

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**August 16, 2022**



**Location:**

**Frontier Community College  
2 Frontier Drive  
Fairfield, IL 62837**

**Dinner & Meeting – 6:15 p.m. – Bob Boyles Hall**

*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**

**August 16, 2022**

**6:15 p.m.**

**Frontier Community College  
Bob Boyles Hall**

1. **Call to Order & Roll Call** .....Chairman Carter
2. **Welcome from the Chair**.....Chairman Carter
3. **Recognition of Visitors and Guests**.....Dr. Edgren
  - A. Visitors and Guests
  - B. IECEA Representative
4. **Budget Hearing**.....Chairman Carter
5. **Public Comment**
6. **Reports**
  - A. Trustees
  - B. Chancellor
  - C. Presidents
  - D. Business and Industry.....Dean Kakac
7. **Approval of Consent Agenda**.....Chancellor Gower
  - A. Disposition of Minutes
  - B. Program Review FY 2022
  - C. Affiliation Agreements:
    - i. Lakeland Rehabilitation & Health Care Center
    - ii. Lawrence Crawford Association for Exceptional Citizens
8. **Action on Items Removed from Consent Agenda**..... Chancellor Gower
9. **Policy First Reading (and Possible Approval)** ..... Chancellor Gower
  - A. Policy 400.30 Prohibited Consensual Relationships
10. **Policy Second Reading** ..... Chancellor Gower
  - A. None

11. **Staff Recommendations for Approval**
  - A. Final Budget FY 2023 ..... Chancellor Gower
  - B. Cybersecurity Managed Detection and Response System..... Chancellor Gower
12. **Bid Committee Report**..... Chancellor Gower
13. **District Finance**
  - A. Financial Report ..... Mr. Hawkins
  - B. Approval of Financial Obligations ..... Mr. Hawkins
14. **Executive Session** ..... Chancellor Gower
15. **Approval of Executive Session Minutes**
  - A. Written Executive Session Minutes..... Chancellor Gower
  - B. Audio Executive Session Minutes ..... Chancellor Gower
16. **Approval of Personnel Report**..... Mrs. McDowell
17. **Collective Bargaining**..... Chancellor Gower
18. **Litigation** ..... Chancellor Gower
19. **Other Items**
20. **Adjournment**

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Welcome from the Chair**

**Agenda Item #3**

**Recognition of Visitors and Guests**

- A. Visitors and Guests**
- B. IECEA Representatives**

**Agenda Item #4**

**Budget Hearing**

**Agenda Item #5**

**Public Comment**



## **Agenda Item #6**

### **Reports**

- A. Trustees**
- B. Chancellor**
- C. Presidents**
- D. Division Report: Business and Industry**

**Agenda Item #7**

**Consent Agenda**

- A. Disposition of Minutes**
- B. Program Review FY 2022**
- C. Affiliation Agreements**

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 Main Hall 101, At Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, July 19, 2022.

Without objection, Trustee Barbara Shimer, Secretary Pro Tempore, assumed the role of Recording Secretary, in the absence of Renee Smith, Board Secretary.

**AGENDA #1 – “Call to Order & Roll Call”** – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Board Secretary Pro Tempore, Barbara Shimer, 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:

John D. Brooks, Roger Browning, Gary Carter, Brenda K. Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student Trustee Raechel Hnetkovsky was absent. Trustees absent: None. 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:

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Zahi Atallah , President of Lincoln Trail College.

Roger Eddy, Interim President of Olney Central College.

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Andrea McDowell, Director of Human Resources.

**AGENDA #2- “Welcome from the Chair”**- Chairman Carter welcomed all who were present for the meeting.

**AGENDA #3 – “Recognition of Visitors & Guests” –**

**#3-A. Visitors & Guests:** Visitors and guests present were recognized.

**#3-B. IECEA Representative:** IECEA President Rob Mason provided brief remarks.

**AGENDA #4 – “Public Comment” – None.**

**AGENDA #5 – “Reports” –**

**#5-A. Report from Trustees:** None.

**#5-B. Report from Chancellor:** Chancellor Gower provided details on opportunities and challenges in addition to his electronic report.

**#5-C. Report from Presidents:** Reports were presented from the Presidents.

**#5-D. Division Report: IECC International Program:** Cassandra Goldman, Director of International Students provided a presentation on the District’s International Program.

**AGENDA #6 “Consent Agenda” -** The following consent agenda items were presented for approval.

**#6-A. Disposition of Minutes:** Open meeting minutes as prepared for the regular meeting held Tuesday, June 21, 2022 were presented for disposition.

**#6-B. 2022-2023 IECC Catalog:** Dr. Gower reviewed the 2022-2023 IECC Catalog. The catalog lists all courses, programs, degrees and certificates, along with the district policy that applies to operation of the district and its students. Throughout the year, the Board of Trustees is asked to approve changes to the catalog. These changes are added to the electronic version on the IECC website and this amended electronic version becomes the binding document for the district’s relationship with students, faculty, and staff. Because high school counselors continue to use the catalog when advising students, the District will print 815 catalogs for a price of approximately \$6,766.00. Dr. Gower recommended approval for Creasy Printing Services to print the 2022-2023 Catalog.

**#6-C. Policy 500.11 FERPA:** Revisions to the current 500.11 FERPA were presented for approval by Chancellor Gower.

**Family Educational Rights and Privacy (500.11)**

Date Adopted: December 13, 1994

Revised: May 6, 2003

Revised: June 20, 2017

Revised: April 17, 2018

Revised: October 20, 2020

Revised: July 19, 2022 (Pending Approval)

A. Purpose

Illinois Eastern Community Colleges (IECC) respects the rights of students and their education records regarding privacy, confidentiality, inspection and review, amendment, and disclosure. The intent of this policy is to be in accordance with the Family Educational Rights and Privacy Act of 1974,

20 U.S.C. § 1232g, 34 CFR Part 99 (collectively, "FERPA"), and other existing requirements, and to ensure that every endeavor is made to keep the student's records confidential and out of the hands of

those who would use them for other than legitimate purposes.

B. Definitions

1. *Eligible student*: A student who has reached 18 years of age or is attending a post-secondary institution.
2. *Education record*: Any record directly related to a student and maintained by IECC or by a party acting for IECC. The following documents **are not** considered education records:
  - a) Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker;
  - b) Employment records of individuals employed by the colleges other than as student employees;
  - c) Records created or received by IECC after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student.
3. *Record*: Information recorded in any medium, including, but not limited to, handwritten, printed, computer media, video or audio tape, film, microfilm, and microfiche.

