

FUND	BALANCE
Educational	\$6,706,679.27
Operations & Maintenance	\$1,286,567.20
Operations & Maintenance (Restricted)	(\$129,610.16)
Bond & Interest	\$1,288,149.35
Auxiliary	(\$562,744.44)
Restricted Purposes	(\$161,560.92)
Working Cash	\$198,437.29
Trust & Agency	\$429,028.23
Audit	(\$22,414.19)
Liability, Protection & Settlement	\$430,166.24
 TOTAL ALL FUNDS	 \$9,462,697.87

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
September 30, 2014

	ALL FUNDS
	Fiscal
	Year
	2015
ASSETS:	
CASH	9,462,698
IMPREST FUND	21,400
CHECK CLEARING	12,500
INVESTMENTS	22,590,000
RECEIVABLES	2,873,237
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	729,697
OTHER ASSETS	1,020,934
TOTAL ASSETS AND OTHER DEBITS:	36,710,466
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	236,151
ACCOUNTS PAYABLE	35,160
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	219,826
TOTAL LIABILITIES:	491,137
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	3,083,078
PR YR BDGTD CHANGE TO FUND BALANCE	(340,992)
FUND BALANCES:	
FUND BALANCE	22,184,277
RESERVE FOR ENCUMBRANCES	11,292,966
TOTAL EQUITY AND OTHER CREDITS	36,219,329
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	36,710,466

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Statement of Revenues, Expenses,
and Changes in Net Assets
AS OF September 30, 2014

ALL FUNDS

FY 2015
YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	2,890,523
STATE GOVT SOURCES	0
STUDENT TUITION & FEES	6,138,816
SALES & SERVICE FEES	1,356,924
FACILITIES REVENUE	1,315
INVESTMENT REVENUE	26,716
OTHER REVENUES	120,300
TOTAL REVENUES:	10,534,594

EXPENDITURES:

INSTRUCTION	2,097,019
ACADEMIC SUPPORT	116,611
STUDENT SERVICES	399,769
PUBLIC SERV/CONT ED	19,881
OPER & MAINT PLANT	562,944
INSTITUTIONAL SUPPORT	1,801,543
SCH/STUDENT GRNT/WAIVERS	2,594,768
AUXILIARY SERVICES	1,771,181
TOTAL EXPENDITURES:	9,363,716

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	1,170,878
--	------------------

Illinois Eastern Community Colleges
Operating Fund Analysis
CASH BASIS
July 1, 2014 -- June 30, 2015

	Education Fund	O & M Fund	Total Operating Funds
REVENUES:			
Local Government Sources	1,168,572	500,678	1,669,250
State Government Sources - Current Year	-	-	-
State Government Sources - Prior Year	4,544,272	-	4,544,272
Net Tuition and Fees	930,392	-	930,392
Sales & Service Fees	7,115	-	7,115
Facilities Revenue	-	975	975
Investment Revenue	13,176	4,530	17,706
Other Revenues	14,442	-	14,442
TOTAL REVENUES:	6,677,969	506,183	7,184,152
EXPENDITURES:			
Salaries	2,833,851	184,921	3,018,772
Employee Benefits	475,621	41,625	517,246
Contractual Services	125,846	68,980	194,826
Materials	341,045	43,581	384,626
Travel & Staff Development	41,210	882	42,092
Fixed Charges	78,819	13,769	92,588
Utilities	12,846	189,934	202,780
Capital Outlay	7,518	8,257	15,775
Other	31,458	-	31,458
TOTAL EXPENDITURES:	3,948,214	551,949	4,500,163
TRANSFERS :			
Interfund Transfers	-	-	-
TOTAL TRANSFERS:	-	-	-
NET INCREASE/DECREASE IN NET ASSETS	2,729,755	(45,766)	2,683,989

**OPERATING FUNDS
COMPARISON REPORT FY13-15**

College	Category	FISCAL YEAR 2013			FISCAL YEAR 2014			FISCAL YEAR 2015			
		Anticipated Budget	Spent Thru September	% of Bdgt	Anticipated Budget	Spent Thru September	% of Bdgt	Anticipated Budget	Spent Thru September	% of Bdgt	% of Year
Frontier	Bills		\$ 446,726			\$ 358,870			\$ 546,449		
	Payroll		449,356			403,583			425,029		
	Totals	\$ 4,312,683	896,082	21%	\$ 3,458,802	762,453	22%	\$ 4,283,530	971,478	23%	25%
Lincoln Trail	Bills		502,236			521,814			644,876		
	Payroll		508,742			510,880			442,791		
	Totals	\$ 4,498,201	1,010,978	22%	\$ 4,494,153	1,032,694	23%	\$ 4,540,934	1,087,667	24%	25%
Olney Central	Bills		705,483			802,131			838,599		
	Payroll		1,004,908			1,082,329			893,290		
	Totals	\$ 7,396,633	1,710,391	23%	\$ 7,789,976	1,884,460	24%	\$ 7,866,901	1,731,889	22%	25%
Wabash Valley	Bills		857,468			867,879			913,510		
	Payroll		604,646			625,935			566,126		
	Totals	\$ 6,083,520	1,462,114	24%	\$ 6,078,045	1,493,814	25%	\$ 6,111,313	1,479,636	24%	25%
Workforce Educ.	Bills		879,680			1,123,159			687,577		
	Payroll		277,128			328,730			276,605		
	Totals	\$ 5,297,022	1,156,808	22%	\$ 6,192,255	1,451,889	23%	\$ 5,597,344	964,182	17%	25%
District Office	Bills		58,540			71,737			66,427		
	Payroll		216,146			227,237			229,703		
	Totals	\$ 1,266,150	274,686	22%	\$ 1,289,241	298,974	23%	\$ 1,278,178	296,130	23%	25%
District Wide	Bills		543,522			490,848			375,721		
	Payroll		213,992			170,396			185,228		
	Totals	\$ 3,329,156	757,514	23%	\$ 2,813,846	661,244	23%	\$ 2,811,649	560,949	20%	25%
GRAND TOTALS		\$32,183,365	\$ 7,268,573	23%	\$32,116,317	\$ 7,585,528	24%	\$32,489,850	\$7,091,931	22%	25%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
September 30, 2014

