

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

September 15, 2020



Location:

<https://zoom.us/j/91811519392>

Meeting ID: 918 1151 9392
Call in number: 1 312 626 6799

**Wabash Valley College
2200 College Drive
Mt. Carmel, IL 62863**

**Dinner – 6:00 p.m. – David L. Hart Building
Meeting – 7:00 p.m. – David L. Hart Building**

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**

September 15, 2020

7:00 p.m.

Wabash Valley College

David L. Hart Building

1. Call to Order & Roll CallChairman Fischer
2. Disposition of Minutes Chancellor Gower
3. Conduct a public hearing for the issuance of funding bonds for the purpose of paying claims against the District.....Chairman Fischer
4. Budget Hearing.....Chairman Fischer
5. Recognition of Visitors and GuestsGower
 - A. Visitors and Guests
 - B. IECEA Representative
6. Public Comment
7. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
 - D. Chancellor’s Report
8. Policy First Reading (and Possible Approval)Gower
 - A. Policy 500.30 Withdrawal Policy
9. Policy Second Reading.....Gower
 - A. None
10. Staff Recommendations for Approval
 - A. 2020 IECC Fact Book.....Gower
 - B. Grading Section in IECC Catalog.....Gower
 - C. IECC Return to Play PlanGower
 - D. FY2021 Budget..... Hawkins
 - E. Health & Dental Insurance..... Hawkins
 - F. Health Savings Accounts, Calendar Year 2021 Hawkins

- G. Resolution declaring the intention to issue funding bonds for the purpose of paying claims against the District..... Hawkins
- H. Affiliation AgreementsGower
 - Richland Nursing and Rehab- OCC Nursing
 - Hamilton Memorial Rehab and Health- OCC Nursing
 - Edwards County Ambulance Service- FCC Emergency Response Training
 - SIUE Pathology Program- IECC
- I. Wabash Valley College Cafeteria LeaseGower

- 11. Bid Committee Report.....Gower
 - LTC Performing Arts Building
- 12. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
- 13. Executive SessionGower
- 14. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes.....Gower
 - B. Audio Executive Session MinutesGower
- 15. Approval of Personnel ReportGower
- 16. Collective Bargaining.....Gower
 - A. Memorandum of Agreement with IEA/NEA Academic Year 2020-2021 Office Hours
- 17. LitigationGower
- 18. Other Items
- 19. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, August 18, 2020.

AGENDA #1 – “Call to Order & Roll Call” – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed Board Secretary, Renee Smith, 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, Brenda K. Culver, G. Andrew Fischer, Alan Henager (by electronic means), Jan Ridgely, Barbara Shimer. Also present was Sutton Dunn, student trustee (by electronic means). Trustees absent: Gary Carter. 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 (by electronic means).

Rodney Ranes, President of Olney Central College.

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Dana Hart, Interim Director of Human Resources.

Andrea McDowell, Director of Human Resources.

Michael Thomas, Dean of Workforce Education (by electronic means).

Renee Smith, Board Secretary (by electronic means).

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, July 21, 2020 were presented for disposition.

Board Action to Approve Minutes: Trustee Brenda Culver made a motion to approve minutes of the foregoing meeting as prepared. 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 and the Chair declared the “Ayes” have it and the motion carried.

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

#3-A. Visitors & Guests: Visitors and guests present were recognized, including several college staff members.

#3-B. IECEA Representative: Faculty Union President Rob Mason informed the Board that faculty are working diligently to prepare for the challenges the COVID 19 pandemic pose for the Fall Semester 2020.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Presidents: Written and electronic reports were presented from each of the colleges.

#5-C. Report from Cabinet: None.

AGENDA #6 – “Policy First Readings (and Possible Approval)” –

#6-A. Policy 100.31 Preventing Sexual Misconduct: Ryan Gower presented a replacement for Policy 100.31 Preventing Sexual Misconduct. The proposed policy will ensure the District is compliant with new Department of Education requirements with the intent of protecting the rights for both those reporting and those accused of sexual misconduct. The Chancellor recommended that the second reading be waived and that the following replacement policy be approved:

BOARD OF TRUSTEES – 100

Preventing Sexual Misconduct Policy (100.31)

Date Adopted: July 19, 2016

Revised: October 18, 2016

Revised: January 17, 2017

Revised and combined with Policies 100.17 & 100.29: July 18, 2017

Revised: December 12, 2017

~~The Board of Trustees of Illinois Eastern Community Colleges District #529 is committed to preventing and responding to incidents of sex-based harassment, including sexual harassment, sexual assault, sexual exploitation, domestic violence, dating violence, sexual violence, or stalking. The Board adopts the following standards of conduct for all members of the Illinois Eastern Community Colleges community, including employees, students, contractors, and visitors.~~

~~The Board is committed to the principle that all interpersonal relationships and interactions—especially those of an intimate nature—be grounded in mutual respect, open communication, and clear consent. The District prohibits any and all forms of Sexual Misconduct including sexual harassment, sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence, and stalking. Prohibited conduct under this Policy also includes attempting or aiding in the commission of Sexual Misconduct or retaliating against another for exercising his/her rights under this Policy.~~

~~The Board recognizes that victims and offenders can be any gender and expects members of the campus community to help maintain a safe environment. The Board encourages anyone who has been subjected to Sexual Misconduct seek appropriate help and report the incident promptly to the police and/or designated officials pursuant to this Policy.~~

~~The District is committed to educating students, staff, and faculty about its policies and procedures against Sexual Misconduct. As a general matter, the Board, through its Chief Executive Officer, will take prompt action to investigate reports of Sexual Misconduct and, where appropriate, to impose sanctions. The applicable procedures will depend on whether the alleged offender is a student, faculty, or staff member~~

~~This policy applies to students, employees, contractors, or third parties whenever the misconduct occurs:~~

~~A. On College property; or~~

~~B. Off College property if;~~

~~1. The conduct was in connection with a College or College-recognized program or activity;~~

~~—or~~

~~2. Otherwise has a connection to the College.~~

Definitions

~~A. Consent: Consent is knowing, voluntary and clear affirmative permission by word or action, to engage in mutually agreed-upon sexual activity. Consent may not be inferred from silence, passivity, or a lack of active verbal or physical resistance. Past consent to sexual activities, or a current or previous dating relationship, does not imply ongoing or future consent. Submission resulting from a use of force does not constitute consent. Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A person can withdraw consent at any time. A person may be incapable of giving consent due to the person's age, use of drugs or alcohol, being asleep or unconscious, or because an intellectual or other disability prevents the person from having the capacity to give consent. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred.~~

~~B. Dating Violence: The term dating violence means violence committed by a person 1) who is or has been in a social relationship of a romantic or intimate nature with the victim, and 2) where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.~~

~~C. Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Illinois, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Illinois.~~

~~D. Incapacitated or Incapacitation: An individual who is incapacitated is unable to give consent. States of incapacitation include sleep, unconsciousness, intermittent consciousness, or any other state where the individual is unaware that sexual contact is occurring. Incapacitation may also exist because of a mental or developmental disability that impairs the ability to consent to sexual contact~~

Alcohol or drug use is one of the prime causes of incapacitation. Where alcohol or drug use is involved, incapacitation is a state beyond intoxication, impairment in judgment, or “drunkenness.” Because the impact of alcohol or other drugs varies from person to person, evaluating whether an individual is incapacitated, and therefore unable to give consent, requires an assessment of whether the consumption of alcohol or other drugs has rendered the individual physically helpless or substantially incapable of:

- Making decisions about the potential consequences of sexual contact;
- Appraising the nature of one’s own conduct;
- Communicating consent to sexual contact; or
- Communicating unwillingness to engage in sexual contact.

Where an individual’s level of impairment does not rise to incapacitation, it is still necessary to evaluate the impact of intoxication on consent. In evaluating whether consent was sought or given, the following factors may be relevant:

- Intoxication may impact one’s ability to give consent and may lead to incapacitation (the inability to give consent).
- A person’s level of intoxication is not always demonstrated by objective signs; however, some signs of intoxication may include difficulty walking, poor judgment, difficulty communicating, slurred speech, or vomiting.
- An individual’s level of intoxication may change over a period of time based on a variety of subjective factors, including the amount of substance intake, speed of intake, body mass, and metabolism.

No matter the level of an individual’s intoxication, if that individual has not affirmatively agreed to engage in sexual contact, there is no consent.

Anyone engaging in sexual contact must be aware of both their own and the other person’s level of intoxication and capacity to give consent. The use of alcohol or other drugs can lower inhibitions and create an atmosphere of confusion about whether consent is effectively sought and freely given. If there is any doubt as to the level or extent of one’s own or the other individual’s intoxication or incapacitation, the safest course of action is to forgo or cease any sexual contact. An individual’s intoxication is never an excuse for or a defense to committing sexual assault and it does not diminish one’s responsibility to obtain consent.

- E. Retaliation: Any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting or filing a complaint alleging sexual discrimination, harassment or misconduct or any person cooperating in the investigation of such allegations (including testifying, assisting or participating in any manner in an investigation) is strictly prohibited. Action is generally deemed adverse if it would deter a reasonable person in the same circumstances from opposing practices prohibited by IECC’s Policy. Retaliation may result in disciplinary or other action independent of the sanctions or interim measures imposed in response to the allegations of Sexual Misconduct.

