



# **BOARD OF TRUSTEES MEETING**

**November 2, 2020**

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING AGENDA  
November 2, 2020 5:30 p.m.  
<https://zoom.us/j/95108798420>**

		Action <sup>1</sup>	Discussion	Information
1.	CALL TO ORDER			
2.	PUBLIC COMMENT			X
3.	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		
4.	*APPROVAL OF MINUTES	4 Votes		
5.	TREASURER'S REPORT AND FINANCIAL REPORT	Simple Majority		
6.	HVAC PROJECT	4 Votes		
7.	CAMPUS RESOURCE OFFICER AGREEMENT	4 Votes		
8.	COVID-19 UPDATE			X
9.	*PERSONNEL A. Position Reclassifications	4 Votes		
10.	BOARD PRESIDENT'S REPORT			X
11.	REPORTS A. FACULTY ASSOCIATION B. ECC-NEA C. PROFESSIONAL STAFF ASSOCIATION D. CLASSIFIED STAFF ASSOCIATION E. STUDENT GOVERNMENT ASSOCIATION			X
12.	PRESIDENT'S REPORT			X
13.	ADJOURNMENT			

<sup>1</sup>RSMo 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  
November 2, 2020**

**AGENDA ITEM 1: CALL TO ORDER**

The regular meeting of the Board of Trustees will be called to order by Board President Ann Hartley.

11/2/2020

Section 1, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084

(636) 584-6501

FAX (636) 583-6602

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 2: PUBLIC COMMENT**

The Board will hear comments from members of the public in attendance at the meeting who wish to speak.

11/2/2020

Section 2, Page 1

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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 3: APPROVAL OF AGENDA**

**Recommendation:** To **approve** the agenda for the November 2, 2020 Board of Trustees meeting.

11/2/2020

Section 3, Page 1

**East Central College**

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### **Agenda Item 3: Approval of Agenda**

#### Consent Agenda Items for November 2, 2020:

Approval of Minutes  
Personnel

Matters to be brought before the Board of Trustees at such meeting of which the President has been notified in accordance with the bylaws and upon which consideration and action may be taken by the Board are included in the agenda for the meeting. Any matters not on the agenda of a regular meeting may be considered unless objected to by any Board member present.

Such items of a routine nature placed on the agenda will be marked with an asterisk (\*) located immediately before the item on the agenda. When Item 3, Consent Agenda, is reached at a meeting, the President of the Board will read all items so marked, and all items not requested to be removed shall, upon a single motion of any Board member, seconded by any other Board member, and unanimously adopted, be deemed to have been duly adopted with the same validity as if each action were separately moved, seconded, and duly adopted.

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 4: \*APPROVAL OF MINUTES**

**Recommendation:** To **approve** the minutes of the October 5, 2020 public meeting of the Board of Trustees.

Attachment

11/2/2020

Section 4, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084  
(636) 584-6501  
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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
Monday, October 5, 2020**

**CALL TO ORDER:** The regular meeting of the Board of Trustees was called to order at 5:30 p.m. by Board President Ann Hartley. Other Board members present for the meeting were Joseph Stroetker, Prudence Fink Johnson, Cookie Hays, Eric Park and Audrey Freitag. Also present were President of the College Jon Bauer; Administrators –Vice President of Academic Affairs Robyn Walter, Vice President of External Relations Joel Doepker and Interim Vice President of Student Development Paul Lampe; Faculty – Faculty Association President Reginald Brigham, NEA Secretary Cori Derifield, and Assistant Professor of Art Jennifer Higerd; Other Staff – Executive Director of Institutional Effectiveness Michelle Smith, Foundation Executive Director Bridgette Kelch, Director of the Rolla Campus Christina Ayres, Communications & Marketing Director Gregg Jones, Coordinator of Campus Life & Leadership Emily Lewis, Professional Staff President Jenny Kuchem, and Executive Assistant to the President Bonnie Gardner.

Also present was Geoff Folsom from the *Missourian*.

***The meeting was held via Zoom due to the current COVID-19 pandemic and social distancing recommendations. The Zoom link was included on the published agenda.***

**PUBLIC COMMENT:** There were no public comments.

**APPROVAL OF AGENDA:** Each item on the consent agenda shall be deemed to have been duly approved with the same validity as if each action were separately moved, seconded and adopted.