4. *Directory information:* Information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. IECC has designated the following as directory information:
  - a) Name
  - b) Current/permanent address
  - c) Telephone number
  - d) Email address
  - e) Date of birth
  - f) Current term hours carried
  - g) Major field of study
  - h) Classification (freshman, sophomore, continuing)
  - i) Academic unit
  - j) Dates of attendance/anticipated graduation date
  - k) Degrees and honors earned and dates (including commencement)
  - l) Most recent previous educational agency or institution attended prior to IECC
  - m) Participation in officially recognized activity or sport (including weight/height for athletes)
  - n) Picture
5. *Personally identifiable information:* Information contained in an education record of a student which can be used to distinguish or trace an individual's identity. The following are considered personally identifiable, confidential, and **are NOT** directory information. (This is representative in nature and not all-inclusive):
  - a) Social security number
  - b) Student ID number
  - c) Race, ethnicity, nationality
  - d) Gender
  - e) GPA
  - f) Parent information
6. *School officials:* Includes faculty, staff, and administrative personnel employed by IECC. A school official can also be an individual employed by an educational agency that is performing institutional services or functions on behalf of IECC.
7. *Legitimate educational interest:* Generally, a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his/her professional responsibility. Legitimate educational interest will be reviewed by appropriate Student Services staff on a case by-case basis.

### C. Rights of Students

1. Inspect and review education records: A student may inspect and review his/her education record by completing an Education Record Request Form available from Student Services at the college of attendance.

The appropriate Student Services personnel will comply with this request within 45 days, but generally will not exceed seven working days after the request has been made. Records requested and approved for release may be inspected at the college during normal office hours, Monday through Friday, except on designated holidays or otherwise posted at the college.

Except as limited under 34 CFR part 99.12, IECC may not deny access to education records without providing a description of the circumstances in which the college feels it has a legitimate cause to do so. ~~A legitimate cause to deny requests for a copy of such records includes, but is not limited to, students owing fees or having other indebtedness to the college.~~

Copies of education records can be obtained at a cost of 25 cents per page plus postage, if applicable. To obtain a copy of an IECC transcript, a student must follow the appropriate procedure and pay the transcript fee as outlined in the IECC catalog.

2. Request amendment of education records: A student who believes that information contained in his/her education record is inaccurate, misleading, or violates his/her privacy or other rights, may request amendment of the education record under 34 CFR Part 99.20 by applying in writing to

the college's Records Office. The student must clearly identify the specific part of the record to be amended and explain why the record should be amended. The college shall decide whether to amend the records of the student, in accordance with the request, within ten working days from the receipt of the request. If the college decides to refuse to amend the education record of the student, in accordance with the request, it shall inform the student of the refusal and advise the student of the right to a hearing under 34 CFR Part 99.21. In the event the college determines insufficient cause to warrant an amendment to the record, the student has the right to add a statement to the record commenting on the contested information or stating why he/she

disagrees with the decision. Future disclosures that would include this education record must include the student's statement.

3. Request the release of information: As a general principle, personally identifiable information will not be released to anyone. However, a student has a right to request and consent to the release of his/her information to others. A power of attorney will be treated in the same manner as would the student. A copy of the Release of Information form can be obtained and completed at the college of attendance in the Student Services Office.

a) Under 34 CFR Part 99.31, authorization is given for the release of personally identifiable information contained in education records, without the student's consent, in the following instances:

- To IECC school officials who have a legitimate educational interest. NOTE: Once records have been disclosed to school officials, as defined by Board Policy, disclosure of that information to another entity or individual is prohibited;
- To appropriate parties in health or safety emergencies when knowledge of the information is necessary to protect the health or safety of the student or individuals within the campus community;
- To certain federal, state, and local educational authorities for audit or evaluation purposes, outlined in 34 CFR Part 99.35;
- To accrediting organizations to carry out their accrediting functions;
- To state and local authorities, within a juvenile justice system, pursuant to specific state law;
- To organizations conducting studies for, or on behalf of IECC, to: develop, validate, or administer predictive tests; administer student aid programs; or improve instruction;
- In compliance with judicial order or lawfully issued subpoena;
- IECC officials may disclose the final results of a Title IX disciplinary proceeding as set forth by Board Policy 100.31;
- To parents of students under 21 years of age regarding the student's violation of any Federal, State, or local law, or of any rule or policy of IECC, governing the use or possession of alcohol or a controlled substance;
- Information concerning registered sex offenders may be released in a manner consistent with federal and state regulations.

IECC will maintain a record of each request for access to any of these disclosures as required by 34 CFR Part 99.32 and a student may inspect and review that record.

b) Under the Solomon Amendment (10 U.S.C. § 983), Military Recruiters are allowed access to some address, biographical, and academic information (limited to "Student Recruiting Information" as defined in the law) on students age 17 and older.

4. Restrict directory information: Directory information may be released from a student's education record upon the request of an outside party, without prior written consent of the student. IECC takes its responsibility to safeguard the privacy of all students very seriously; therefore, all requests by outside parties for student directory information will be considered on an individual basis. As a condition for releasing directory information without permission, public notice is given annually to all students.

Students wishing to restrict release of Directory Information must file the Directory Information Restriction Notification form with Student Records.



5. File a complaint: If a student believes his/her rights have been violated, he/she may file a complaint with the college president or his/her designee. A student may also file a written complaint with the Family Policy Compliance Office at the address listed below:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW.  
Washington, DC 20202-  
5920

D. Dissemination

All employees are provided a copy of this policy. Faculty and applicable staff are trained on FERPA. Students are made aware of and educated on this policy through freshman orientation, the college catalog, IECC's website, and in handouts distributed by the college's Records Office. Annually, notification of students' rights under FERPA is provided to current students and employees via their IECC email addresses. A copy of this policy will be made available on request to any student.

**AGENDA #6-D. Policy 500.30 Withdraw:** Revisions to the current 500.30 Withdraw were presented for approval by Chancellor Gower.

STUDENT – 500

**Withdrawal Policy (500.30)**

Date Adopted: January 19, 2016

Revised: June 20, 2017

Revised: April 17, 2018

Revised: September 15, 2020

Revised: March 15, 2022

Revised: July 19, 2022 (Pending Approval)

Unforeseen circumstances or changes in plans may lead to necessary modifications to a student's schedule. Adding, dropping, or withdrawing a course is the responsibility of the student and must be initiated during specifically set forth days in the manner established by Illinois Eastern Community Colleges (IECC). Related dates and deadlines are published on the iecc.edu website. While the responsibility to drop or withdraw a course is the student's, there are limited instances when a college administrator may initiate this action. ~~as outlined in Procedure 500.30~~ provides guidelines for course changes and adheres to the Student Debt Assistance Act (PA 102-0998).