~~F. Sexual Assault: Any nonconsensual sexual act proscribed by Federal or State law including when the victim lacks capacity to consent, including both sexual intercourse without consent and sexual contact without consent.~~

~~Sexual Intercourse without Consent means having or attempting to have sexual intercourse with another individual without consent as defined below. Sexual intercourse means vaginal or anal penetration, however slight, with any body part or object, or oral penetration involving mouth to genital contact.~~

~~Sexual Contact without Consent means having sexual contact with another individual without Affirmative Consent, as defined below. Sexual contact means the touching of the person's breasts, anal, groin or genital areas, or other intimate body parts for the purpose of sexual gratification.~~

~~G. Sexual Exploitation: Occurs when a person takes non-consensual or abusive sexual advantage of another for anyone's advantage or benefit other than the person being exploited, and that behavior does not meet the definition of sexual assault. Sexual exploitation includes prostituting another person, non-consensual visual or audio recording of sexual activity, non-consensual distribution of photos or other images of an individual's sexual activity or intimate body parts with an intent to embarrass such individual non-consensual voyeurism, knowingly transmitting HIV or a sexually transmitted disease to another, or exposing one's genitals to another in non-consensual circumstances.~~

~~H. Sexual Harassment: Sexual harassment means any unwelcome conduct of a sexual nature that is sufficiently persistent or offensive to unreasonably interfere with an employee's job performance, a student's educational performance, and/or creates an intimidating, hostile or offensive working or educational environment. Sexual harassment is defined by the Equal Employment Opportunity Commission Guidelines as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational development; (2) submission to or rejection of such conduct by an individual is used as a basis for employment or education decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment~~

~~Under Title VII of the Civil Rights Act of 1964, there are two types of sexual harassment: (1) quid pro quo and (2) hostile work or learning environment. Sexual harassment can be physical or psychological in nature. A combination of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing.~~

~~Examples of Sexual Harassment~~

~~Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:~~

- ~~• Physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee or student's body or poking another employee or student's body.~~

- ~~Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience.~~
- ~~Preferential treatment or promises of preferential treatment to an employee or student for submitting to sexual conduct, including soliciting or attempting to solicit an employee or student to engage in sexual activity for compensation or reward.~~
- ~~Subjecting, or threats of subjecting, an employee or student to unwelcome sexual attention or conduct or intentionally making the employee's job performance or student's educational performance more difficult because of that employee or student's sex.~~

~~Sexual harassment also includes, but is not limited to, occurrences where a student, District employee or representative, either explicitly or implicitly, treats submission to or rejection of sexual conduct as a condition for determining:~~

- ~~(1) whether a student will be admitted to a college, or a person will be employed by the District;~~
- ~~(2) the educational or work performance required or expected;~~
- ~~(3) the attendance or assignment requirements applicable to a student or employee;~~
- ~~(4) to what courses, fields of study or programs, including honors, a student will be admitted;~~
- ~~(5) what placement or course proficiency requirements are applicable to a student and professional advancement opportunities are available to an employee;~~
- ~~(6) the quality of instruction a student will receive;~~
- ~~(7) what tuition or fee requirements are applicable to a student;~~
- ~~(8) what scholarship opportunities are available to the student;~~
- ~~(9) what extracurricular teams a student will be a member of or in what extracurricular competitions a student may participate;~~
- ~~(10) any grade a student will receive in any examination or in any course or program of instruction in which a student is enrolled;~~
- ~~(11) any performance evaluation, promotion or other employment benefit an employee may receive;~~
- ~~(12) the progress of the student toward successful completion of or graduation from any course or program of instruction in which the student is enrolled; or,~~
- ~~(13) what degree, if any, the student will receive.~~

- I. ~~Sexual Misconduct: Includes sexual harassment, sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence, and stalking.~~
- J. ~~Sexual Violence: Physical sexual acts perpetuated against a person's will or where a person is incapable of giving consent (e.g. due to the person's age, use of drugs or alcohol, or because an intellectual or other disability prevents the person from having the capacity to give consent). Sexual violence includes, but is not limited to, rape, sexual assault, sexual battery, sexual abuse and sexual coercion.~~
- K. ~~Stalking: Engaging in a course of conduct directed at a specific person that involves repeated (two or more occasions) visual or physical proximity, nonconsensual communication, or verbal, written, or implied threats, or a combination thereof, that would cause a reasonable person to: 1) fear for his or her safety or the safety of others; or 2) suffer substantial emotional distress.~~
- L. ~~Threat: Any oral or written expression or gesture that could be interpreted by a reasonable person as conveying intent to cause harm to persons or property.~~

Title IX Coordinator

- A. ~~The Title IX Coordinator for Illinois Eastern Community Colleges is:~~

~~Luke Harl, Program Director Grants & Compliance~~

~~Address: 320 East North Avenue Noble, IL 62868~~

~~Telephone: 618-393-7508~~

~~Email: harll@iecc.edu~~

- ~~Responsibilities of the Title IX Coordinator include:~~

- ~~• Overseeing IECC's response to all Title IX reports and complaints and identifying and addressing any patterns or systemic problems revealed by such reports and complaints.~~
- ~~• A Title IX complaint includes complaints alleging any form of Sexual Misconduct as defined by this Policy which involve employees, students, contractors, and visitors.~~
- ~~• Being informed of all reports and complaints raising Title IX issues, including those initially filed with another individual or office or if the investigation will be conducted by another individual or office.~~
- ~~• Ensuring that adequate training is provided to students, faculty and staff on Title IX issues.~~
- ~~• Coordinating Title IX investigations, involving employees and students, including overseeing the investigation of facts relative to a complaint and recommending appropriate sanctions against the perpetrator and remedies for the complaint.~~
- ~~• Ensuring appropriate interim measures for a student victim and/or complainant upon learning of a report or complaint of Sexual Misconduct.~~
- ~~• Ensuring that appropriate policies and procedures are in place for working with law enforcement and coordinating services with local victim advocacy organizations and services providers, including rape crisis centers.~~

- Promoting an educational and employment environment which is free of sexual discrimination, harassment and gender bias.

B. Deputy Title IX Coordinators:

There is a Deputy Title IX Coordinator at each IECC campus. Their contact information is outlined below:

<u>Frontier Comm. College</u>	<u>Lincoln Trail College</u>	<u>Olney Central College</u>	<u>Wabash Valley College</u>
Jan Wiles	Julie Higginbotham	Andi Pampe	Steve Patberg
Assistant Dean of Student Services	Assistant Dean of Student Services	Assistant Dean of Student Services	Assistant Dean of Student Services
2 Frontier Drive Fairfield, IL 62837 618-847-9133 or 877-464-3687 wilesj@iecc.edu	11220 State Highway 1 Robinson, IL 62454 618-546-2252 or 866-582-4322 higginbothamj@iecc.edu	305 North West Street Olney, IL 62450 618-393-3305 or 866-622-4322 pampea@iecc.edu	2200 College Drive, Mt. Carmel, IL 62863 618-263-5535 or 866-982-4322 patbergs@iecc.edu

Responsibilities of the Deputy Title IX Coordinators include:

- Working in conjunction with the Title IX Coordinator to ensure compliance for matters involving students, including assistance with coordination of training, education, communications, and administration of complaint procedures for complaints against students.

C. Sexual Misconduct Investigators:

There are two trained Sexual Misconduct Investigators at each IECC campus, Workforce Education, and at the District Office. The investigators are individual's designated by the Chief Executive Officer to investigate any and all reports of Sexual Misconduct including sexual harassment, sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence, and stalking. See Appendix A for a complete listing of investigators.

Inquiries concerning the application of Title IX may be referred to the Title IX Coordinator or to the United States Department of Education's Office for Civil Rights:

Office for Civil Rights, Chicago Office U.S. Department of Education
500 W. Madison Street, Suite 1475
Chicago, IL 60661-4544
Telephone: (312) 730-1560

Email OCR.Chicago@ed.gov

Website: <http://www.ed.gov/ocr>

Those who feel they have been sexually discriminated against may seek assistance from the Illinois Department of Human Rights. The Department of Human Rights is a state agency which will investigate the charge without cost to the individual. If the Department of Human Rights determines that there is evidence of harassment or discrimination, it will attempt to conciliate the matter or it will file a complaint on behalf of the individual with the Illinois Human Rights Commission. The Human Rights Commission will hear the complaint pursuant to its rules and procedures. The agencies may be contacted at the following addresses:

Illinois Department of Human Rights ————— Illinois Human Rights Commission

James R. Thompson Center ————— James R. Thompson Center

100 W. Randolph Street, 10th Floor ————— 100 W. Randolph, Suite 5-100

Chicago, Illinois 60601 ————— Chicago, Illinois 60601

Telephone (312) 814 6245 ————— Telephone (312) 814 6269

Telephone TTY (866) 740 3953 —————

Illinois Department of Human Rights ————— Illinois Department of Human Rights

222 South College, Room 101 A ————— 2309 West Main Street

Springfield, Illinois 62704 ————— Marion, IL 62959

Telephone (217) 785 5100 ————— Telephone (618) 993 7463

Telephone TTY (866) 740 3953 ————— Telephone TTY (866) 740 3953

Procedure — Addressing Sexual Misconduct

If a report includes allegations of Sexual Misconduct then the process and procedures set forth in this Policy will be followed in the assessment, investigation and resolution of the complaint.

Options for Assistance Following an Incident of Sexual Assault

A. Medical Attention and Evidence Preservation

1. Off-Campus Health Care Options: After an incident of sexual assault, the victim should consider seeking medical attention as soon as possible at the nearest hospital or medical facility. Victims may seek treatment for injuries, preventative treatment for sexually transmitted disease, and other health services by contacting the providers identified on the Notification of Rights and Options.