**Motion:** To **approve** the agenda for the October 5, 2020 meeting of the Board of Trustees.

*Motion by Cookie Hays; Seconded by Prudence Johnson; Carried Unanimously*

**\*APPROVAL OF MINUTES:** The Board approved the minutes of the August 31, 2020 ad valorem tax hearing and regular meeting of the Board of Trustees.

**TREASURER’S REPORT AND FINANCIAL REPORT:** Dr. Bauer presented the financial statements as of July 31, 2020. The financial audit has been completed and a preliminary conversation with the auditors was positive; no issues are expected when the final report is received in December.

**Motion:** To **approve** the treasurer’s report, the financial report and the payment of bills subject to the annual audit.

*Motion by Eric Park; Seconded by Audrey Freitag; Carried Unanimously*

The FY20 budget is being closed and much of the remaining work is related to state and federal reimbursements through the COVID-19 relief funds. Some adjustments will be made as the budget is closed. The College is operating under the FY21 budget, and the FY22 budget is open to handle receipts for summer course enrollments that are now occurring. Dr. Park asked that the auditor’s report be provided to the Board prior to the meeting where the vote of approval occurs.

**COURSE SUCCESS RATES:** Interim Vice President Paul Lampe reviewed the course success numbers. The overall success rate for fall 2020 was 76.4%, the same as the rate for fall 2019. Paul noted that success is defined as a grade of A, B, C, or Pass. The rate from spring 2019 was 78.2%;



spring 2020 was 80.5%. That is a 2.3% increase. A great deal of outreach was done during the spring 2020 semester. Aviso was also rolled out during the spring. Aviso is being used for student communication as well as for retention. It is also used for communication between advisors and instructors.

**HIGHER LEARNING COMMISSION (HLC) ACCREDITATION:** Vice President Walter reported that the next comprehensive visit by HLC is scheduled for April 18-19, 2022. On June 30, 2020 the HLC Board determined ECC is no longer at risk of noncompliance with the Criteria for Accreditation and removed the College from notice. The institution is now on the Standard Pathway which includes a ten-year accreditation cycle with an annual written institutional update and two comprehensive visits, in years four and ten. The Assurance Review being prepared is similar to the report created for last year's focused visit.

The five criteria are currently being reviewed by work teams who are identifying key contacts and where documentation is located for each criterion. There is also a team working on Assumed Practices, which is a set of practices shared by all institutions of higher education that must be followed at all times (i.e. employee evaluation, the role of faculty in assessment and curriculum development, handling of transcripts, credit hours and clock hours). Another team is focused on federal compliance. As a part of the accreditation process, there will be an opportunity for community members to provide feedback (third party comment) and a student opinion survey will be issued by HLC. A quality initiative will be built into the assurance argument to provide information on a project selected for improvement over the last few years.

The HLC Committee tri-chairs are Robyn Walter, Michelle Smith and Jennifer Higerd. Their role is to provide leadership and support the work teams, develop and oversee the Assurance Argument, communicate with the campus and Board, update the president and steering committee, and plan for the site visit. A steering committee will provide overall guidance across the writing process, gather feedback, and promote understanding of the process.

Jennifer Higerd shared the timeline for preparation for the visit, which includes a mock visit in November 2021. In response to Board comments/questions, Ms. Higerd noted that updates will be provided to the Board at the beginning of each semester and at other points as needed. She also indicated that the mock visit will be conducted by peers from another college.

**\*PERSONNEL:** The Board **approved** the appointment of Melissa Schall-Wilmore as Advisor, Student Success, effective October 1, 2020 with an annual salary of \$42,500. The Board also **approved** changes to the adjunct faculty roster for fall semester 2020 as shown on the attached memorandum.

**BOARD PRESIDENT'S REPORT:** Ms. Hartley expressed appreciation to the faculty, staff and administration for extraordinary efforts to ensure a successful fall semester. She also passed along the Board's congratulations to the employees who received recognition for their years of service to the college. Ms. Hartley encouraged all employees to join the Missouri Community College Association, noting the Association works diligently to advocate for community colleges and their students in the legislature as well as provides a forum for sharing ideas and information.