### **Exceptions/Related Policies**

*Policy to Protect Academic Standing of Dual Credit Students* (Policy 500.29) specifically applies to students who are not successful in dual credit courses that follow the high school calendar and may withdraw from the college course after the college drop date to protect their academic standing.

*Student Military Policy* (500.21) addresses withdrawals which result from a student enlisting or being ordered to active duty.

*Return of Title IV Funds Policy* outlines federal rules and regulations related to attendance, withdrawal, and various calculations for determining if funds must be returned by the student.

*Return of Unearned Tuition Assistance* outlines the Department of Defense regulations related to attendance, withdrawal, and various calculations for determining if funds must be returned by the student who was awarded Military Tuition Assistance.

**#6-E. Affiliation Agreements-** Chancellor Gower recommended approval of affiliation agreements between Illinois Eastern Community Colleges and Embarras River Basin Head Start, Embarras River Basin Senior Center, Happy Day Express, and Lawrence Crawford Association for Exceptional Citizens as listed in full in the board agenda.

**#6-F. CAISA (Counseling & Information for Sexual Assault/Abuse) & SAFE (Sexual Assault & Family Emergencies) MOU's:** Dr. Gower recommended approval of the agreements with CAISA and SAFE as listed in full in the board agenda.

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

COUNSELING & INFORMATION FOR SEXUAL ASSAULT/ABUSE

and

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Counseling & Information for Sexual Assault/Abuse (herein after called CAISA) a not-for-profit corporation, with primary offices located at 10499 N. State Highway 1 Robinson, Illinois 62454 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2020 through July 31, 2021. Said parties respectively do hereby agree as follows:

### **Section I: Definitions**

**Survivor:** a student who has experienced sexual violence, dating violence or stalking while enrolled in higher education.

**Confidential Advisor:** a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

**Comprehensive Policy:** a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

## **Section II: Description of Services**

All services to survivors, provided by CAISA will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of CAISA (when necessary) and information on protective orders. CAISA will provide this service in a manner that protects the student's privacy and rights under the law. Note: CAISA does not directly provide services for domestic violence; however, CAISA will refer any survivors of such to the appropriate community-based domestic violence support agency.

## **Section III: CAISA Services and Responsibilities**

1. A CAISA advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24 hour CAISA hotline. Upon receiving a request for CAISA services through the hotline a call is made to the CAISA advocate on call. Upon receiving the call the CAISA advocate will respond to the request over the phone within 15 minutes.
2. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
3. If the student is within the 6 county area CAISA serves the CAISA advocate can assist with accompaniment to a police station, administrative hearings or court proceedings.

Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.

4. CAISA will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
5. Provide the Institution with brochures and literature on how to contact CAISA in addition to CAISA services and their role as Confidential Advisors to the Institution.
6. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
7. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

#### **Section IV: The Institution's Services and Responsibilities**

Regarding linkage to crisis intervention services for student survivors, the Institution will:

1. Ensure students have knowledge of CAISA hotline number and how to call immediately for assistance. CAISA will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
2. Provide CAISA with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.
3. Provide CAISA with information on campus support services such as counseling and onsite medical services, if applicable.
4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing CAISA to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus

complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

**Section V: Additional Considerations**

Both the Institution and CAISA will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors, and be in a position to make decisions should there be a question about policy, procedure or clarification regarding the roles of CAISA or the Institution.

The liaison for the Institution is:

Name: Libby McVicker  
Title: Program Director of Grants & Compliance  
Phone: 618-393-3491  
Email: [mcvickero@iecc.edu](mailto:mcvickero@iecc.edu)

The Liaison for CAISA is:

Name: Mickie Owens  
Title: CAISA Advocate  
Phone: 618-544-9379  
Email: mickie.caisa@sacis.org

**Agreed:**

CAISA  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Institution  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SEXUAL ASSAULT AND FAMILY EMERGENCIES  
and  
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Sexual Assault and Family Emergencies (herein after called SAFE) a not-for-profit corporation, with primary offices located at 1410 Sunset Drive, Suite G, Vandalia, Illinois 62471 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2020 through July 31, 2021. Said parties respectively do hereby agree as follows:

**Section I: Definitions**

**Survivor:** a student who has experienced sexual violence, dating violence or stalking while enrolled in higher education.

**Confidential Advisor:** a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

**Comprehensive Policy:** a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

**Section II: Description of Services**

All services to survivors, provided by SAFE will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of SAFE (when necessary) and information on protective orders. SAFE will provide this service in a manner that protects the student's privacy and rights under the law. Note: SAFE does not directly provide services for domestic violence; however,

SAFE will refer any survivors of such to the appropriate community-based domestic violence support agency.

### **Section III: SAFE Services and Responsibilities**

8. A SAFE advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24 hour SAFE hotline. Upon receiving a request for SAFE services through the hotline a call is made to the SAFE advocate on call. Upon receiving the call the SAFE advocate will respond to the request over the phone within 15 minutes.
9. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
10. If the student is within the 11 county area SAFE serves the SAFE advocate can assist with accompaniment to a police station, administrative hearings or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
11. SAFE will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
12. Provide the Institution with brochures and literature on how to contact SAFE in addition to SAFE services and their role as Confidential Advisors to the Institution.
13. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
14. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

## **Section IV: The Institution's Services and Responsibilities**

Regarding linkage to crisis intervention services for student survivors, the Institution will:

6. Ensure students have knowledge of SAFE hotline number and how to call immediately for assistance. SAFE will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
7. Provide SAFE with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.
8. Provide SAFE with information on campus support services such as counseling and onsite medical services, if applicable.
9. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing SAFE to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
10. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

## **Section V: Additional Considerations**

Both the Institution and SAFE will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors, and be in a position to make decisions should there be a question about policy, procedure or clarification regarding the roles of SAFE or the Institution.

The liaison for the Institution is:

Name: Libby McVicker  
Title: Program Director of Grants & Compliance  
Phone: 618-393-3491  
Email: [mcvickero@iecc.edu](mailto:mcvickero@iecc.edu)



The Liaison for SAFE is:

Name: Cyndi Addison  
Title: SAFE Advocate  
Phone: 618-244-9330  
Email: [fayetteinter@yahoo.com](mailto:fayetteinter@yahoo.com)

**Agreed:**

SAFE

Institution

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Board Action to Approve Consent Agenda:** Trustee Brenda Culver made a motion to approve the consent agenda as presented. Trustee Brady Waldrop seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken, and the Chair declared the “Ayes” have it and the motion carried.