Preservation of Evidence:

- In Illinois, evidence may be collected even if you chose not to make a report to law enforcement. It is important that a victim of sexual assault not bathe, douche, smoke, change clothing or clean the bed/linen/area where they were assaulted if the offense occurred within the past 96 hours, so that evidence to prove the criminal activity may be

preserved. In circumstances of sexual assault, if victims do not opt for forensic evidence collection, health care providers can still treat injuries and take steps to address concerns of pregnancy and/or sexually transmitted disease.

- Victims of sexual assault, domestic violence, stalking, and dating violence are encouraged to also preserve evidence by saving text messages, instant messages, social networking pages, other communications, and keeping pictures, logs or copies of other documents, if they have any, that would be useful to investigators or the police.
- As time passes, evidence may dissipate or become lost or unavailable, thereby making investigation, possible prosecution, disciplinary proceedings, or obtaining protection from abuse orders related to the incident more difficult. If a victim chooses not to make a complaint regarding an incident, he or she, nevertheless, should consider speaking with someone and taking steps to preserve evidence in the event that the victim changes his/her mind at a later date.

~~———— B. Victim Advocacy~~

- ~~1. Off-Campus Advisors and Advocates: The Notification of Rights and Options provides a list of off-campus advisors and advocates that can provide an immediate confidential response for employees and students in an emergency situation.~~
- ~~2. Ongoing on and off-campus counseling, advocacy and support for students and employees is located within the Notification of Rights and Options.~~

~~———— C. Emergency Response~~

- ~~1. Anyone who experiences or observes an emergency situation should immediately contact local law enforcement by calling 911.~~
- ~~2. Although the Board of Trustees strongly encourages all individuals to report violations of this policy to law enforcement, it is the victim's choice whether or not to make such a report, and victims have the right to decline involvement with the local police. Filing a police report can include, but is not limited to, giving an oral and/or written statement to the appropriate law enforcement agency. Local law enforcement agencies are outlined in the Notification of Rights and Options.~~

Addressing Confidentiality

Before a victim or bystander reveals any information to a Responsible Employee, the employee should ensure that the victim understands the employee's reporting obligations and, if the victim wants to maintain confidentiality, direct the victim to the confidential resources located in the Notification of Rights and Options.

If the victim wants to tell the Responsible Employee what happened, but also maintain confidentiality, the employee should tell the victim that the employee will share that information for consideration in the investigation and resolution of the complaint, but cannot guarantee that request will be met. In reporting the details of the incident to the Title IX Coordinator, the Responsible Employee will also inform the Title IX Coordinator of the victim's request for confidentiality.

If a victim discloses an incident to a Responsible Employee, but wishes to maintain confidentiality or requests that no investigation into a particular incident be conducted or disciplinary action taken, that

request must be weighed against the Board's obligation to provide a safe environment for all students and employees, including the student victim.

If the request for confidentiality can be met, a victim must understand that the Board's ability to meaningfully investigate the incident and pursue disciplinary action against the alleged perpetrator(s) may be diminished. Alternatively, the request for confidentiality may not be able to be honored in order to provide a safe environment for all students and employees.

The following individual(s) are responsible for evaluating requests for confidentiality:

- Title IX Coordinator
- Chief Executive Officer
- Legal Counsel

A victim will be informed, at the earliest point possible, of a determination that a request for confidentiality cannot be maintained. In such instances, to the extent possible, information will be shared only with people responsible for handling the response to the complaint and those with a "need to know."

Where confidentiality is maintained, responsive action will reflect the victim's request for confidentiality. As such, if a victim's request for confidentiality limits the ability to formally investigate a particular allegation, responsive steps will still be to limit the effects of the alleged Sexual Misconduct and prevent its recurrence without initiating formal action against the alleged perpetrator or revealing the identity of the student complainant. Such action may include, but is not limited to, providing increased monitoring, supervision or security at locations or activities where the alleged misconduct occurred.

Reporting and Confidentially Disclosing Sexual Misconduct

The Board of Trustees encourages all victims and bystanders of Sexual Misconduct to talk to someone about what happened so that victims (and bystanders) can get the support they need and so that the Board can respond appropriately. Certain employees on campus are considered "Responsible Employees." Therefore, these individuals cannot ensure confidentiality as they are required to report instances of Sexual Misconduct.

Confidential Reporting Options:

If the victim desires full confidentiality he/she should speak with a confidential advisor. The Title IX Coordinator does take third party reports. With the victim's permission, the confidential advisor may file a report on the details of the incident without revealing the victim's identity to the Title IX Coordinator. The purpose of a confidential report is to attempt to comply with the victim's wish to keep the matter confidential while taking steps to ensure the safety of the victim and others.

A complete list of confidential advisors is available in the Notification of Rights and Options within this Policy if a student wishes to report confidentially.

Confidential Advisors. Confidential advisors have received up to 40 hours of training previously and 6 hours of ongoing training annually to support survivors of sexual violence and misconduct and are not required to report any information about an incident to the Title IX Coordinator without a victim's permission.

A victim who speaks to a confidential advisor must understand that, if the student victim wants to maintain confidentiality, IECC's ability to conduct an investigation into the

~~particular incident or pursue disciplinary action against the alleged perpetrator(s) may be diminished.~~

~~Even so, these advisors will still assist the victim in receiving other necessary protection and support at the request of the victim, including working with IECC officials to address issues such as student victim advocacy, academic support or accommodations, disability, health or mental health services, and changes to living, working or course schedules only when consent is given by the victim. A student victim who at first requests confidentiality may later decide to file a complaint with IECC or report the incident to law enforcement, and thus will have the incident fully investigated. These advisors will provide the victim with assistance if the victim wishes them to do so.~~

NOTE: While confidential advisors may maintain a victim's confidentiality from Illinois Eastern Community College, by law, any IECC employee and/or confidential advisor who suspects or receives knowledge that any minor involved in any programming at IECC may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability, is required to: 1) immediately report or cause a report to be made to the Illinois Department of Children and Family Services (DCFS) on its Child Abuse Hotline (1-800-252-2873), and 2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. IECC employees will also complete an Incident Report Form and forward to appropriate College and/or District officials.

~~Employees (including child care staff), students, and parents of daycare students will be made aware of reporting requirements and procedures for handling reports of child abuse and neglect. If the parent or legal guardian of the child is suspected of abuse, IECC employees will follow the guidance of Child Protective Services regarding notification of the child's parent or legal guardian. Reporters of suspected child abuse will not be discharged for making a report; unless it is proven that a false report was knowingly made.~~

~~**Timely Warning and/or Emergency Notification:** If the alleged perpetrator(s) pose a serious and immediate threat to the community, IECC may be called upon to issue a timely warning to the community. Any such warning will not include any information that identifies the victim.~~

~~**Reporting to an Employee:**~~

~~IECC employees are required to report all the details of an incident (including identities of the victim and alleged perpetrator) to the Title IX Coordinator. A report to these employees, called **Responsible Employees**, generally obligates the Board to investigate the incident and take appropriate steps to address the situation.~~

~~———— The following categories of employees are Responsible Employees. If title is not listed below the
———— employee is not considered a Responsible Employee.~~

- ~~● College and District Administration~~
- ~~● Title IX Coordinator and Deputy Coordinators~~
- ~~● Supervisors and Managerial Staff~~
- ~~● Faculty~~
- ~~● Coaches and Athletic Directors~~
- ~~● Student Advisors and Student Group Advisors~~

A list of Responsible Employees is available through the Title IX Coordinators. When a victim tells a Responsible Employee about an incident of Sexual Misconduct including sexual assault, the victim has the right to expect immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably. A Responsible Employee must report to the Title IX Coordinator and, if applicable, all relevant details about the alleged Sexual Misconduct shared by the victim so that the investigative process can begin to determine what happened, including the names of the victim and alleged perpetrator(s), any witnesses, and any other relevant facts, including the date, time and specific location of the alleged incident.

To the extent possible, information reported to a Responsible Employee will be shared only with people responsible for handling the IECC's response to the report and those with a "need to know". The Title IX Coordinator, Deputy Coordinators, and those responsible for the resolution of the complaint will work together to make determinations about what and to whom information will be shared about an ongoing investigation, after careful consideration of the facts of the case. Information will only be shared with those with a need to know which might include the appropriate College officials responsible for campus security or College officials responsible for overseeing the student and/or employee to ensure protective or interim measures are implemented. Victims will be notified what and to whom information will be shared before the information is disseminated. Information will only be shared to ensure the safety of the victim and to prevent the recurrence of Sexual Misconduct.

Your Role as an Employee Regarding Reporting and Disclosing Sexual Misconduct of a Student

All employees who have information regarding Sexual Misconduct of a student or employee are required to report it to the Title IX Coordinator or any Responsible Employee.

Interim Measures

Upon receipt of a report, in being mindful of the victim's well being, designated personnel will take ongoing steps to protect the victim from retaliation or harm and work with the victim to create a safety plan. The Title IX Coordinator, Deputy Coordinators, and College Administration will consider the following factors when determining what interim measures may be appropriate for implementation:

- The specific need expressed by the victim and/or complainant;
- The age(s) of the students involved;
- The severity or pervasiveness of the allegations;
- Any continuing effects on the victim and/or complainant;
- Whether the victim and/or complainant share class, dining areas, work locations, etc.; and
- Whether other judicial measures have been taken to protect the victim and/or complainant (i.e. no contact order or order of protection).