**REPORTS:**

- A. FACULTY ASSOCIATION REPORT:** Faculty Association President Reg Brigham reported the faculty have settled into a routine and are adapting to changes caused by COVID-19. He noted that what happens in the community impacts the classrooms and faculty would like as much lead time as possible if instruction would need to be flipped to a remote format.
- B. ECC-NEA:** ECC-NEA Secretary Cori Derifield reported membership is up 15% and new members continue to be added. ECC-NEA will soon have its own professional website. The FY22 bargaining team is being established and groups have been working on the five supplemental letters to the FY21 collective bargaining agreement.
- C. PROFESSIONAL STAFF ASSOCIATION REPORT:** Professional Staff Association President Jenny Kuchem reported there are many students dealing with stress due to quarantine, sickness, and economic issues. Registration for spring and summer is underway with over 100 students visiting the student services center on the first day. College 101 classes are meeting with advisors to complete registration as a part of their class time.
- D. CLASSIFIED STAFF ASSOCIATION REPORT:** Classified Staff Association President Hannah Masek was unable to attend so there was no report.

**PRESIDENT'S REPORT:** Dr. Bauer reported the College has a variety of resources to help with expenses related to COVID-19. Vice President Doecker is coordinating the submission of reimbursement requests. He indicated \$113,500 was received from the Coronavirus Relief Fund (CRF)–Remote Learning which was established to offset any expenses for converting to a remote instructional format. A total of \$473,565 has been submitted to the CRF-Response & Reopening which is designated for preparing buildings to reopen to students. Items submitted include payroll expenses for faculty conversion of classes for fall, sanitizing stations, plexiglass barriers, and personal protective equipment. The college has received \$43,460.13 from the Governor's Emergency Education Relief (GEER) Fund; that fund has a remaining balance of \$178,140.87. Dr. Bauer noted that another source of funding is the federal CARES Act funds which were given directly to the College. Those funds must be expended by April 2021.

There are currently two Union and four Rolla employees quarantined (due to close contact or due to a child with close contact) and one Union employee in isolation (positive test result). There are 33 students quarantined in Union with three in isolation; Rolla has seven quarantines and one isolation. About half the Union quarantine number is associated with close contact to one positive case. The numbers have been consistently low with this being the first uptick related to an athletic team. Positivity rates in Franklin and Phelps Counties are also being monitored daily. If the numbers begin to trend in a way that causes concern about in-person classes, as much lead time as possible will be provided to faculty and students before moving to remote instruction.

Enrollment at fall census date (end of week 4 of classes) is down 2.1% in headcount and 2.0% in credit hours. All but one of the Missouri community colleges saw declines this fall; ECC did better than most in the state. The enrollment numbers reflect the increase in online and hybrid classes due to the pandemic. Dual credit enrollment increased 6.5% in headcount with credit hours declining 3.7%.

Dr. Bauer shared the names of employees reaching years of service milestones and offered his congratulations. He also congratulated Chef Mike Palazzola on receiving the Washington Chamber of Commerce Outstanding Young Professional Award and Beth Winters-Rozema on receiving the Emerson Excellence in Teaching Award.

Dr. Bauer noted that the Missouri Community College Association convention will be virtual this year and the sessions will be available for access for a year. Numerous faculty and staff will be making presentations.

The faculty have been creative in developing outdoor offerings and the Theatre in the Glen productions and concerts have been well-received. In addition, the recent golf tournament had a great turnout and was a very successful fundraiser for athletics.

**ADJOURNMENT:**

**Motion:** To adjourn the October 5, 2020 public Board of Trustees meeting at 6:42 p.m.

*Motion by Cookie Hays; Seconded by Audrey Freitag; carried unanimously.*

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President, Board of Trustees

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Secretary, Board of Trustees

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 5: TREASURER'S REPORT AND FINANCIAL REPORT**

**Recommendation:** To **approve** the treasurer's report, the financial report, and the payment of bills subject to the annual audit.

Attachments

11/2/2020

Section 5, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084

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**East Central College**  
**Preliminary\* Statement of Net Assets for all Funds**  
**As of September 30, 2020 and September 30, 2019**