**AGENDA #7- “Action on Items Removed from Consent Agenda”**- None.

**AGENDA #8- “Policy First Reading (and Possible Approval)”**- None.

**AGENDA #9- “Policy Second Reading”**- None.

**AGENDA #10- “Staff Recommendations for Approval”**- The following staff recommendations were presented for approval.

**#10-A. Semi-Annual Recommendations Closed Session Minutes:** The Board of Trustees, having conducted a semi-annual review of executive session minutes as mandated by Section 2.06 of the Open Meetings Act, the Chancellor presented the following report and recommendations:

A. The following written executive session minutes were reviewed in December 2021 and the decision was made at that time to keep them closed:

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

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in July 2022:

1. February 15, 2022.
2. March 15, 2022.
3. April 19, 2022.

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

1. None.

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

1. August 18, 2020.
2. February 16, 2021.
3. June 15, 2021.
4. July 21, 2021.
5. February 15, 2022
6. March 15, 2022.
7. April 19, 2022.

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

1. August 18, 2020.

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

1. Tuesday, December 14, 2021.
2. Tuesday, January 18, 2022.
3. Tuesday, May 17, 2022.
4. Tuesday, June 21, 2022.

G. It is recommended that the following previously approved closed meeting minutes be open to the public record:

1. February 15, 2022.
2. March 15, 2022.

**Board Action:** Trustee Brady Waldrop made a motion to accept the report on the Semi-Annual Review of Executive Session Minutes as outlined and as recommended. Trustee Roger Browning seconded the motion and on a voice vote, the Chair declared the motion carried.

**#10-B. Appointment of Board Audit Committee:** Board members John Brooks and Jan Ridgely were appointed as members of the Board Audit Committee. The Committee annually meets with the District's independent auditors to review the completed audit. Committee members then report to the Board and the Board takes action on the audit.

**Board Action:** Trustee Brenda Culver made a motion to appoint Board members John Brooks and Jan Ridgely to the audit committee. The motion was seconded by Trustee Roger Browning and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Roger Browning, Jan Ridgely, Barbara Shimer, Brady

Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#10-C. LTC Foundation/IECC Van Lease Agreement:** Chancellor Gower recommended the approval of a lease agreement between Lincoln Trail College Foundation and the District for a 2022 Chevrolet Express G3500 Passenger LS Van.

**Board Action:** Trustee John Brooks made a motion to approve the lease agreement. The motion was seconded by Trustee Brenda Culver and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Roger Browning, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

### **LEASE WITH OPTION TO PURCHASE**

This agreement is entered into on the 20th day of July 2022 between Lincoln Trail College Foundation, Robinson, Illinois, hereinafter referred to as “Lessor” and Illinois Eastern Community Colleges/Lincoln Trail College, Olney, Illinois, hereinafter referred to as “Lessee.”

WITNESSETH:

The parties hereto desire to enter into an Agreement whereby Lessor shall provide to Lessee the following described property:

2022 Chevrolet Express G3500 LS Van VIN #1GAZGNF78N1217150

The consideration to be paid for the lease shall be \$38,796.06 plus 2.50% simple interest to reflect a total lease amount of \$41,236.37, payable as follows:

1. Four payments of \$8,247.00, to be due and payable on the 15th day of January 2023-2026, and one additional payment of \$8,248.37 to be due and payable on the 15<sup>th</sup> day of January 2027.
2. The final payment, due on the 15<sup>th</sup> day of January 2027, shall be adjusted to reflect actual payment activity during the course of this contract. No penalty will be charged for prepayments.
3. Lessee is hereby given the option of purchasing the above-referenced vehicle for an additional One Dollar (\$1.00) to be paid with the final payment.

4. For and during the term of the lease, title to the above-referenced vehicle shall be reflected in the name of the Lessee with the Foundation referenced as Lessor.
5. During the time of the lease, the Lessee takes full responsibility for the following obligations:
  - a. To provide and pay for all necessary expenses to operate the leased vehicle.
  - b. To maintain said vehicle in a state of good repair, subject only to normal wear associated with the operation of same for college purposes, to include all routine and major maintenance of all kinds.
  - c. To maintain proper insurance on said vehicle.

LESSOR:

LINCOLN TRAIL COLLEGE FOUNDATION

BY: \_\_\_\_\_

Rod Harmon, Executive Director

LESSEE:

ILLINOIS EASTERN COMMUNITY COLLEGES/LINCOLN TRAIL COLLEGE

BY: \_\_\_\_\_

Ryan Gower, Chancellor

**Lincoln Trail College Foundation**  
**Illinois Eastern Community College District #529**

Loan Amount   \$ 38,796.06  
Interest Rate       2.5%  
Payments               5  
Payment            \$8,247.00

Period	Payment	Principal	Interest	End. Balance
7/20/2022	\$ -	\$ -	\$ -	\$ 38,796.06
1/15/2023	\$ 8,247.00	\$ 7,771.35	\$ 475.65	\$ 31,024.71
1/15/2024	\$ 8,247.00	\$ 7,471.38	\$ 775.62	\$ 23,553.33
1/15/2025	\$ 8,247.00	\$ 7,656.55	\$ 590.45	\$ 15,896.77
1/15/2026	\$ 8,247.00	\$ 7,849.58	\$ 397.42	\$ 8,047.19
1/15/2027	\$ 8,248.37 *	\$ 8,047.19	\$ 201.18	\$ 0.00
		38,796.06	2,440.31	

\* Final payment adjusted.

2022 Chevrolet Express G3500 Passenger LT Van  
1GAZGNF78N1217150

**AGENDA #11 – “Bid Committee Report”** – CFO Ryan Hawkins reported that the Bid Committee recommends that the bid received for the WVC Main Hall Roof Repair be rejected.

WVC Main Hall Roof Repair

The following bid recommendation is based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends not accepting the bid received from Kieffer Brothers Construction Company.

<b>Wabash Valley College Main Hall Roof Repair</b>	
<b>Company</b>	<b>Bid</b>
Kieffer Brothers Construction Company Mt. Carmel, IL	\$125,344

**Board Action:** Trustee John Brooks made a motion to approve the recommendations of the Bid Committee. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees Absent: None. The motion having received 7 yea votes and 0 nay votes the Chair declared the motion carried.