Interim measures will also include:

- Assisting the victim in accessing other available victim advocacy, academic support, counseling disability, health or mental health services, and legal assistance both on and off campus;
- Providing other security and support, which could include obtaining a no contact order, helping to change working arrangements or course schedules (including for the alleged perpetrator(s) pending the outcome of an investigation) or adjustments for assignments or tests; and

- Informing the victim of their right to report a crime to law enforcement and provide the victim with assistance if the victim wishes.

Retaliation against the victim, whether by students or employees, will not be tolerated.

An international Student may be granted approval to reduce his/her course load while recovering from the immediate effects of a sexual violence incident.

To meet the continuing obligation to address the issue of Sexual Misconduct campus wide, reports of such incidents (including non-identifying reports) will also prompt consideration of broader remedial action, such as increased monitoring, supervision, or security at locations where the reported incident occurred; increasing education and prevention efforts, including to targeted population groups; conducting climate assessments/victimization surveys; and/or revisiting IECC's policies and practices. Interim and protective measures will only be shared with those involved in the resolution of a complaint, appropriate College officials responsible for ensuring the measures are implemented, or those with a need-to-know.

Miscellaneous

- A. Electronic and Anonymous Reporting. Although direct verbal reporting of complaints is preferred, an online system for electronic and anonymous reporting is available for use by victims or bystanders. The system will notify the user (before s/he enters information) that entering personally identifying information may serve as notice for the purpose of triggering an investigation. Electronic reports can be filed via a form on the IECC webpage and will generally receive a response within 12 hours with a list of available resources absent an emergency.
- B. Off-Campus Counselors and Advocates. Off-campus counselors, advocates, and health care providers will also generally maintain confidentiality and not share information unless the victim requests the disclosure and signs consent or waiver form or unless that individual has reporting or other obligations under state law.
- C. Clery Act Reporting Obligations. Pursuant to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act," 20 U.S.C. 1092(f)), the Annual Security Report (ASR) is available to all current students and employees. The ASR documents three calendar years of select campus crime statistics (including statistics regarding incidents of dating violence, domestic violence, and stalking), security policies and procedures and information on the basic rights guaranteed to victims of sexual assault. The Clery Act also requires timely issuance of warnings to the campus community about crimes that have already occurred but may continue to pose a serious or ongoing threat to students and employees.

Title IX Complaint Investigation Procedures

A. Formal Investigation Process

1. Initiation of Investigation by Title IX Coordinator:

- a. Upon receipt of a complaint of Sexual Misconduct under this Policy, by a student victim or complainant, the Title IX Coordinator will appoint a trained investigator who will initiate a prompt, fair and thorough investigation.
- b. The investigation will be coordinated by the Title IX Coordinator and/or one of the Deputy Coordinators (if a student), and will generally conclude within 60 calendar days or less.

- ~~i. Where the allegations are complex or other factors delay the investigative process an extension may be granted by the Title IX Coordinator.~~
- ~~ii. If an extension is necessary, the complainant and the respondent will be notified.~~

~~2. IECC Officials Involved in the Resolution of Complaints:~~

- ~~a. With respect to complaints that involve an employee, vendor, contractor, or visitor, the Department of Human Resources and the Title IX Coordinator will manage the investigation into the allegations and will recommend appropriate sanctions against the employee and interim measures, if any, for an employee.~~
- ~~b. With respect to complaints that involve a student, the Deputy Title IX Coordinators will manage the investigation and recommend appropriate sanctions against the student and interim measures, if any, for a student.~~
- ~~c. With respect to complaints that involve both a student and employee, the Title IX Coordinator, the Director of Human Resources and the Deputy Title IX Coordinators shall jointly coordinate the investigation and interim measures.~~

~~3. Addressing Conflict of Interest:~~

- ~~a. If, prior to the initiation of the investigation, either the complainant or the accused alleges that an Investigator has a conflict of interest, after hearing from both parties on the topic, the Title IX Coordinator will decide whether to excuse the Investigator and announce his/her decision in writing to both parties.~~
- ~~b. If the Title IX Coordinator determines that the Investigator should be excused, or if an Investigator is unavailable to conduct the investigation, the Title IX Coordinator will appoint a replacement Investigator.~~

~~4. Interim Measures Provided: During the investigation, the Title IX Coordinator and/or a Deputy Coordinator (as applicable) will determine whether the victim and/or complainant receives interim measures as set forth above, and will advise the victim and/or complainant of the right to file a complaint with local law enforcement agencies.~~

~~5. Notice to Victim/Complainant and Respondent Of Allegations:~~

- ~~a. Generally, within 10 business days of receipt of a complaint by the Title IX Coordinator, the complainant and respondent will be notified in writing of the following:
 - ~~i. The accused;~~
 - ~~ii. The complainant (unless determined to honor a request by the complainant to remain confidential);~~
 - ~~iii. The date(s) of the alleged misconduct;~~
 - ~~iv. A brief description of the allegation;~~
 - ~~v. The specific provisions of this Policy that were allegedly violated;~~
 - ~~vi. The identity of the individual(s) with authority to make a finding or impose a sanction prior to any contact from the individual(s); and~~
 - ~~vii. The investigatory process that will follow.~~~~

~~6. Due Process Rights of Victim and/or Complainant and Respondent:~~

- a. ~~The victim and/or complainant and respondent will each be afforded the right to present information and witnesses relevant to his or her case.~~
- b. ~~When the victim and/or complainant or respondent is requested to appear at an investigatory meeting or proceeding related to a complaint, he or she may be accompanied by a silent advisor.
 - i. ~~A silent advisor may be a family member, peer, advocate, staff/faculty member, a union representative, etc.~~
 - ii. ~~The silent advisor will be informed prior to any meeting that he/she is not allowed to provide information to the investigator or ask questions of the party during the interview process.~~~~
- c. ~~If the respondent is an employee, any employee misconduct investigation procedures outlined in other applicable employee policies or collective bargaining agreement may be followed.~~
- d. ~~Mediation will not be used to resolve a complaint of sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence, and stalking, but may be used to resolve a case of sexual harassment.~~

7. Evidence Considered:

- a. ~~A trained investigator(s) will interview and receive evidence from the victim, complainant, respondent and any witnesses identified during the course of the investigation.~~
 - b. ~~The victim's prior sexual history with anyone other than the respondent will not be considered during the investigation or any proceeding related to a complaint.~~
 - c. ~~The mere fact of a current or previous consensual dating or sexual relationship between the victim and respondent does not itself imply consent.~~
8. Concurrent Criminal Investigation: ~~The existence of a concurrent criminal investigation by law enforcement agencies will not necessarily delay or interrupt the investigation procedures outlined herein. However, the law enforcement agency may request that the internal investigation be temporarily suspended. Such request will be evaluated to determine whether, and for how long, to suspend the internal investigation.~~

9. Report of Investigation:

- a. ~~At the conclusion of the investigation, the trained investigator will prepare a thorough report outlining the complaint, investigation conducted and all relevant evidence obtained; the investigator's conclusions with an explanation of reasoning and/or support for such conclusions; and recommendations for sanctions or other remedial action, as appropriate.~~
- b. ~~The investigator will submit his/her report to the Title IX Coordinator and a Deputy Coordinator (if a student is involved).~~

10. Determination:

- a. ~~For student cases, the Title IX Coordinator and/or Deputy Coordinator (as appropriate) shall review the investigator's report and all evidence gathered to determine whether the student engaged in Sexual Misconduct in violation of Policy.~~
- b. ~~For employee cases, the Title IX Coordinator will determine whether the employee engaged in a Policy violation involving Sexual Misconduct.~~
- c. ~~The determination of violations shall be made based on the preponderance of evidence, meaning whether it is more likely than not that this Policy was violated.~~

~~Notice to Victim and/or Complainant and Respondent:~~ Generally, within seven (7) business days after receipt of the investigator's report (or some reasonable extension thereof), the Title IX Coordinator or the Deputy Coordinator will prepare a written Notice of Decision supporting the decision and deliver it to both parties simultaneously.

~~The Notice of Decision will contain:~~

- ~~a. Identity of who is issuing the decision;~~
- ~~b. Notice of the finding of whether the alleged conduct occurred;~~
- ~~c. Any individual remedies for the complainant;~~
- ~~d. In non violence cases, notice of any sanctions imposed on the accused that directly relate to the complainant;~~
- ~~e. In violence cases, notice of all sanctions imposed on the accused;~~
- ~~f. Steps being taken to eliminate the misconduct and prevent recurrence;~~
- ~~g. Process to file an appeal of the decision.~~

~~11. Sanctions, Protective Actions, and Remedies:~~

~~a. Sanctions:~~

- ~~i. Sanctions will be determined by the Title IX Coordinator and other College officials, as appropriate.~~
- ~~ii. Sanctions will be communicated with College officials only on a need to know basis to ensure the sanctions are implemented appropriately.~~
- ~~iii. Students who have violated the Sexual Misconduct Policy are subject to any sanctions set forth in the Code of Student Conduct or other Program policies, up to and including expulsion. For students, sanctions include verbal reprimands, written warnings, probation, loss of privileges, limits to access and/or movement on campus, restitution, educational or work assignments, suspension for a period of one or more days, expulsion, withholding a degree, removal from courses, etc. Students could have their privileges to participate in extracurricular activities temporarily suspended if involved in an ongoing investigation.~~
- ~~iv. Employees who have violated the Sexual Misconduct Policy will be subject to sanctions including warning, reprimand, limits to access and/or movement on campus, suspension with or without pay, suspension for part of a day or for a period of one or more days, demotion, and other forms of disciplinary action up to and including dismissal as appropriate under applicable District procedures.~~