<b>ASSETS</b>	<b><u>9/30/2020*</u></b>	<b><u>9/30/2019*</u></b>
Current		
Cash	4,197,313	6,101,906
Investments	797,825	848,209
Receivables, net		
Student	552,169	332,020
Federal & State agencies	3,982,108	1,015,250
Other	129,841	102,194
Inventories	156,006	196,451
Prepaid expenses	43,983	25,830
<b>Total Current Assets</b>	<b><u>9,859,245</u></b>	<b><u>8,621,860</u></b>
Non-Current Assets		
Other Assets	233,037	427,447
Capital Assets (net)	41,273,159	42,958,082
<b>Total Non-Current Assets</b>	<b><u>41,506,196</u></b>	<b><u>43,385,529</u></b>
<b>Total Assets</b>	<b><u>51,365,441</u></b>	<b><u>52,007,389</u></b>
<b>DEFERRED OUTFLOW OF RESOURCES</b>		
Deferred pension outflows	<u>5,391,728</u>	<u>7,235,763</u>
<b>Total Assets and Deferred Outflow of Resources</b>	<b><u>56,757,169</u></b>	<b><u>59,243,152</u></b>
<b>LIABILITIES</b>		
Current Liabilities		
Accounts Payable	400,614	13,089
Accrued Wages & Benefits	5,861	238,337
Unearned Revenue	120	45
Due to Agency Groups	917	84,043
Accrued Interest	18,516	128,577
<b>Total Current Liabilities</b>	<b><u>426,028</u></b>	<b><u>464,091</u></b>
Non-Current Liabilities		
USDA Loan	616,667	716,667
Bonds Payable	9,355,000	10,570,000
Premium on Sale of Bonds	541,773	644,171
Net Pension Liability	14,113,215	14,443,812
Compensated Absences	704,381	574,296
Post Employment Benefit Plan Payable	1,159,868	962,138
Johnson Control Performance Contract	1,106,637	1,147,466
United Bank of Union	1,850,000	1,950,000
<b>Total Non-Current Liabilities</b>	<b><u>29,447,541</u></b>	<b><u>31,008,550</u></b>
<b>Total Liabilities</b>	<b><u>29,873,569</u></b>	<b><u>31,472,640</u></b>
<b>DEFERRED INFLOW OF RESOURCES</b>		
Deferred pension inflows	<u>3,723,756</u>	<u>4,333,443</u>
<b>NET ASSETS</b>		
Investment in Capital Assets, net	36,668,372	35,413,776
Restricted for Debt Service	-44,894	-12,388
Board Restricted	1,760,000	1,760,000
Unrestricted:		
General Fund	5,415,045	4,883,894
All other Funds	-20,638,679	-18,608,213
<b>Total Net Assets</b>	<b><u>23,159,844</u></b>	<b><u>23,437,069</u></b>
<b>Total Liabilities, Deferred Inflow of Resources and Net Assets</b>	<b><u>56,757,169</u></b>	<b><u>59,243,152</u></b>

**East Central College**  
**Preliminary\* Statement of Activities**  
**General Fund**

**As of September 30, 2020 and September 30, 2019**

	For the Fiscal Year Ending June 30, 2021			For the Fiscal Year Ended June 30, 2020			
	Current FY Budget	Sept 2020 Month end	Current FY Year-To-Date	Prior FY Budget	Sept 2019 Month end	Prior FY Year-To-Date	Prior Year FYE*
<b>Revenues:</b>							
Local Revenue	6,977,522	22,847	111,113	6,700,000	22,189	91,294	6,846,432
State Revenue	4,382,100	369,684	1,109,052	5,257,661	424,014	1,272,044	4,414,059
Federal Revenue		149,868	149,868	-	425	425	425
Tuition and Fees	5,888,328	141,910	3,313,919	6,501,424	87,914	3,330,661	6,195,071
Interest Income	50,000	4,663	19,302	55,078	6,854	10,635	88,550
Gifts and Grants	50,000	71,914	71,914	387,925	-	313,521	426,943
Miscellaneous Revenue	50,000	2,827	8,830	75,000	11,879	21,832	51,587
Transfers-Interfund & Indire	-	526	373,475	-	-	2,500	308,400
Transfer Federal Programs	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>17,397,950</b>	<b>764,239</b>	<b>5,157,473</b>	<b>18,977,088</b>	<b>553,275</b>	<b>5,042,912</b>	<b>18,331,467</b>
<b>Expenses:</b>							
Salaries	9,804,182	769,228	2,067,486	10,359,668	800,622	2,199,524	9,985,559
Benefits	3,362,560	286,174	797,205	3,475,779	287,485	806,379	4,631,870
Contractual Services	930,000	34,424	510,493	691,367	50,581	494,786	898,626
Current Expenses	800,000	195,924	515,124	1,343,505	71,346	211,460	835,153
Travel	175,000	6,840	23,846	253,123	15,644	45,206	161,135
Property & Casualty Insuran	202,000	-	106,494	202,000	-	102,935	198,771
Vehicle Expense	15,000	42	1,179	16,640	581	1,466	6,772
Utilities	628,507	53,047	133,756	571,370	62,818	120,167	497,075
Tele/Communications	225,855	14,756	70,682	225,855	11,449	49,655	212,933
Miscellaneous	400,000	14,908	54,461	588,678	36,360	72,037	320,466
Foundation Paid Expense	2,000	8,459	8,459	-	-	-	2,547
Clearing Account	1,000	(79)	68	-	(2,609)	(35)	-
Scholarship Expense	75,000	42,355	42,476	11,200	16,643	16,439	91,961
Faculty Development	10,000	-	1,350	25,000	222	2,477	26,650
Instit. Match for Grants	75,000	-	-	74,100	-	-	32,662
Commitment to ABE	20,000	-	-	20,000	-	-	23,432
Instit. Commit.to Fine Arts	6,175	-	-	6,175	-	-	6,175
Instit. Commit.to Word & M	3,040	-	-	3,040	-	-	-
Capital	50,000	16,529	58,355	15,527	-	-	36,262
Interfund Transfers	18,400	8,334	-	18,400	-	-	-
Debt Princ & Interest	300,000	-	77,305	272,657	8,333	68,514	272,188
<b>Total Expenses</b>	<b>17,103,719</b>	<b>1,450,941</b>	<b>4,468,739</b>	<b>18,174,084</b>	<b>1,359,475</b>	<b>4,191,010</b>	<b>18,240,237</b>
<b>Revenue over Expenses</b>	<b>294,231</b>	<b>-686,702</b>	<b>688,734</b>	<b>803,004</b>	<b>-806,200</b>	<b>851,902</b>	<b>91,230</b>

