

EAST CENTRAL COLLEGE
BOARD OF TRUSTEES MEETING AGENDA - Revised
Thursday, July 19, 2018
11 a.m. BH238

		Action ¹	Discussion	Information
1.	CALL TO ORDER			
2.	RECOGNITION OF GUESTS			X
3.	PUBLIC COMMENT			
4.	APPROVAL OF AGENDA (Consent Agenda: Agenda items of a routine nature will be marked with an asterisk [*] located immediately before the item. Unless a Board member requests an item be removed for discussion, the agenda will be approved upon a motion and a second of the Board and unanimously adopted and shall have the same validity as if each action were separately moved, seconded and adopted. Any item removed upon request of a Board member will be taken up in its regular place on the agenda.)	4 Votes		
5.	*APPROVAL OF MINUTES	4 Votes		
5.A	ACCEPTANCE OF BIDS	4 Votes		
6.	BUDGET/STAFFING PLAN	4 Votes		
6.A	COLLECTIVE BARGAINING AGREEMENT	4 Votes		
7.	PROPOSED PROCEDURES REVISION –BOARD POLICY 5.28 COLLEGE HOLIDAYS			X
	*PERSONNEL A. Appointments	4 Votes		
	EXECUTIVE SESSION – REVISED STATUTES OF MISSOURI 2004, SECTION 610.21 (3) PERSONNEL	4 Votes		
	ADJOURNMENT	Simple Majority		

¹RSMo Section 178.830 states, in part: "...A majority of the Board constitutes a quorum for the transaction of business, but no contract shall be let, teacher employed or dismissed, or bill approved unless a majority of the whole Board votes therefor."

**EAST CENTRAL COLLEGE
BOARD OF TRUSTEES MEETING
July 19, 2018**

AGENDA ITEM 5A: ACCEPTANCE OF BIDS

Recommendation: To approve the installation of a replacement HVAC unit in Hansen Hall by Johnson Controls at a cost of \$145,710 to be funded through facilities fees and the state maintenance and repair matching fund.

Attachment

7/19/2018

East Central College

1964 Prairie Dell Road, Union, Missouri 63084

(636) 583-5195, Ext. 6502

FAX (636) 583-6601

Section 5A, Page 1

Addendum



Memorandum

To: Dr. Jon Bauer
From: Philip E. Pena *PE*
Date: 7/19/2018
Re: Emergency HVAC equipment for Hansen Hall

It is my recommendation that the Board of Trustees accepts and approves the bid from Johnson Controls for the installation of HVAC heating and cooling unit. They have successfully done work for ECC in the past on other projects.

The rooftop condensing unit quote of \$145,710 was obtained through the state purchasing program. The HVAC unit incorporates the theater vestibule, rooms HH101 – HH115, rooms HH005 – HH027, and related lounge/common areas.

This project is funded through the facilities fees, and the state maintenance matching fund.

The bid includes:

- 1) The removal of the old rooftop unit.
- 2) The HVAC unit
- 3) Installation of the HVAC unit into the existing infrastructure
- 4) Installation of the HVAC unit into the Metasys control system
- 5) Testing, configuration, permits and fees
- 6) One year parts and labor



Johnson Controls Inc
 St. Louis Building Efficiency Branch
 2280 Ball Drive
 Saint Louis, MO 63146
 866-680-8103

PROPOSAL

TO: East Central College
 1964 Prairie Dell Road
 Union, MO 63084
 Attn: Tot Pratt

Date: June 25, 2018
Project: Rooftop Replacement
Proposal Ref: Hansen Hall

Mr. Pratt,

The following proposal is to replace a failing 30 ton McQuay rooftop unit with a replacement unit of similar specifications.

Scope of Work – Packaged Rooftop Unit Replacement

- Remove existing rooftop unit
- Furnish crane for removal of existing unit and setting of new unit
- Furnish & set new Trane OAND480A4 Horizon unit
 - Cut sheets and specifications attached
- Furnish new Metasys network control engine
- Provide mechanical labor & materials associated with installation
- Provide controls technical labor & materials associated with installation
 - Furnish & program associated network controller
- Provide electrical labor & materials associated with installation
 - Disconnect power wiring to unit and feed electrical reheat
 - Disconnect control wiring and smoke detectors for unit
 - Install conduit and wire from existing junction box to new unit
 - Install conduit and wire from existing junction box to new heating section of unit
 - Install FC buss wiring to new unit BACnet card
 - Reconnect smoke detector shut down wiring
- Provide sheet metal labor & materials associated with installation
 - Labor to cut existing unit loose from the duct drops and rehang the existing duct work drops below the new unit
 - Labor to remove existing unit, set curb adaptor, connect new duct sleeves and set new unit
 - Install all hoods for new unit
- Provide air testing & balancing associated with installation
- Provide mechanical engineering and drawings
- Provide associated permits & fees
- Provide project management and coordination of labor trades
- Testing and verification of proper operation
- One year parts and labor warranty