~~Note: an employee or student found to have knowingly made a false report will be subject to the aforementioned sanctions, respectively.~~

~~To encourage reporting, a student victim's good faith report of a violation of the Sexual Misconduct Policy will be taken into consideration in determining an appropriate response to the reporting student's own misconduct (e.g., educational responses from alcohol/drug violations as opposed to disciplinary action).~~

~~Furthermore, an employee who makes a report of Sexual Misconduct will be provided whistleblower protections under the State Officials and Employee Ethics Act, the Whistleblower Act, and the Illinois Human Rights Act.~~

- ~~b. Protective Actions: Protective measures may be implemented as appropriate, including no contact orders, trespass notices, or other protective measures. Although IECC does not issue orders of protection, IECC will enforce court ordered no contact, restraining and/or protective orders to the fullest extent.~~

e. ~~Remedies: Remedies for the victim and/or complainant depend upon the specific nature of the complaint, as do remedies for the community as a whole.~~

~~Remedies for the victim and/or complainant may include, but are not limited to:~~

- ~~• Assisting the victim and/or complainant to change his/her academic and/or work environment if requested and if reasonably available;~~
- ~~• Providing an escort to ensure that the victim and/or complainant can move safely between classes, vehicle and/or activities;~~
- ~~• Ensuring that the victim and/or complainant and the respondent do not attend the same classes;~~
- ~~• Identifying counseling and/or advocacy services;~~
- ~~• Identifying medical services;~~
- ~~• Providing academic support services, such as tutoring;~~
- ~~• Arranging for the victim and/or complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the victim and/or complainant's academic record; and~~
- ~~• Reviewing disciplinary actions taken against the victim and/or complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the victim and/or complainant being disciplined.~~

~~Remedies for the community as a whole may include, but are not limited to:~~

- ~~• Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students and employees affected by sexual discrimination, harassment, and/or misconduct;~~
- ~~• Designating individuals to be available to assist victims of sexual discrimination, harassment and/or misconduct whenever needed;~~
- ~~• Developing materials on sexual discrimination, harassment and misconduct for campus-wide distribution to students, employees, and/or third parties;~~
- ~~• Creating a committee of students and personnel to identify strategies for preventing and addressing sexual discrimination, harassment and misconduct; and~~
- ~~• Conducting periodic climate surveys to identify how students and employees perceive and experience sexual discrimination harassment and misconduct at Illinois Eastern Community Colleges.~~

Title IX Appeal Procedures for Student Victims and/or Complainants and Student Respondents

A. Appeal Request

~~A victim and/or complainant or a student respondent who wishes to appeal the decision reached by the Title IX Coordinator or his/her designee at the conclusion of a formal investigation must submit a written request for appeal to the Appeal Authority (AA). This request must be submitted to the Title IX Coordinator within 10 business days after receipt of the Title IX Coordinator/Deputy Coordinator's Notice of Decision. In the event a student victim and/or complainant or a student respondent does not appeal within the required 10 business day period, the decision of the Title IX Coordinator and/or Deputy Coordinator will be final.~~

~~Note: If the victim and/or complainant or respondent is an employee, then any employee misconduct appeal procedures are as outlined in other applicable policies, including grievance procedure.~~

The appeal request must be typewritten, must indicate if the requestor wishes to appear in person before the AA, and must state the grounds for appeal. Appeals must be made on the basis of one or more of the following grounds:

1. Procedural error was committed.
2. The finding of facts contained in the decision included inaccurate information.
3. Specific evidence considered during the investigation is objectionable.
4. Evidence not offered during the investigation is now available. In such cases, the new evidence must be described.
5. The sanction imposed is lenient, excessive or otherwise inappropriate.

Within 10 business days after receipt of the appeal request, the Title IX Coordinator or his/her designee will decide whether to grant the appeal based on whether the appeal meets one of the above enumerated grounds for appeal and shall send written notification to the respondent and the complainant stating:

1. That the appeal has been filed;
2. The specific reason for the appeal, including a copy of the written appeal document;
3. That they have the opportunity to submit additional relevant information and/or statements for review to the Title IX Coordinator within five (5) business days; and
4. The identity of the Appeal Authority.
 - a. If the accused is a student, the Appeal Authority shall be the Director of Human Resources.
 - b. If the accused is an employee, the Appeal Authority shall be the Director of Information & Communications Technology.

If the appeal is granted, the matter will be referred to the AA, and the Hearing Procedures for the AA set forth below will be followed. In the event of an appeal, the decision(s) of the AA will be final in all cases, other than for cases resulting in a recommendation for suspension or expulsion.

The Title IX Coordinator will ensure that the Appeal Authority is provided with the following materials: (a) the notice of complaint document; (b) the investigatory materials (including all interview recordings and tangible evidence considered by the investigator during the investigation); (c) the Notice of Decision; (d) the Notice of Appeal; and (e) any documents/statement provided to the Notice of Appeal. These materials comprise the "Record on Appeal."

The Appeal Authority will review the Record on Appeal for one or more of the following purposes:

1. To assess whether a material deviation from written procedures impacted the fairness of the investigation;
2. To determine whether the decision was supported by substantial evidence;
3. To determine whether the sanction(s) imposed were appropriate for the violation of Policy;
4. To consider new information, sufficient to alter a decision not brought out in the original hearing because such information and/or facts were not known to the person appealing at the time of the original hearing.

B. Establishment of the Standing Appeal Authority

~~The Appeal Authority may make recommendations on appropriate disciplinary cases referred to it or appealed to it by student victims, complainants and/or students who are the subject of disciplinary actions involving disciplinary suspension and expulsion. The AA will be established each fall and each member shall receive training as required by law. It will be composed of the following persons to be appointed by the CEO:~~

~~_____ Director of Human Resources, Tara Buerster~~

~~_____ Alternate: Director of Information & Communications Technology, Alex Cline~~

~~None of the above named persons may sit in any case in which they have a direct personal interest or played a role in the underlying investigation. Note that when cases involve employees, the AA will be the Director of Information & Communications Technology. The CEO may appoint interim members as required.~~

~~C Hearing Procedures for the Appeal Authority~~

- ~~1. The hearing will be closed to the public.~~
- ~~2. The victim and/or complainant and respondent shall each be entitled to appear in person with an advisor (as defined above) and present his/her case to the AA, and call witnesses in his/her behalf.
When requested by the victim, the AA shall make arrangements so that the victim and respondent do not have to be in the same room at the same time (such as by arranging for participation via videophone, closed circuit television, video conferencing, or other means).~~
- ~~3. The hearing will begin with a presentation by the Title IX Coordinator/Deputy Coordinator of his/her determination, followed by a presentation by the appellant. The appellee may present his/her case as well.~~
- ~~4. The Title IX Coordinator/Deputy Coordinator, appellant and appellee may present information in oral and written form, by witnesses and/or through documents. The parties will be given an opportunity to question witnesses. However, the complainant and the respondent may not directly cross-examine one another, but may, at the discretion and direction of the individual or individuals resolving the complaint, suggest questions to be posed by the individual or individuals resolving the complaint and respond to the other party.~~
- ~~5. The AA reserves the right to hear the testimony of witnesses separately, so that the witnesses will not hear each other's testimonies.~~
- ~~6. Pertinent and relevant information will be reviewed by the AA without regard for the legal rules of evidence.~~
- ~~7. The Title IX Coordinator/Deputy Coordinator, appellant and appellee may make closing statements at the conclusion of the hearing on both the issue of misconduct and the issue of the recommended discipline.~~
- ~~8. An audio recording of the proceedings will be created and a record will be made available to either party upon request.~~
- ~~9. The AA will render its written decision within 7 business days after the hearing, absent extenuating circumstances. The decision will be to affirm, reverse or modify the Title IX Coordinator/Deputy Coordinator's determination as to the violation of Policy and the sanction imposed (if any).~~
- ~~10. If a student respondent is found not to have engaged in Sexual Misconduct in violation of Policy, and if coursework has been missed as a direct result of the action taken~~

against the student respondent, appropriate action will be taken to assist the student respondent in completing the course(s).

11. In all cases other than suspension or expulsion, the decision of the AA is final.
12. If the decision of the AA is to suspend or expel the student respondent, that decision will be transmitted to the Chief Academic Officer. The student respondent will then have two business weeks after the decision to appeal pursuant to the standard student grievance procedure. The appeal/grievance will consist of the student respondent's written statement of disagreement with the decision and argument for reversal, relevant documentation and the recording or transcript of the AA hearing. Upon further advancement of a grievance, relevant information will be reviewed before making a decision to uphold the suspension or expulsion or to take other appropriate action.

Training, Prevention and Education

A. For Students and Employees

IECC will provide ongoing awareness and prevention training programs to ensure students and employees are provided substantive opportunities to learn about sexual misconduct including primary prevention, bystander intervention, risk reduction, consent, reporting methods, relevant policies and procedures, retaliation, survivor strategies, the impact of trauma relevant definitions, and other pertinent topics. Students will also receive a copy of the Preventing Sexual Misconduct Policy and the related protocols.