**East Central College**  
**Preliminary\* Statement of Revenue, Expenses & Changes in Net Assets**  
**(All Funds)**  
**As of September 30, 2020 and September 30, 2019**

	For the Fiscal Year Ending June 30, 2021		For the Fiscal Year Ended June 30, 2020	
	Sept 30, 2020*	FY 2021 Year-To-Date	Sept 30, 2019	FY 2020 Year End*
<b>Operating Revenues:</b>				
Student Tuition & Fees	147,512	3,916,898	79,055	3,963,758
Federal Grants & Contracts	154,072	601,876	2,396,631	2,406,609
State Grants & Contracts	61,889	68,802	85,704 #	102,601
Auxiliary Services Revenue	72,878	497,722	56,292	558,028
Other Operating Revenue	76,718	135,407	14,065	354,688
<b>Total Operating Revenue</b>	<b>513,069</b>	<b>5,220,705</b>	<b>2,631,747</b>	<b>7,385,684</b>
<b>Operating Expenses:</b>				
Salaries	848,105	2,286,270	889,842	2,466,036
Benefits	310,041	868,241	311,247	879,999
Purchased Services	131,261	722,017	152,084	658,412
Supplies & Current Expenses	370,285	1,085,803	159,438	806,856
Travel	7,485	13,590	20,279	45,483
Insurance	-	124,997	-	119,703
Utilities	74,033	221,660	91,759	197,106
Other	7,719	23,035	25,619	53,719
Depreciation	172,465	517,803	167,193	503,560
Financial Aid & Scholarship	89,068	147,490	2,483,467	2,487,573
Foundation Paid Expense	10,584	10,834	-	-
<b>Total Operating Expenses</b>	<b>2,021,046</b>	<b>6,021,740</b>	<b>4,300,928</b>	<b>8,218,447</b>
<b>Operating (Loss)/Gain</b>	<b>-1,507,977</b>	<b>-801,035</b>	<b>-1,669,181</b>	<b>-832,763</b>
<b>Non-Operating Revenues (Expenses):</b>				
State Appropriations	369,684	1,109,052	424,014	1,272,044
Tax Revenue	28,206	137,177	27,394	112,709
Interest Income	5,653	23,567	7,965	13,463
Gain/Loss on asset disposal	-	-	-	0
Principal & Interest on Debt	-2,514	14,555	73,277	-113,567
<b>Total Non-Operating Revenue (Expense)</b>	<b>401,029</b>	<b>1,284,351</b>	<b>532,650</b>	<b>1,284,649</b>
<b>Increase in Net Assets</b>	<b>-1,106,948</b>	<b>483,316</b>	<b>-1,136,531</b>	<b>451,886</b>