The price for the above scopes of work is \$145,710.00
(One hundred Forty-Five thousand Seven hundred and Ten dollars)

July 19, 2018

Johnson Controls, Inc.
 2280 Ball Drive, Saint Louis, MO 63146
 24 Hour Service Line (866) 680-8103 * Fax (314) 569-1983
 www.johnsoncontrols.com

Section 5A, Page 3
 ADDENDUM



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Twenty-Five percent (25%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 25% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. Johnson warrants its workmanship or that of its FLSA agents in relationship to installation of equipment and/or system repairs for a period of ninety (90) days from date of installation and/or service. Customer shall bear all labor costs associated with replacement of failed equipment, parts and/or materials still under Johnson's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated here

Johnson Controls, Inc.

2280 Ball Drive, Saint Louis, MO 63146

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www.johnsoncontrols.com

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Section 5A, Page 4

ADDENDUM

**EAST CENTRAL COLLEGE
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July 19, 2018**

AGENDA ITEM 6A: COLLECTIVE BARGAINING AGREEMENT

Recommendation: To **approve** the negotiated Collective Bargaining Agreement with the ECC-NEA regarding salary, benefits and working conditions for the 2018-2019 fiscal year.

7/19/2018

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(636) 583-5195, Ext. 6502

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Section 6A, Page 1

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AGENDA ITEM 8: *PERSONNEL

A. APPOINTMENTS

Recommendation: To **approve** the appointment of Duane Clonts as Industrial Engineering Technology Instructor effective August 9, 2018 with a nine-month salary of \$42,687.

Recommendation: To **approve** the appointment of Oliver Kassenbrock as Performing Arts Center Manager effective August 13, 2018 with an annual salary of \$35,000.

Recommendation: To **approve** the appointment of J.C. Crane as Director of Admissions effective **August 2**, 2018 with an annual salary of \$60,000.

Recommendation: To **approve** the appointment of Adisa Valjevcic as Medical Assistant Instructor effective August 1, 2018 with a nine-month salary of \$36,500 with continued employment contingent on completion of MA Certification Exam by August 15, 2018 and meeting MAERB accreditation requirements by December 2019.



Interoffice Memo
HUMAN RESOURCES

TO: Dr. Jon Bauer, College President
DATE: July 18, 2018
FROM: Wendy Hartmann, Director
RE: Recommendation to Hire – Medical Assistant Faculty – Adisa Valjevcic

Please accept the Search Committee's recommendation to hire Ms. Adisa Valjevcic as the Medical Assistant Faculty effective August 1, 2018 with an annual nine-month salary of \$36,500. Robyn Walter, Director of Nursing, served as search committee chair and is the hiring manager for this position.

Ms. Valjevcic's experience includes, but is not limited to the following:

- Medical Assistant Instructor at Vatterott College, Sunset Hills, December 2016 – July 2018
- English Instructor at Perfect English Language Institute, Ankara, Turkey, December 2014 – August 2016
- Medical Assistant, Gateway Health Care, St. Louis, June 2005 – November 2013

Ms. Valjevcic received her Medical Assistant Certification from Missouri College.

Ms. Valjevcic's is qualified to teach as program faculty but will need to complete AAS degree and MA Certification in order to meet MAERB Accreditation requirements to serve as the program Director. Ms. Valjevcic's employment will be contingent on this plan of action to meet MAERB Accreditation requirements by December 2019 in order to assume the Medical Assistant Director role effective January 2, 2020.

1. Complete MA Certification Exam by August 15, 2018
-East Central College will provide funds for review course and certification exam expense. Options include CMA, RMA, or CCMA.
2. Complete Medical Assistant AAS Degree at East Central College – December 2019. Plan below is based on estimated credit hours needed to complete AAS and is subject to change based on approval by Director of Nursing.
 - a. Complete six credit hours towards AAS in Fall 2018
 - b. Complete three credit hours towards AAS in Winter session 2018
 - c. Complete six credit hours towards AAS in Spring 2019
 - d. Complete three credit hours towards AAS in Summer 2019
 - e. Complete final three to six credit hours towards AAS in Fall 2019
3. East Central College will waive tuition for required classes and CLEP examinations

-East Central College will waive MA certification articulation for college credit

4. Complete self-study provided by ECC on curriculum design, developing course objectives, and assessment.
5. Attend accreditation workshop in September: Expense paid by East Central College (Perkins Funding)
6. Starting nine-month faculty salary of \$36,500 with adjustment of \$2,500 when degree is completed.
7. Contract will include 22 additional work days for an extra month's compensation based on current salary to perform program related director requirements.