B. For Employees

1. IECC will provide 8-10 hours of annual survivor-centered and trauma-informed training to employees involved in: the receipt of a report of a student sexual violence, referral or provision of services to a survivor, or any campus complaint resolution procedure for all forms of Sexual Misconduct. Such employees include the Sexual Misconduct Investigators, Title IX Coordinator, Deputy Title IX Coordinators, and Appeal Authorities.
2. IECC will provide all employees that are classified as Responsible Employees with annual training on primary prevention, bystander intervention, risk reduction, consent, reporting obligations, investigation procedures, confidentiality requirements, relevant policies and procedures, retaliation, the impact of trauma, relevant definitions, and other pertinent topics.
3. IECC will provide confidential advisors with periodic training on the District administrative processes, interim protective measures, and complaint resolution procedures.

The Title IX Coordinator will annually review training offerings to identify ways in which to enhance its effectiveness.

Publication

The following will be prominently published on the District website, updated regularly and made available: the comprehensive Policy; student notification of rights, contact information for Title IX Coordinator and Deputy Coordinators; confidential resources and advisors and counseling services; and an explanation of responsibilities of Title IX coordinators, Responsible Employees and mandated reporters.

Task Force

The Board, through its CEO, will also establish a campus-wide task force or participate in a regional task force focused on improving coordination between community leaders and service providers to prevent Sexual Misconduct.

1. The task force shall meet a minimum of twice per year for the purpose of discussing and improving upon the following areas: best practices as they relate to prevention; awareness, education, and response to Sexual Misconduct; IECC's comprehensive Policy and procedures; and collaboration and information sharing among IECC, community-based organizations, and law enforcement.
2. The task force shall consist of individuals, including campus staff, faculty, and students. Individuals from the following entities should be invited to serve on the task force: a community-based sexual assault crisis center; a community-based domestic violence agency; local law enforcement; and the local State's Attorney's Office.
3. The task force shall receive annual training on awareness and prevention of Sexual Misconduct; IECC's comprehensive Policy on Sexual Misconduct; the provisions of federal and state law concerning survivors of Sexual Misconduct; survivor-centered responses and the role of community advocates; the role and function of each member on the task force for the purpose of ensuring a coordinated response to reported incidences of Sexual Misconduct; and trauma-informed responses to Sexual Misconduct.

Reporting

The Board, through its CEO will comply with all reporting requirements established pursuant to the Illinois Board of Higher Education Act, the Preventing Sexual Violence in Higher Education Act, and the Clery Act.

Notification of Rights and Options

A victim of Sexual Misconduct has a right to report (or not report) the incident to Illinois Eastern Community Colleges.

Reporting to IECC

If you choose to make a report the following individuals will receive the report, will investigate and resolve the matter pursuant to Policy. IECC respects the sensitive nature of such complaints and the privacy of victims of Sexual Misconduct but cannot guarantee complete confidentiality in meeting its responsibility to investigate and address the report. Any of these individuals will help a victim notify law enforcement of an incident, although it is the victim's choice whether or not to make such a report.

A. The Title IX Coordinator is: Luke Harl, Program Director of Grants & Compliance, 320 East North Avenue, Noble, IL 62686, 618-393-7508, harll@iecc.edu.

B. The Deputy Title IX Coordinators are:

Frontier Comm.
College

Jan Wiles

Lincoln Trail College

Julie Higginbotham

Olney Central
College

Andi Pampe

Wabash Valley
College

Steve Patberg

Assistant Dean of

Assistant Dean of Student Services 2 Frontier Drive Fairfield, IL 62837 618-847-9133 or 877-464-3687 wilesj@iecc.edu	Assistant Dean of Student Services 11220 State Highway 1 Robinson, IL 62454 618-546-2252 or 866-582-4322 higginbothamj@iecc.edu	Assistant Dean of Student Services 305 North West Street Olney, IL 62450 618-393-3305 or 866-622-4322 pampea@iecc.edu	Student Services 2200 College Drive, Mt. Carmel, IL 62863 618-263-5535 or 866-982-4322 patbergs@iecc.edu
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C. Electronic/Anonymous reporting: <https://www.iecc.edu/e4/forms/svcf/default.php>

D. Additional Non-Confidential Resources On-Campus:

<u>Frontier Comm. College</u>	<u>Lincoln Trail College</u>	<u>Olney Central College</u>	<u>Wabash Valley College</u>
Faculty/Administrators/Supervisors	Faculty/Administrators/Supervisors	Faculty/Administrators/ Supervisors	Faculty/Administrators/Supervisor
Athletic Director & Coaches	Athletic Director & Coaches	Athletic Director & Coaches	Athletic Director & Coaches
-Student Group Advisors & Student Advisors	-Student Group Advisors & Student Advisors	-Student Group Advisors & Student Advisors	-Student Group Advisors & Student Ad

A. District Office, Human Resources Department (when an employee is involved): 618-393-2982, ext. 5524

Responsive Procedures:

Pursuant to Policy, IECC will investigate reports of Sexual Misconduct. A victim may request, and IECC will evaluate, interim protective measures to address victim safety, including obtaining and enforcing a no-contact order or order of protection. IECC does not issue such orders, but victims can contact local law enforcement agencies to secure a no-contact order or order of protection.

Upon receipt of a report of Sexual Misconduct, IECC will initiate a prompt, fair and thorough investigation through the Title IX Coordinator. The victim/complainant and respondent(s) will be afforded the opportunity to present information and witnesses, and IECC will make a good faith effort to contact and interview any witnesses identified by the parties, including those no longer at the College. IECC strictly prohibits retaliation against the complainant, respondent, or other witnesses.

Upon conclusion of the investigation, the Title IX or Deputy Title IX Coordinator will notify the victim/complainant of the determination and of any remedies offered or provided by IECC to the victim and any disciplinary sanctions on the respondent(s) that directly relate to the victim/complainant. A

victim/complainant and a student respondent may utilize the appeal process provided by Policy upon conclusion of the investigation.

Confidential Options for Reporting:

The following confidential advisors have been identified to provide support to victims. These advisors are not required to report any information about an incident to the Title IX Coordinator without a victim's permission:

CAISA, Robinson, IL (serving Lincoln Trail, Olney Central, and Wabash Valley)
618-544-9379

After Hours Crisis

Hotline: 866-288-4888

SAFE, Mt. Vernon, IL (serving Frontier)
618-244-9330

After Hours Crisis

Hotline: 800-625-1414

Additional Off-Campus Resources:

The following local health, mental health, counseling and advocacy services are available for victims. At a victim's request, IECC personnel identified above can assist victims in accessing these services.

- a. IECC Employee Assistance Program 1-855-775-4357 or www.rsli.aeieap.com
- b. Illinois Coalition Against Sexual Assault: 217-753-4117 or www.icasa.org
- c. National Sexual Assault Hotline: 800-656-HOPE(4673); <https://www.rainn.org/get-help/national-sexual-assault-hotline>
- d. National Domestic Violence Help Line: 877-TO-END-DV (877-863-6338); http://www.cityofchicago.org/dam/city/depts/fss/supp_info/DV/MODVsafteycardEnglish.pdf
- e. AARDVARC—An Abuse, Rape and Domestic Violence Aid and Resource Collection at www.aardvare.org
- f. The Illinois Coalition Against Domestic Violence: 217-789-2830; http://www.ilcadv.org/about_icadv/contact.asp
- g. Illinois Attorney General's Office: 1-800-228-3368; www.ag.state.il.us/victims/
- h. Illinois Crime Victims Bill of Rights 725 ILCS 120-1; <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1970&ChapterID=54>
- i. Illinois Crime Victims Compensation Program: 800-228-3368; <http://www.ag.state.il.us/victims/cvc.html>
- j. Illinois Department of Children and Family Services: 800-25-ABUSE (800-252-2873); <http://www.state.il.us/dcf/index.shtml>

<u>Frontier Comm. College</u>	<u>Lincoln Trail College</u>	<u>Olney Central College</u>	<u>Wabash Valley College</u>
Fairfield Police —911	Robinson Police —911	Olney Police —911	Mt. Carmel Police —911
Wayne Co. Sheriff —842-6631	Crawford Co. Sheriff —546-1515	Richland Co. Sheriff —395-7481	Wabash Co. Sheriff —262-4186
*Fairfield Memorial —842-2611	*Crawford Memorial —544-3131	*Carle Richland Memorial —395-2131	*Wabash General —262-8621
303 NW 11 th Street	1000 N Allen Street	800 E. Locust Street	1418 College Drive

Fairfield, IL 62837 2601	Robinson, IL 62454	Olney, IL 62450	Mt. Carmel, IL 62863
SAFE 244-9330	CAISA 544-9379	CAISA 544-9379	CAISA 544-9379
Wayne Family Counseling	Crawford Family Counseling	Richland Family Counseling	Depot Counseling
Regular Hours 842-2125	Regular Hours 546-1021	Regular Hours 395-4306	Regular Hours 263-4970
24 Hour Crisis 395-5026	24 Hour Crisis 395-5026	24 Hour Crisis 395-5026	

** Indicates health care options which provide rape kits and/or Sexual Assault Nurse Examiners. Seeking medical treatment also serves to preserve physical evidence of sexual violence.*

Appendix A

The following have been appointed by the Chief Executive Officer to receive and investigate allegations of sexual misconduct, sexual assault, domestic violence, dating violence, or stalking:

Frontier Community College — Megan Black

2 Frontier Drive — Eric Resor

Fairfield, IL 62837

Phone: (618) 842-3711

Lincoln Trail College — Tyler Browning

11220 State Highway 1 — Rena Gower

Robinson, IL 62454

Phone: (618) 544-8657

Olney Central College — Linda Horn

305 North West Street — Doug Shipman

Olney, IL 62450

Phone: (618) 395-7777

Wabash Valley College — Kalie Naas

2200 College Drive — John Day

Mt. Carmel, IL 62863

Phone: (618) 262-8641

Workforce Education — Laurel Taylor

John A. Logan College — Kim Underwood

Cartersville, IL 62918

Phone: (618) 985-3741

~~District Office~~ Bonnie Chaplin

~~233 East Chestnut Street~~ Alex Cline

~~Olney, IL 62450~~

Phone: (618) 393-2982

~~The Chief Executive Officer shall update Appendix A as necessary.~~

PREVENTING SEXUAL MISCONDUCT POLICY (100.31)

I. Policy Statement

Illinois Eastern Community Colleges District #529 is committed to maintaining a safe and healthy educational and employment environment that is free from discrimination, harassment and other misconduct on the basis of sex, which includes sexual orientation and gender-related identity. The College prohibits all forms of sex-based misconduct, including but not limited to sex discrimination, sexual harassment, sexual violence, domestic violence, dating violence, and stalking. The College also prohibits discrimination and harassment on the basis of sex, sexual orientation, gender-related identity and expression, pregnancy, and parental status under its Nondiscrimination Policy (100.8).