**AGENDA #12 – “District Finance”** – The following district financial matters were presented:

**#12-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of June 30, 2022.

**#12-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for July 2022, totaling \$1,141,326.86, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Jan Ridgely made a motion to approve payment of district financial obligations for July 2022, in the amounts listed, and payments from the revolving fund for June 2022. Trustee Roger Browning seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #13 – “Executive Session”** – The Board of Trustees went into executive session at 7:47 p.m. and the executive session was adjourned at 8:43 p.m. and returned to regular session. Separate minutes for the closed executive session meeting have been prepared for this meeting.

**AGENDA #14 – “Approval of Executive Session Minutes”**

**AGENDA #15 – “Approval of Personnel Report”** – Andrea McDowell presented the following and the Chancellor recommended approval.

**400.1. Employment of Personnel**

**A. Administrative**

1. Andrew Cougill, District Librarian, DO, effective July 21, 2022.

**B. Faculty**

1. Alexandra Mahrenholz, Agricultural Technology Instructor, WVC, effective August 10, 2022.

**C. Professional, Non-Faculty, Exempt**

1. Alexis Garner, Assistant Director, TRIO Upward Bound, DO, effective September 1, 2022.
2. Jeremy Ellis, Head Softball Coach, FCC, effective August 8, 2022.
3. Aaron Biddle, Interim Head Baseball Coach, WVC, effective July 20, 2022.
4. Amy Tarr, Director of Instructional Services, OCC, effective July 25, 2022.

**D. Professional, Non-Faculty, Non-Exempt**

1. Cameron Ireland, Coordinator of Marketing & Graphic Design, CETL, DO, effective July 25, 2022.
2. Erin Powers, Purchasing Coordinator, DO, effective July 25, 2022.

**E. Classified**

1. Sara Newkirk, Student Services Specialist, DO/WVC, effective July 25, 2022.
2. Rachel Doan, TRIO Upward Bound Counselor, DO/WVC, effective July 25, 2022.
3. Cleo Ziegler, Custodian, LTC, effective July 25, 2022.



**400.2. Notice of Reassignment**

**A. Faculty**

1. Steve Hnetkovsky, Associate Professor Agriculture Production, WVC, to Associate Professor, Chemistry, FCC, effective January 3, 2023.

**400.3. Approval of Proposed Non-College Employment**

<u>Name</u>	<u>Employer</u>	<u>Days per Academic Year</u>
Robert Mason	Southern Illinois University Carbondale, IL	36
Angelia Williams	Good Samaritan Hospital Vincennes, IN	18
Tyler Browning	Wabash CUSD #348 Mount Carmel, IL	108

**400.4. Change of Status Wage Adjustment**

1. Jay Zwilling, Manager of Data Systems, DO, effective August 1, 2022.

**400.5. Special Assignment (Attachment)**

**400.6. Annual Review of FMLA Leave Taken During FY 22**

**1. Personal Illness**

- |            |            |
|------------|------------|
| 1. 2 weeks | 7. 8 weeks |
| 2. 4 weeks | 8. 4 weeks |
| 3. 4 weeks |            |
| 4. 5 weeks |            |
| 5. 2 weeks |            |
| 6. 2 weeks |            |

**400.7. Resignation Ratifications**

**A. Faculty**

1. Cori Stringfellow, Nursing Instructor, OCC, effective August 10, 2022.

**B. Professional, Non-Faculty, Exempt**

1. Robert Fournier, Head Men’s Baseball Coach, WVC, effective July 8, 2022.

**C. Professional, Non-Faculty, Non-Exempt**

1. Cole Carter, Broadcast Services Specialist, WVC, effective August 10, 2022.

**D. Classified**

1. Clarence Burwell, Custodian, WVC, effective June 22, 2022.
2. Raymond Gillette, Custodian, WVC, effective June 30, 2022.

**Board Action to Approve Personnel Report:** Trustee Roger Browning made a motion to approve the Personnel Report as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #16 – “Collective Bargaining”** – None.

**AGENDA #17– “Litigation”** – None.

**AGENDA #18– “Other Items”** – None.

**AGENDA #18 – “Adjournment”** – Trustee Brady Waldrop made a motion to adjourn. Trustee Barbara Shimer seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:52 p.m.

Approved:      Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: August 16, 2022  
RE: 2022 Program Review Report

The IECC Program Review Report contains a detailed review of specific career and technical education programs and academic transfer disciplines based on quality, cost, and need.

During this year's review of programs and services, the District and the colleges reviewed twenty-seven career and technical education programs as well as the academic discipline of English communications. Academic support services review consisted of admissions, registration, and records, and recruitment. The cross-disciplinary curriculum review was English language acquisition.

As a result of the District's program review, programs and services are continually reviewed with a focus on quality, cost, and need. Program review provides an opportunity to update curricula to accommodate changes in the field and identify resource needs as well as assess support services that contribute to academic programs and the achievement of IECC's mission.

Previously, a link to the IECC 2022 Program Review Report was sent to the Board. The report was approved by the Cabinet on August 3, 2022 and is due to the Illinois Community College Board by September 1, 2022.

I ask the Board's approval for submission of this report to the Illinois Community College Board.

RG/am

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: August 16, 2022  
RE: Affiliation Agreements

An affiliation agreement is a formal contract between the educational institution and the facility or business where the student(s) will have the experience. It identifies the responsibilities and liabilities of the various parties covered by the contract. Students engaged in these placements are not paid and the experience is required for completion of the program.

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

- Lakeland Rehabilitation & Health Care Center

IECC wishes to enter into a standard non-clinical affiliation agreement with the following organization:

- Lawrence Crawford Association for Exceptional Citizens

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

RG/sc

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter

referred to as DISTRICT #529) and \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as AGENCY): of \_\_\_\_\_ (city)

(state)

\_\_\_\_\_.

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the students and IECC Faculty of DISTRICT #529 for the desired purpose,

NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and performed by the parties hereto, the parties do herewith agree as follows:

1. The AGENCY agrees to make its facilities available in all areas of patient care which are appropriate for educational experiences for observation and participation by the students and IECC Faculty and/or staff of the DISTRICT #529, subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the designated employee(s) on behalf of DISTRICT #529 and the Administrator, and the

Director of Nursing Service or Department Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical laboratory experience and will be available to the students.

The specific assignment of learning experiences to specific students will be made and arranged by the IECC Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Department Supervisor, or Coordinator on behalf of the AGENCY. IECC Faculty assumes full responsibility and supervision of the students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the IECC Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of patient care and safeguard of patients assigned to students. The AGENCY professional personnel will retain full and final decisions for patient care assigned to students.

5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529 and will comply with the policies of the health AGENCY.