**East Central College**  
**Investments**  
**As of September 30, 2020**

<u>CD Number</u>	<u>Date</u>	<u>Maturity</u>	<u>Term</u>	<u>Rate</u>	<u>Total</u>
<b><u>United Bank of Union</u></b>					
1024017649	6/15/2020	6/15/2021	12 Months	0.70%	\$ 400,075.54
1024017375	5/15/2020	5/15/2021	12 Months	0.80%	\$ 397,235.94

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**ECC Total Invesments    \$ 797,311.48**

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**Private CDs Owned by the P. A. Hearst Account**

Farmers & Merchants Bank - CD #132982029	8/13/2019	8/13/2020	12 Months	1.24%	\$ 78,638.22
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**Total Investments    \$ 78,638.22**

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**2020**

Total Cash Accounts	\$ 4,197,313.00
Certificates of Deposit	<u>\$ 797,311.48</u>
	<b><u>\$ 4,994,624.48</u></b>

**2018 (December)**

Total Cash Accounts	\$ 5,641,944.00
Certificates of Deposit	<u>\$ 395,489.63</u>
	<b><u>\$ 6,037,433.63</u></b>



**East Central College  
Pledged Securities  
As of September 30, 2020**

**Farmers & Merchants**

SECURITY DESCRIPTION	MATURITY DATE	CUSIP NO.	PAR AMOUNT
FDIC Insurance			\$ 250,000.00
<b>TOTAL</b>			<u><b>\$ 250,000.00</b></u>

**United Bank of Union**

SECURITY DESCRIPTION	MATURITY DATE	CUSIP NO.	PAR AMOUNT
Federal Home Loan Mortgage Corp	03/01/32	3128P7ST1	\$ 975,914.23
Federal Home Loan Mortgage Corp	01/01/33	3128P7XX6	\$ 1,059,244.67
FHR 4672 QD	08/15/45	3137BXLH3	\$ 911,322.48
Federal National Mortgage Association	07/01/32	31418AGQ5	\$ 897,444.50
Federal Home Loan Mortgage Corp	07/01/34	3128P76D0	\$ 392,154.40
Federal National Mortgage Association	10/01/34	3138EN6G9	\$ 845,074.27
<b>TOTAL</b>			<u><b>\$ 5,081,154.55</b></u>

**Citizens Bank**

SECURITY DESCRIPTION	MATURITY DATE	CUSIP NO.	PAR AMOUNT
Franklin County School District, R-XI Union MO	3/1/2021	353100GU8	\$ 540,000.00
FDIC Insurance			\$ 250,000.00
<b>TOTAL</b>			<u><b>\$ 790,000.00</b></u>

\* ALL SECURITIES ARE HELD WITH OUR SAFEKEEPING AGENT - COMMERCE BANK N.A., 1000 WALNUT STREET, KANSAS CITY, MO 64106

\*\* ALL PLEDGED SECURITIES ARE IN COMPLIANCE WITH SECTION 1823 (E) OF THE FDIC REGULATIONS AND HAVE BEEN APPROVED BY THE BANK'S LOAN COMMITTEE. THE APPROVAL IS REFLECTED WITHIN THE MINUTES OF THE COMMITTEE.

**East Central College  
Warrant Check Register  
As of September 30, 2020**

The Treasurer of the Board confirms for the month ending September 30, 2020 that the check payments officially filed have been issued in accordance with the policies and procedures of East Central College (Junior College District), in compliance with the appropriation granted by the Board of Trustees as defined in the FY21 budgets and that there are sufficient balances in each fund and sub-fund available for the expenditures for which approval is here to requested.

Total amount of checks dispersed from August 5, 2020 through September 30, 2020, is reported at \$2,820,260.24

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 6: HVAC PROJECT**

**Recommendation:** To **approve** a proposal by Johnson Controls to replace two heat pumps in Hansen Hall at a cost of \$50,125.

Attachment

11/2/2020

Section 6, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084  
(636) 583-5195, Ext. 6502  
FAX (636) 583-6601

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**BOARD MEMORANDUM**

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**TO:** BOARD OF TRUSTEES

**FROM:** JON BAUER, PH.D.

**SUBJECT:** HVAC PROJECT

**DATE:** OCTOBER 28, 2020

**CC:** TOT PRATT

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This memorandum serves as a recommendation to approve the enclosed proposal from Johnson Controls for the replacement of two heat pumps in Hansen Hall. The project will be funded through the loan proceeds from United Bank of Union, which has been used to fund other HVAC projects on campus.

These heat pumps primarily serve the band and choir rooms in Hansen Hall. We have struggled with these units for a number of years and they have gone beyond their useful life.