It is the policy of Illinois Eastern Community Colleges to comply with Title IX of the *Education Amendments of 1972* ("Title IX"), the *Violence Against Women Reauthorization Act* ("VAWA"), Title VII of the *Civil Rights Act of 1964* ("Title VII"), the *Illinois Human Rights Act*, the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* ("Clery Act"), the *Preventing Sexual Violence in Higher Education Act*, and all other applicable laws and local ordinances regarding unlawful sex-based discrimination, harassment or other misconduct.

Individuals found to have engaged in prohibited sex-based misconduct will be subject to disciplinary action, up to and including termination and/or expulsion from the College.

II. Title IX Compliance

As required under Title IX, the College does not discriminate on the basis of sex in the education program or activity that it operates. This requirement not to discriminate extends to admission and employment.

The College has designated the Program Director of Grants and Compliance as the Title IX Coordinator, who is responsible for coordinating the College's efforts to comply with its responsibilities under Title IX. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be directed to the College's Title IX Coordinator, the Assistant Secretary for Civil Rights at the United States Department of Education, or both.

III. Retaliation Prohibited

Any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting sex discrimination, sexual harassment or other sex-based misconduct, or against any person cooperating in the investigation of allegations of sex-based misconduct (including testifying, assisting or participating in any manner in an investigation), is strictly prohibited.

IV. Implementing Procedures

The College will establish, maintain and publish procedures implementing this Policy, which set forth:

- The scope and jurisdiction of the College’s prohibition on sex-based misconduct;
- Definitions of prohibited conduct;
- Responsibilities of and contact information for the College’s Title IX Coordinator(s) and the Department of Human Resources;
- Options for assistance following an incident of sex-based discrimination, harassment or other misconduct;
- Procedures for reporting and confidentially disclosing alleged sex-based misconduct, including a mechanism for reporting and independent review of allegations against one elected official by another elected official;
- The College’s response to reports of alleged sex-based misconduct;
- The College’s grievance process for complaints alleging Title IX sexual harassment and/or alleging sexual violence, domestic violence, dating violence, or stalking;
- Prevention and education programming provided to College students; and
- Training and education provided to the Title IX Coordinator, Deputy Title IX Coordinators, Title IX investigators, and anyone else involved in the receipt of reports of, responding to, investigating or adjudicating alleged incidents of sexual discrimination, harassment or other misconduct, or involved in the referral or provision of services to survivors.

Board Action: Trustee Brenda Culver made a motion that the second reading be waived and that the foregoing Policy 100.31 Preventing Sexual Misconduct be approved as recommended. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #7– “Policy Second Readings” – None.

AGENDA #8 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#8-A. Acceptance of No Petition Certificate: The Board, at the regular board meeting on June 16, 2020, adopted a “Resolution of Intent to issue Alternate Revenue Bonds”. Following the adoption of that resolution, a “Notice of Intent to issue Alternate Revenue Bonds” was published on June 23, 2020, which began a petition period of 30 days following the publication of the notice.

The petition period for a request for a referendum on the District’s intent to issue Alternate Revenue Bonds expired on July 23, 2020, and Board Secretary Renee Smith filed with the Board, a No Petition Certificate stating that no petition was filed requesting that the proposition be submitted to voters of this District. The Chancellor asked the Board’s acceptance of the following No Petition Resolution.

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees (the “Board”) of Illinois Eastern Community College District No. 529, counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “District”), and as such official I do further certify that pursuant to a resolution entitled:

RESOLUTION authorizing the issuance of Taxable General Obligation Bonds (Alternate Revenue Source) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, in an aggregate principal amount not to exceed \$2,500,000 for community college purposes, pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended.

(the “Resolution”) duly adopted by the Board on the 16th day of June, 2020, notice of intention of the District to issue Alternate Revenue Bonds (the “Notice”) was published on the 23rd day of June, 2020, in the *Olney Daily Mail*, the same being a newspaper of general circulation in the District, and was not posted electronically on the District’s World Wide Web pages.

I do further certify that no petition has ever been filed in my office as Secretary of the Board, or has ever been presented to me as such official, requesting that the proposition to issue Alternate Revenue Bonds be submitted to the voters of the District, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 18th day of August, 2020.

Secretary, Board of Trustees

Board Action: Trustee Brenda Culver made a motion to accept the No Petition Certification as presented. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Consideration and action on a Resolution providing for the issue of \$2,500,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, of the District, for community college purposes, the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a district annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of the bonds to the purchaser thereof: The District began the process of issuing Alternate Revenue Source bonds on June 16, 2020 by passing a **resolution** of intent to issue General Obligation Bonds (Alternate Revenue Source) of the District for community college purposes. The attached Bond Resolution provides for the issuance of \$2,500,000 Taxable General Obligation Community College Bonds (Alternate Revenue Bonds), Series 2020C. The Board has published the required notice; and, more than thirty (30) days have passed since the date of publication; and, no petitions with the requisite number of valid signatures has been filed with the Secretary of the Board requesting that the question of the issuance of the Bonds be submitted to referendum; and, in accordance, with the provisions of the Bond Issue Notification Act of the State of Illinois, the Chairman of the Board, on the 16th day of June, 2020, ordered the calling of a public hearing for the 21st day of July, 2020, concerning the intent of the Board to sell the bonds in the amount not to exceed \$2,500,000; and, the Secretary of the Board published notice of the Hearing in the *Olney Daily Mail*, not less than 7 nor more than 30 days before the date of the hearing and posted at least 96 hours before the hearing a copy of said notice at the principal office of the Board; and, the hearing was held on the 21st day of July, 2020, and at the hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and the hearing was adjourned on the 21st day of July, 2020. The District will pledge tuition and fee revenues to repay the bonds on December 1 of each year commencing on December 1, 2021 and ending on December 1, 2028.

The Taxable General Obligation Community College Bonds (Alternate Revenue Bonds) will be immediately callable. The Chancellor recommended the Board's approval of the following Resolution authorizing the issuance of \$2,500,000 Taxable General Obligation Community College Bonds (Alternate Revenue Bonds), Series 2020.

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Olney Central College, 305 N. West Street, Olney, Illinois in said Community College District at 7:00 o'clock P.M., on the 18th day of August, 2020.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely and Sutton Dunn (non-voting student trustee).

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

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

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

The Chairman announced that a proposal had been received from _____, for the purchase of _____ Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, to be issued by the District, for community college purposes, and that the Board of Trustees would consider the adoption of a resolution providing for the sale and issuance of said bonds, the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment. The Chairman also summarized the pertinent terms of said proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon Trustee _____ presented the following resolution, copies of which were made available to all in attendance at said meeting who requested a copy:

RESOLUTION providing for the issue of \$_____ Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for community college purposes, the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of the bonds to the purchaser thereof.

* * *

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

WHEREAS, the Board of Trustees of the District (the “*Board*”) has determined that it is advisable, necessary and in the best interests of the District to finance the costs of community college purposes (the “*Purpose*”); and

WHEREAS, the estimated cost of the Purpose, including legal, financial, bond discount, capitalized interest, printing and publication costs and other expenses, is not less than \$_____, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, such costs will be paid for from the proceeds of alternate bonds (the “*Bonds*”) authorized to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Act*”); and

WHEREAS, it is necessary and for the best interests of the District that the Purpose be undertaken and in order to raise the funds required therefor it will be necessary for the District to borrow \$_____ and in evidence thereof to issue the Bonds, being general obligation bonds payable from tuition, student fees state aid and any other lawfully available funds of the District (the “*Pledged Revenues*”), in an aggregate principal amount of \$_____, all in accordance with the Act; and

WHEREAS, the Purpose constitutes a lawful corporate purpose within the meaning of the Act; and

WHEREAS, the Board, on the 16th day of June, 2020, adopted a resolution (the “*Authorizing Resolution*”) authorizing the issuance of the Bonds, being general obligation bonds payable from the Pledged Revenues, as provided by the Act, in an amount not to exceed \$2,500,000; and

WHEREAS, the Authorizing Resolution, together with a notice in the statutory form (the “*Notice*”), was published in the *Olney Daily Mail*, the same being a newspaper of general circulation in the District, and an affidavit evidencing the publication of the Authorizing Resolution and the Notice has heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Resolution and Notice, and no petition with the requisite number of valid signatures thereon has been filed with the Secretary of the Board requesting that the question of the issuance of the Bonds be submitted to referendum; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Chairman of the Board, on the 16th day of June, 2020, ordered the

calling of a public hearing (the “*Hearing*”) for the 21st day of July, 2020, concerning the intent of the Board to sell the Bonds in the amount of not to exceed \$2,500,000 for the Purpose; and