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

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental

status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

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

6. The IECC Faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new IECC Faculty member of DISTRICT #529 participating in the program will arrange with the appropriate department director or supervisor, on behalf of the AGENCY, for an orientation prior to the assignment of the new IECC Faculty member to any clinical area.

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

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the department director, supervisor, or Director of Nursing Service on behalf of the AGENCY, and by the IECC Faculty, Department Head, and/or Associate Dean, on behalf of DISTRICT #529.

9. The students and IECC Faculty will respect the confidential nature of all

information which may come to them with regard to patients and AGENCY records.

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

11. IECC Faculty and students shall be covered by occurrence type professional liability insurance in the amount of one million (\$1,000,000) per occurrence and five million (\$5,000,000) annual aggregate prior to any assignment for practice at the AGENCY.

12. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of IECC Faculty and students.

13. This agreement will remain in effect until July 1, 2024 at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.



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

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

Signature: \_\_\_\_\_  
Chair, IECC Board of Trustees

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

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

Title: \_\_\_\_\_

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

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon requests.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College

NON-CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs

(hereinafter referred to as DISTRICT #529) and \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as AGENCY): of \_\_\_\_\_

(city)

(state)

\_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, DISTRICT #529 desires to make use of the AGENCY'S facilities for Internships by students of the DISTRICT, and

WHEREAS, the AGENCY has agreed to make its facilities available to the 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 for 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 designated employee(s) on behalf of DISTRICT #529 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. DISTRICT #529 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 DISTRICT #529 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 DISTRICT #529 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 DISTRICT #529 Program Coordinator who will remove the student(s) from the internship.

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

5. If a physical exam or TB test is required, these will be scheduled at the expense of the student.

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, DISTRICT #529 Program Coordinator and student(s). Compensation is not a requirement. Neither DISTRICT #529 or 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 DISTRICT #529 prior to any assignment at the AGENCY.

8. This agreement will remain in effect until July 1, 2024 at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 degree and certificate 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 the \_\_\_\_\_ day of \_\_\_\_\_

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
Chair, IECC Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

**Agenda Item #8**

**Action on Items Removed from Consent Agenda**

**Agenda Item #9**

**Policy First Reading (and Possible Approval)**

**A. Policy 400.30 Prohibited Consensual Relationships**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: August 16, 2022

RE: Prohibited Consensual Relationships (400.30)

IECC is committed to maintaining an academic community free from conflicts of interest, favoritism, and exploitation. This policy addresses romantic relationships and/or sexual interactions that, although consensual, are prohibited due to actual or perceived conflicts of interest and the possibility for exploitation or favoritism.

I recommend the Board waive the second reading and approve policy 400.30

RG/sc

Attachment



## HUMAN RESOURCES – 400

### **Prohibited Consensual Relationships (400.30)**

Date Adopted: August 16, 2022 (Pending Board Approval)

IECC is committed to maintaining an academic community free from conflicts of interest, favoritism, and exploitation. This policy addresses romantic relationships and/or sexual interactions that, although consensual, are prohibited due to actual or perceived conflicts of interest and the possibility for exploitation or favoritism.

This policy applies to all IECC administrators, faculty, volunteers, staff, and students and is applicable regardless of the sex/gender of the individual with managerial, supervisory, teaching, evaluation, coaching or advisory authority, and/or the sex/gender of the individual who is managed, supervised, taught, coached, advised, or evaluated in any way. This policy is also applicable to research project participants.

Procedures will, at a minimum, define prohibited consensual relationships; provide limited mitigation instances/options; identify mandated reporters; address alleged violations; and a retaliation statement.

**Agenda Item #10**

**Policy Second Reading**

**Agenda Item #11**

**Staff Recommendations for Approval**

**Agenda Item #11A**

**Final Budget FY 2023**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: August 16, 2022

RE: Fiscal Year 2023 Budget

The Fiscal Year 2023 Budget for Illinois Eastern Community College District No. 529 was mailed to each Board member under separate cover. The preliminary budget was provided and approved by the Board of Trustees at its June 21 regular meeting and was held on public display through August 16.

The budget includes all sources of funds and anticipated expenditures for the '22-'23 fiscal year. Revenues of the District come from the following sources:

Local, including property taxes	23.4%
State Grants, restricted and unrestricted	24.9%
Federal Grants	18.6%
Tuition & Fees	20.9%
Sales & Services and Other Sources	12.2%

The overall expenditures of the District are from the following objects:

Salaries	31.1%
Employee Benefits	6.1%
Contractual Services	8.0%
Supplies	6.3%
Travel	1.2%
Fixed Charges, including bond payments	4.6%
Utilities	1.8%
Capital Outlay	23.2%
Other	1.4%
Student Grants & Waivers	16.3%

The budget has a focus on the Operating Funds of the District (Education and Operations & Maintenance Fund). For Fiscal Year 2023, the Operating expenditures of the budget compared to Fiscal Year 2022 are as follows:

	<u>FY23</u>	<u>FY22</u>
Education Fund	\$30,984,634	\$30,240,879
Operations & Maintenance Fund	<u>\$ 4,096,490</u>	<u>\$ 4,065,771</u>
Total Operating Funds	\$35,081,124	\$34,306,650

The District has complied with all the notice and budget hearing requirements for the Fiscal Year 2023 Budget. I ask that the Board approve the Fiscal Year 2023 Budget for Illinois Eastern Community Colleges as presented.

RG/akb

**Agenda Item #11B**

**Cybersecurity Managed Detection and Response System**

**MEMORANDUM**

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: August 16, 2022  
RE: Cybersecurity Managed Detection and Response System

Cybercrime and ransomware attacks are growing threats with the education/research sector sustaining the most attacks in 2021. According to Forbes magazine, the average cost for a college to recover from a cyber breach is \$2.7 million. For this reason, cyber security insurance premiums and coverage requirements have increased dramatically.

To combat cyber threats and comply with insurance coverage requirements, I recommend purchasing Artic Wolf's cybersecurity managed detection and response (MDR) system from Keller Schroeder. The MDR system will provide 24x7x365 cybersecurity monitoring with the ability to proactively quarantine suspected malicious activity.

Alex Cline and the IT team evaluated several MDR systems and chose Arctic Wolf for their holistic approach to security. Many MDR vendors focus primarily on end-point devices (computers, laptops, ipads) whereas the Artic Wolf system will ingest logs and monitor many systems (network firewalls, servers, O365, computers, etc). Network scanners will also be installed to monitor for and prevent suspicious network traffic. The proposal also includes two named security analysts who will meet monthly with the IT team. The analysts will share findings and give recommendations for improving security. The Artic Wolf system and their analysts will augment the IECC technology team to provide higher level of cyber security for the district.