	<u>FY 2015</u>		<u>FY 2014</u>		<u>Increase (Decrease)</u>
	Amount	% of Total	Amount	% of Total	
Salaries	3,018,772	42.57%	3,349,090	44.15%	(330,318)
Employee Benefits	517,246	7.29%	491,012	6.47%	26,234
Contractual Services	194,826	2.75%	251,031	3.31%	(56,205)
Materials	384,626	5.42%	490,663	6.47%	(106,037)
Travel & Staff Development	42,092	0.59%	46,959	0.62%	(4,867)
Fixed Charges	92,588	1.31%	108,334	1.43%	(15,746)
Utilities	202,780	2.86%	225,525	2.97%	(22,745)
Capital Outlay	15,775	0.22%	7,477	0.10%	8,298
Other	2,623,226	36.99%	2,615,437	34.48%	7,789
	<u>7,091,931</u>	<u>100.00%</u>	<u>7,585,528</u>	<u>100.00%</u>	<u>(493,597)</u>

Agenda Item #12

Chief Executive Officer's Report

Agenda Item #13

Executive Session

Agenda Item #14

Approval of Executive Session Minutes

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

Agenda Item #15

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 17, 2014

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1, 400.2, 400.3 400.4, and 400.6 will be mailed under separate cover.

INDEX

- 400.2. Employment of Personnel**
- 400.3. Change in Status**
- 400.4. Administrative and Staff Salaries and Entry-Levels**
- 400.5. Approval of Non-College Employment (External Report)**
- 400.6. Administrative Guidelines Changes**
- 400.7. Resignation Ratification**

PERSONNEL REPORT

400.1. Employment of Personnel

B. Professional Non-Faculty

1. Christopher Forde, Coordinator of Public Information & Marketing, LTC, effective November 1, 2014
2. Cheryl Holder, Director of Adult Education, FCC, effective November 6, 2014, pending successful completion of background check

C. Classified

1. Robin Pearson, Office Assistant, FCC, effective October 22, 2014

400.2. Change in Status

A. Administration

1. Robert Conn, Dean of Instruction, LTC, to Dean of Instruction, WVC, effective January 5, 2015

400.3. Administrative and Staff Salaries and Entry-Levels

400.4. Approval of Non-College Employment (External Report)

400.5. Administrative Guidelines Changes

A. Administrative Guidelines Changes for Full-Time Bargaining Unit Faculty

1. Internships and Independent Study (Fall and Spring Semesters)

<u>Rate</u>	<u>Effective Date</u>
\$46.00 per student/per credit hour	Spring 2015
\$47.00 per student/per credit hour	Spring 2016

2. Internships and Independent Study (Summer Semester)

<u>Rate</u>	<u>Effective Date</u>
\$53.00 per student/per credit hour	Summer 2015
\$54.00 per student/per credit hour	Summer 2016

B. Administrative Guidelines Changes for Part-time and Full-Time Non-Bargaining Unit Faculty

1. Part-time Pay Rate

<u>Rate</u>	<u>Effective Date</u>
\$444 per load hour	Spring 2015
\$470 per load hour	Spring 2016

2. Retired IECC Faculty Rate

<u>Rate</u>	<u>Effective Date</u>
\$545 per load hour	Spring 2015
\$600 per load hour	Spring 2016

3. Internships and Independent Study (Fall and Spring Semesters)

<u>Rate</u>	<u>Effective Date</u>
\$46.00 per student/per credit hour	Spring 2015
\$47.00 per student/ per credit hour	Spring 2016

4. Internships and Independent Study (Summer Semester)

<u>Rate</u>	<u>Effective Date</u>
\$53.00 per student/per credit hour	Summer 2015
\$54.00 per student/ per credit hour	Summer 2016

400.6. Resignation Ratification

A. Classified

1. Leslie Talia, Transition/Data Technician, FCC (OCC), effective September 21, 2014

Agenda Item #16

Collective Bargaining

Agenda Item #17

Litigation

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

Locally Funded, CDB, & PHS Projects Projects Schedule										
	Funding Source	Estimated Budget								
FY 2012 Capital Renewal @ LTC & WVC	CDB	\$397,900								
OCC - Collision Repair Tech Center	CDB	\$1,500,000								
Asbestos Abatement - LTC	PHS	\$150,700								
Flooring Replacement	PHS	\$107,200								
Asbestos Abatement - WVC	PHS - C/O	\$55,200								
GRAND TOTAL		\$2,211,000	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

9/30/2014