Approval of the project now will ensure they can be replaced before the spring/summer cooling season, which is when they have caused the most problems for students and faculty in the area.

The loan with United Bank of Union, which was approved by the Board of Trustees in February, 2019, has \$105,772 still available for these projects.

All of the college's HVAC and corresponding control system is provided by Johnson Controls (JCI).



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:** October 27, 2020  
**Project:** Heat Pump Replacement  
**Proposal Ref:** Hanson Hall

Mr. Pratt,

The following proposal is to replace two existing heat pumps with like replacements located and servicing Hanson Hall.

### **Scope of Work**

- Remove existing heat pump units
  - JCI shall disconnect and remove units from ceiling (Qty.2)
  - East Central College to dispose or keep for parts including refrigerant
- Furnish & install new heat pump units (Qty.2)
- Furnish & install new TEC wall sensors (Qty.2)
- Provide mechanical labor associated with new equipment installation
- Provide Metasys technical labor to connect to existing BAS network
- Provide factory equipment startup and confirm proper operation
- Provide electrical labor and materials associated with installation
  - Disconnect existing heat pump units
  - Furnish & install power wiring
  - Install associated sensors and wiring
  - Furnish & install interlock wiring
  - Furnish & install associated network cabling
- Provide sheet metal labor and materials associated with installation
  - Installation of internally lined duct work to reconnect new systems to existing duct work and registers
- Provide project management and coordination of labor trades
- One year parts and labor warranty

### **Customer Responsibilities**

- ❖ Allow access to all areas necessary to complete project
- ❖ Remove ceiling grid and reinstall
- ❖ Provide access to man-lift
- ❖ Provide IP address for network connection



**Project Clarifications**

- ❖ All units require lead time for delivery
- ❖ Removal of hazardous materials excluded
- ❖ Addition, replacement or repair of equipment and components excluded unless mentioned in scope of work
- ❖ All work shall be performed during normal business hours (7:00am-3:30pm)

**The price for the above scopes of work is .....\$50,125.00**

*(Fifty thousand One hundred and Twenty-Five dollars)*

**Payment Terms**

Upon acceptance of this proposal, an invoice for payment in the amount of 50 percent of the contract price will be issued for job mobilization, engineering, materials and/or equipment. Remainder will be invoiced per project progress

Thank you for your continued interest in JCI/York facility and energy services. My goal is to provide you and your business the right solution for your HVAC and energy needs. If you have any questions, please call me at (314) 346-7968 or I can be reached via email at [David.W.Frazier@jci.com](mailto:David.W.Frazier@jci.com).

Respectfully Submitted,

David W. Frazier  
Owner Account Executive  
[Building Efficiency](#)

Upon approval please return signed copy of quotation for acceptance. Thank you.

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

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

Purchase Order Number: \_\_\_\_\_



## 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 FLSP 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

24 Hour Service Line (866) 680-8103 \* Fax (314) 569-1983

www.johnsoncontrols.com

November 2, 2020

Section 6, Page 5

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 7: CAMPUS RESOURCE OFFICER AGREEMENT**

**Recommendation:** To **renew** the agreement with the City of Union to share expenses for the Campus Resource Officer program for a period of five years and one month beginning June 1, 2021 and ending June 30, 2026, pending approval by the City of Union Board of Aldermen.

Attachment

11/2/2020

Section 7, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084  
(636) 584-6501  
FAX (636) 583-6602



## **Campus Resource Officer Agreement**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Union and East Central College, both of Franklin County, Missouri.

**WHEREAS** the parties hereto are desirous of entering into an agreement with each other for the purpose of continuing and equitably sharing expenses for a Campus Resource Officer program, the City of Union and East Central College agree to the following:

East Central College will honor and interact with the Campus Resource Officers according to the job description on file with both parties;

Two Campus Resource Officers (hereafter referred to as CRO) will be assigned to the East Central College Union campus to cover the normal class hours, both day and evening, established by East Central College. This assignment will be on a year-round basis, with the only exceptions being allowed for emergency response to major incidents in other parts of the City of Union and to complete training activities;

The City of Union will provide a vehicle to be used by the CROs. East Central College will provide all equipment for said vehicle as well as installation costs. The cost for vehicle maintenance for this vehicle will be the responsibility of East Central College, with an understanding that, whenever possible, the City of Union mechanics will provide the manpower to do the work at no charge to East Central College. East Central College will pay for all parts needed for maintenance of this vehicle;