I am confident this partnership will provide the district a greater level of cybersecurity protection and help us comply with cybersecurity insurance requirements.

I ask the board's approval of the Arctic Wolf MDR proposal \$107,378.00.

RG/ac



**Agenda Item #12**

**Bid Committee Report**

**None.**

**Agenda Item #13**

**District Finance**

**A. Financial Report**

**B. Approval of Financial Obligations**

<b>ILLINOIS EASTERN COMMUNITY COLLEGES</b>	
<b>DISTRICT #529</b>	
<b>TREASURER'S REPORT</b>	
<b>July 31, 2022</b>	
<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$ 11,971,800.58</b>
<b>Operations &amp; Maintenance</b>	<b>2,180,038.72</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>557,867.03</b>
<b>Bond &amp; Interest</b>	<b>502,455.54</b>
<b>Auxiliary</b>	<b>325,696.05</b>
<b>Restricted Purposes</b>	<b>(1,223,798.07)</b>
<b>Working Cash</b>	<b>921,960.82</b>
<b>Trust &amp; Agency</b>	<b>588,823.99</b>
<b>Audit</b>	<b>19,233.90</b>
<b>Liability, Protection &amp; Settlement</b>	<b>712,455.69</b>
<b>TOTAL ALL FUNDS</b>	<b><u>\$ 16,556,534.25</u></b>
<b>Respectfully submitted,</b>	
<b>Ryan Hawkins, Treasurer</b>	

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
July 31, 2022

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>ASSETS</b>						
Cash	\$ 11,987,101	\$ 2,180,039	\$ 557,867	\$ 502,456	\$ 346,196	\$ (1,223,798)
Investments	5,005,187	1,505,509	-	-	5,343,776	-
Accounts Receivable	1,839,849	314,403	-	-	413,312	-
Other Receivables	916,670	-	3,961	-	-	255,878
Restricted Cash	-	-	3,915,649	-	-	-
Inventory	-	-	-	-	657,502	-
Other Assets	-	-	-	-	-	445,607
Due From Other Funds	-	-	-	-	-	-
<b>Total Assets</b>	<b>\$ 19,748,807</b>	<b>\$ 3,999,951</b>	<b>\$ 4,477,477</b>	<b>\$ 502,456</b>	<b>\$ 6,760,786</b>	<b>\$ (522,313)</b>
<b>LIABILITIES</b>						
Accounts Payable	\$ (2,815)	\$ 24,140	\$ 271,114	\$ -	\$ (5,799)	\$ 2,249
Accrued Payroll Liabilities	(43,640)	-	-	-	-	-
Other Accrued Liabilities	3,651,865	368,445	32,998	-	102,664	30
Due to Other Funds	-	-	-	-	-	-
<b>Total Liabilities</b>	<b>3,605,410</b>	<b>392,585</b>	<b>304,112</b>	<b>-</b>	<b>96,865</b>	<b>2,279</b>
<b>FUND BALANCES</b>						
Non-Spendable	-	-	-	-	657,502	-
Restricted						
Board Designated	11,119,304	1,060,864	-	-	-	-
Other Purposes	-	2,546,502	4,173,365	502,456	-	-
Unassigned	5,024,093	-	-	-	6,006,419	(524,592)
<b>Total Fund Balances</b>	<b>16,143,397</b>	<b>3,607,366</b>	<b>4,173,365</b>	<b>502,456</b>	<b>6,663,921</b>	<b>(524,592)</b>

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
July 31, 2022

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>ASSETS</b>					
Cash	\$ 921,961	\$ 588,824	\$ 19,234	\$ 712,456	\$ 16,592,336
Investments	5,406,741	-	-	-	17,261,213
Accounts Receivable	-	-	-	-	2,567,564
Other Receivables	5,029	27,287	-	-	1,208,825
Restricted Cash	-	-	-	-	3,915,649
Inventory	-	-	-	-	657,502
Other Assets	-	-	-	-	445,607
Due From Other Funds	-	-	-	-	-
<b>Total Assets</b>	<b>\$ 6,333,731</b>	<b>\$ 616,111</b>	<b>\$ 19,234</b>	<b>\$ 712,456</b>	<b>\$ 42,648,696</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 288,889
Accrued Payroll Liabilities	-	-	-	-	(43,640)
Other Accrued Liabilities	-	135	-	-	4,156,137
Due to Other Funds	-	-	-	-	-
<b>Total Liabilities</b>	<b>-</b>	<b>135</b>	<b>-</b>	<b>-</b>	<b>4,401,386</b>
<b>FUND BALANCES</b>					
Non-Spendable	6,325,000	-	-	-	6,982,502
Restricted					-
Board Designated	-	-	-	-	12,180,168
Other Purposes	8,730	-	19,234	712,456	7,962,743
Unassigned	-	615,976	-	-	11,121,896
<b>Total Fund Balances</b>	<b>6,333,730</b>	<b>615,976</b>	<b>19,234</b>	<b>712,456</b>	<b>38,247,309</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 6,333,730</b>	<b>\$ 616,111</b>	<b>\$ 19,234</b>	<b>\$ 712,456</b>	<b>\$ 42,648,695</b>

<b>ILLINOIS EASTERN COMMUNITY COLLEGES</b>			
<b>Comparative Combined Balance Sheets - All Funds</b>			
<b>July 31, 2022</b>			
<b>ALL FUNDS</b>			
		<b>Fiscal</b>	<b>Fiscal</b>
		<b>Year</b>	<b>Year</b>
		<b>2023</b>	<b>2022</b>
<b>ASSETS:</b>			
CASH		\$ 16,556,534	\$ 18,322,816
IMPREST FUND		21,300	21,300
CHECK CLEARING		14,500	14,500
CDB PROJECT TRUST		3,915,648	4,012,365
INVESTMENTS		17,261,212	12,220,729
RECEIVABLES		3,767,399	3,743,454
ACCRUED REVENUE		8,990	-
INVENTORY		657,502	587,885
OTHER ASSETS		445,607	475,500
FIXED ASSETS (Net of Depr)		17,741,325	17,753,692
<b>TOTAL ASSETS AND OTHER DEBITS:</b>		<b>\$ 60,390,017</b>	<b>\$ 57,152,241</b>
<b>LIABILITIES:</b>			
PAYROLL DEDUCTIONS PAYABLE		\$ -	\$ (1,623)
ACCOUNTS PAYABLE		347,079	64,840
DEFERRED REVENUE		3,655,177	48,369
L-T DEBT GROUP (FUND 9)		6,152,119	7,676,062
OPEB (Prior Year Restated for GASB 75 Implementation)		15,176,595	15,855,669
OTHER LIABILITIES		399,130	394,901
<b>TOTAL LIABILITIES:</b>		<b>25,730,100</b>	<b>24,038,218</b>
<b>FUND BALANCES:</b>			
FUND BALANCE		20,532,514	21,986,400
INVESTMENT IN PLANT (Net of Depr)		17,741,325	17,753,692
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(21,328,714)	(23,531,731)
RESERVE FOR ENCUMBRANCES		17,714,792	16,905,662
<b>TOTAL EQUITY AND OTHER CREDITS</b>		<b>34,659,917</b>	<b>33,114,023</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>		<b>\$ 60,390,017</b>	<b>\$ 57,152,241</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**Operating Funds Expense Report**