East Central College will pay for any and all expenses related to police officer specific training, Campus Resource Officers, and annual training at the Missouri School Resource Officer's Annual Conference unless a conference specific to Campus Resource Officers becomes available, at which time this section shall apply to such conference in lieu of the Missouri School Resource Officer's Annual Conference;

If the CRO is hired from existing staff who are already equipped with the uniforms and equipment needed for normal Union Police Department operations, no cost for these items will be the responsibility of East Central College. If the CRO is a "new hire" to the City of Union Police Department, East Central College will pay for the cost of outfitting a new police officer and the City of Union will maintain that equipment at no additional cost to East Central College. East Central College will pay all the costs for special armed intruder response equipment and any other equipment unique to the duties of the CROs;

East Central College will provide each CRO with a cell telephone and a laptop computer capable of remote access to the Records Management System at the Union Police Station, and an appropriate workspace for conducting police activities;

The City of Union will invoice East Central College on a monthly basis for one hundred (100) percent of the actual expenses (to include salary and benefits) for the CROs. Invoices for

other costs associated with other sections of this agreement will be billed separately. Payments are on a 30-day basis from receipt of invoices.

**Term of Agreement:** This agreement shall be for a period of five (5) years and one month beginning on June 1, 2021 and ending June 30, 2026 (to coincide with East Central College's fiscal year). Either party may terminate this agreement at their sole discretion by providing the other party with a 180-day written notice. It is the expectation of the City of Union and East Central College to renew this agreement under similar conditions at the end of this five year and one-month term. The term of this agreement is subject to annual appropriations by the City of Union Board of Aldermen and East Central College.

**NOW, THEREFORE,** in consideration of the above agreement, East Central College and the City of Union mutually agree additionally:

1. That the Campus Resource Officer is an employee of the City of Union subject to the terms of employment for all City of Union employees and subject to direction by the Union Chief of Police or his designee. The Chief of Police will work cooperatively with the President of East Central College, or his designee, in establishing policies and procedures for the CRO activities.
2. This agreement is a contract between the City of Union and East Central College.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year written above.

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Rodney J. Tappe, Mayor  
City of Union

---

Ann Hartley, Board President  
East Central College

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 8: COVID-19 UPDATE**

An update will be provided on campus positive case/quarantine data and funds expended to date through the state Coronavirus Relief Fund, Governor's Emergency Education Relief Fund and federal CARES Act allocations.

11/2/2020

Section 8, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084

(636) 584-6501

FAX (636) 583-6602

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 9: \*PERSONNEL**

**A. POSITION RECLASSIFICATIONS**

Reorganization of Early College and Admissions staffing is currently being finalized and recommendations for reclassifications of positions resulting from the structural change will be sent under separate cover before the meeting.

11/2/2020

Section 9, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084

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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 10: BOARD PRESIDENT'S REPORT**

Board President Ann Hartley will share information with the Board.

11/2/2020

Section 10, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084  
(636) 583-5195, Ext. 2201  
FAX (636) 583-6602

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 11: REPORTS**

**REPORTS**

Reports may be presented by:

- A. Faculty Association President, Reginald Brigham
- B. ECC-NEA Vice President, Sue Henderson
- C. Professional Staff President, Jenny Kuchem
- D. Classified Staff Association Secretary, Angie Siebert
- E. Student Government Association President, Jenna Meintz

11/2/2020

Section 11, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084  
(636) 583-5195, Ext. 2201  
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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 12: PRESIDENT'S REPORT**

Projected meeting dates for 2020 and 2021 are listed below for planning purposes. Meetings will normally begin at 5:30 p.m. Please let me know as soon as possible if you will not be able to attend any of the projected meetings.

**2020 Projected Meeting Dates**

December 7

**Alternate Meeting Dates**

December 14

**2021 Projected Meeting Dates**

No January meeting

February 1

March 1

April 5

May 3

June 7

July 15 (*Thursday noon business meeting*)

August 30

No September Meeting

October 4

November 1

December 6

**Alternate Meeting Dates**

February 8

March 8

April 12

May 10

June 14

October 11

November 8

December 13

11/2/2020

Section 12, Page 1

**East Central College**

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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
November 2, 2020**

**AGENDA ITEM 13: ADJOURNMENT**

**Recommendation:** To **adjourn** the November 2, 2020 meeting of the Board of Trustees.

11/2/2020

Section 13, Page 1

**East Central College**

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