**July 31, 2022**

	FY 2022		FY 2021		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 592,467	47.03%	\$ 471,152	21.53%	\$ 121,315	25.749%
Employee Benefits	121,222	9.62%	109,422	5.00%	11,800	10.784%
Contractual Services	58,644	4.66%	82,674	3.78%	(24,030)	-29.066%
Materials	190,143	15.09%	186,800	8.54%	3,343	1.790%
Travel & Staff Development	1,417	0.11%	761	0.03%	656	86.202%
Fixed Charges	3,641	0.29%	14,710	0.67%	(11,069)	-75.248%
Utilities	26,443	2.10%	45,858	2.10%	(19,415)	-42.337%
Capital Outlay	-	0.00%	-	0.00%	-	#DIV/0!
Other	265,746	21.10%	1,276,541	58.35%	(1,010,795)	-79.182%
	<u>\$ 1,259,723</u>	<u>100.00%</u>	<u>\$ 2,187,918</u>	<u>100.00%</u>	<u>\$ (928,195)</u>	<u>-42.424%</u>

**Locally Funded, CDB, & PHS Projects  
Projects Schedule**

	Funding Source	Estimated Budget									
Student Center - WVC	CDB	\$4,029,400	=====								
Temp Building Replacement - LTC	CDB	\$1,495,500	=====								
Center for Technology - LTC	CDB	\$11,160,000	=====								
Applied Arts Building Roof - WVC	CDB	\$295,000	=====								
Applied Technology Center - OCC	CDB	\$3,076,400	=====								
Power Hub - WVC	CDB	\$300,000	=====								
Parking Lot Resurfacing	CDB	\$918,392	=====								
LTC - Performing Arts Building	Local	\$853,800	=====								
DW - HVAC Replacements	PHS	\$1,786,230	=====								
WVC - Pool Infill	PHS	\$285,500	=====								
LTC - Crawford County Recreational Center	Local	\$4,700,000	=====								
<b>GRAND TOTAL</b>		<b>\$28,900,222</b>		<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>



**Agenda Item #14**

**Executive Session**

**Agenda Item #15**

**Approval of Executive Session Minutes**

**A. Written Executive Session Minutes**

**B. Audio Executive Session Minutes**

**Agenda Item #16**

**Approval of Personnel Report**

# MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Ryan Gower  
**DATE:** August 16, 2022  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the August Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.4, 400.5, 400.8, and 400.9 have been sent under separate cover.

# INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Temporary Contract**
- 400.4. Special Assignment**
- 400.5. Approval of Proposed Non-College Employment**
- 400.6. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty**
- 400.7. FY 23 Administration and Staff Salaries**
- 400.8. Honorable Dismissals**
- 400.9. Resignation Ratifications**

# PERSONNEL REPORT

## 400.1. Employment of Personnel

### A. Faculty

1. Tracy Smith, Nursing Instructor, OCC/WVC, effective August 29, 2022.

### B. Professional, Non-Faculty, Exempt

1. Brent Maguire, Program Director, Emergency Preparedness, FCC, effective August 22, 2022.

### C. Professional, Non-Faculty, Non-Exempt

1. Erica Arnold, Coordinator of Financial Aid, LTC, effective August 22, 2022.
2. Dana Goodwin, Advisor, LTC, effective August 22, 2022.

### D. Classified

1. Shane Meeks, Maintenance/Custodian, OCC, effective August 22, 2022.
2. Morgan McCoy, Office Assistant, FCC, effective August 23, 2022.
3. Brianna Simpson, Office Assistant, Adult Ed, FCC, effective August 22, 2022.
4. Eli Grimes, Broadcast Services Specialist, WVC, effective August 22, 2022.

## 400.2. Change in Status

### A. Professional, Non-Faculty, Non-Exempt

1. Jonathan Leach, Retention Coordinator, WVC, to Coordinator of Public Information & Marketing, WVC, effective August 22, 2022.

### B. Classified

1. Chelsea Dulaney, Student Services Specialist, DO/FCC, to Office Assistant, FCC, effective August 22, 2022.

**400.3. Temporary Contract**

**A. Faculty**

1. Jackson Hemrich, Welding Instructor, LTC, effective August 22, 2022.

**400.4. Special Assignment (Attachment)**

**400.5. Approval of Proposed Non-College Employment**

<u>Name</u>	<u>Employer</u>	<u>Days per Academic Year</u>
Megan Bunnage	St. Vincent Women's & Children's Hospital Evansville, IN	52

**400.6. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty**

**400.7. FY 23 Administration and Staff Salaries**

**400.8. Honorable Dismissals**

1. Tyler Akers, Covid Site Facilitator, DO, effective July 22, 2022.
2. Tyler Beehn, Covid Site Facilitator, DO, effective July 22, 2022.
3. Wanda Jones, Covid Site Facilitator, DO, effective July 22, 2022.

**400.9. Resignation Ratifications**

**A. Faculty**

1. Jasmyne Lewis, Nursing Instructor, OCC/WVC, effective August 11, 2022.

**B. Professional, Non-Faculty, Exempt**

1. Leslie Boles, Director of Paramedicine, FCC, effective July 18, 2022.
2. Carol Dreith, Project Director, Title III, FCC, effective August 25, 2022.

**C. Classified**

1. Ashley Gonzalez, Office Assistant, FCC, effective August 12, 2022.
2. Julie Auteberry, TRIO Upward Bound Counselor, DO, effective August 26, 2022.
3. Dakota Hulett, Groundskeeper, OCC, effective August 19, 2022.



**Agenda Item #17**

**Collective Bargaining**

**Agenda Item #18**

**Litigation**

**Agenda Item #19**

**Other Items**

**Agenda Item #20**

**Adjournment**