WHEREAS, the Secretary of the Board (i) published notice of the Hearing at least once in the *Olney Daily Mail*, the same being a newspaper of general circulation in the District, not less than 7 nor more than 30 days before the date of the Hearing and (ii) posted at least 96 hours before the Hearing a copy of said notice at the principal office of the Board; and

WHEREAS, the Hearing was held on the 21st day of July, 2020, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 21st day of July, 2020, and not less than seven (7) days have passed since the final adjournment of the Hearing; and

WHEREAS, the Board is authorized to issue alternate bonds to the amount of \$2,500,000 in accordance with the provisions of the Act; and

WHEREAS, it is necessary and in the best interests of the District that \$_____ of said authorized sum be issued at this time; and

WHEREAS, the Bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes (as hereinafter defined); and

WHEREAS, the District has not heretofore issued bonds payable from the Pledged Revenues; and

WHEREAS, the Board hereby determines that the Pledged Revenues will provide in each year, an amount not less than 1.25 times debt service of the Bonds; and

WHEREAS, such determination is supported by the most recent audit of the District (the “*Audit*”), which Audit is for a fiscal year ending not earlier than 18 months previous to the time of the issuance of the Bonds, has been presented to the Board and is now on file with the Secretary of the Board:

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

Section 1. Incorporation of Preambles; Acceptance of Audit. The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true and correct and does incorporate them into this resolution by this reference. The Audit has been and is hereby accepted and approved by the Board.

Section 2. Determination to Sell and Issue Bonds. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$2,500,000 upon the credit of the District and as evidence of such indebtedness to issue the Bonds of the District in said amount, the proceeds of the Bonds to be used for the Purpose, and it is necessary and for the best interests of the District that there be issued at this time \$_____ of the Bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the District the sum of \$_____ for the purpose aforesaid; and that the Bonds shall be issued in said amount and shall be designated “Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C.” The Bonds shall be dated _____, 2020, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$250,000 each and authorized integral multiples of \$5,000 in excess thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered and upward, and the Bonds shall become due and payable (subject to prior redemption as hereinafter set forth) on September 1, 2028.

The Bonds shall bear interest from their date of delivery at a rate of ____% per annum until September 1, 2021. The interest rate shall be adjusted on September 1, 2021, and on each September 1 thereafter, to a rate per annum equal to the greater of 13.5% per annum or 200% of the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of *The Bond Buyer*, published in New York (or any successor publication or index, or if such successor publication or index is no longer published then any index of long-term municipal tax-exempt bond yields then selected by the Board).

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bonds is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on March 1 and September 1 of each year, commencing on September 1, 2021.

Interest on each Bond shall be paid by check or draft of _____ (the “*Bond Registrar*”), as bond registrar and paying agent, payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

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

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

Section 4. Registration of Bonds; Persons Treated as Owners. The District shall cause books for the registration and for the transfer of the Bonds as provided in this resolution to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District for the Bonds. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however,* the principal

amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

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

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

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

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

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

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
<u>2021</u>	
<u>2022</u>	
<u>2023</u>	
<u>2024</u>	
<u>2025</u>	
<u>2026</u>	
<u>2027</u>	
<u>2028</u>	

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

(c) General. The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof, *provided*, however, that the amount of the Bonds outstanding for any maturity following any such redemption in part shall not be less than \$100,000. The District shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds

to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

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

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the District by mailing the redemption notice by registered or certified mail at least five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

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

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and

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

Prior to any redemption date, the District shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

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

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

Section 7. Form of Bonds. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [13] shall be inserted immediately after paragraph [1]:

(Form of Bond — Front Side)

REGISTERED

REGISTERED

No. _____

\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

**COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE**

COMMUNITY COLLEGE DISTRICT NO. 529

TAXABLE GENERAL OBLIGATION COMMUNITY COLLEGE BOND

(ALTERNATE REVENUE SOURCE), SERIES 2020C

See Reverse Side for
Additional Provisions

Initial Interest

Maturity

Dated

Rate: _____%

Date: _____, 20__

Date: _____, 20__

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of _____% per annum until September 1, 2021. The interest rate will be adjusted on September 1, 2021,

and on each September 1 thereafter, to a rate per annum equal to the greater of 13.5% per annum or 200% of the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of *The Bond Buyer*, published in New York (or any successor publication or index, or if such successor publication or index is no longer published then any index of long-term municipal tax-exempt bond yields then selected by the Board of Trustees of the District). Such interest shall be paid on March 1 and September 1 of each year, commencing September 1, 2021, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of _____, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

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

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the series of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of the Pledged Revenues and the Pledged Taxes to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. The District is

authorized to issue from time to time additional obligations payable from the Pledged Revenues as permitted by law and to establish the lien priority thereof.

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

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

Chairman, Board of Trustees

Secretary, Board of Trustees

Registered, Numbered
and Countersigned:

Treasurer, Board of Trustees

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

This Bond is one of the Bonds described in the within mentioned resolution and is one of the Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

_____,
as Bond Registrar

By

Authorized Officer

[Form of Bond - Reverse Side]

COMMUNITY COLLEGE DISTRICT NO. 529

**COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS**

**TAXABLE GENERAL OBLIGATION COMMUNITY COLLEGE BOND
(ALTERNATE REVENUE SOURCE), SERIES 2020C**

[6] This Bond is one of a series of Bonds issued by the District pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Act*”), and the Public Community College Act of the State of Illinois, as amended (the “*College Act*”), to pay the costs of community college purposes and is authorized by a resolution adopted by the Board of Trustees of the District (the “*Board*”) on the 18th day of August, 2020 (the “*Bond Resolution*”), in all respects as provided by law.

[7] The Bonds are payable from (a) tuition, student fees, state aid and any other lawfully available funds of the District and (b) ad valorem taxes levied against all of the taxable property in the District without limitation as to rate or amount, all in accordance with the provisions of the Act and the College Act. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

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

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

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
<u>2021</u>	
<u>2022</u>	
<u>2023</u>	
<u>2024</u>	
<u>2025</u>	
<u>2026</u>	
<u>2027</u>	
<u>2028</u>	

[10] Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the District maintained by the Bond

Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

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

[12] The Bonds are issued in fully registered form in the denomination of \$100,000 each and authorized integral multiples of \$5,000 in excess thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Resolution. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

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

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

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

Dated: _____

Signature guaranteed: _____

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

Section 8. Sale of Bonds. The Bonds hereby authorized shall be executed as in this resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Board, and be by said Treasurer delivered to _____ (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$_____; the contract for the sale of the Bonds heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such a price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon the sale of the Bonds exceed the maximum rate otherwise authorized by Illinois law; the contract for the sale of the Bonds is in the best interests of the District and that no person holding an office of the District either by election or appointment, holds any prohibited interest, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the contract for the sale of the Bonds; the surety bond executed by the Treasurer in connection with the issuance of the Bonds as required by Section 3-19 of the Public Community College

Act is hereby approved and shall be filed with the County Clerk of each county in which any part of the District is situated; and the Bonds before being issued shall be registered, numbered and countersigned by said Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any preliminary term sheet or any final term sheet relating to the Bonds and before the Board at the time of the adoption hereof is hereby ratified, approved and authorized; the execution and delivery of said final term sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the contract for the sales of the Bonds, this Resolution, said preliminary term sheet, said final term sheet and the Bonds.

Section 9. Alternate Revenue Source; Appropriation; Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the District covenants and agrees with the purchasers and the owners of the Bonds that the District will budget and appropriate the Pledged Revenues for the payment of the Bonds, and subject to the provisions of Section 12 hereof, the District will deposit the Pledged Revenues into the Bond Fund (as hereinafter defined). The Pledged Revenues are hereby pledged to the payment of the Bonds, and the Board covenants and agrees to provide for, collect, budget, appropriate and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional .25 times debt service.

The District is authorized to issue from time to time additional obligations payable from the Pledged Revenues as permitted by law and to establish the lien priority thereof.

For the purpose of providing additional funds to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the District, in the years for which any of the

Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the District the following direct annual taxes (the “*Pledged Taxes*”):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2020	for interest and principal up to and including _____, 20__
2021	for interest and principal
2022	for interest and principal
2023	for interest and principal

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

The District covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The District and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

Section 10. Filing with County Clerks. After this resolution becomes effective, a copy hereof, certified by the Secretary of the Board, shall be filed with the County Clerks of the Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois (the “*County Clerks*”); and the County Clerks shall in and for each of the years required, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each

of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the District for general community college purposes of the District; and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the District in like manner as taxes for general community college purposes of the District for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 11. Abatement of Pledged Taxes. Whenever in the discretion of the Board funds are or will be available to pay any principal of or interest on the Bond when due, so as to enable the abatement of the Pledged Taxes levied for the same, the Board, or the officers of the District acting with proper authority, shall direct the abatement of the Pledged Taxes by such amount, and proper notification of such abatement shall be filed with the County Clerks in a timely manner to affect such abatement.

Section 12. Bond Fund. There is hereby established a special fund of the District known as the "Alternate Bond and Interest Fund of 2020" (the "*Bond Fund*") in connection with the issuance of the Bonds. The Pledged Revenues and the Pledged Taxes shall be set aside as collected and be deposited into the Bond Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the District by this resolution. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the District are discharged under this resolution. Notwithstanding the foregoing, if the Board determines that there are Pledged Revenues that will not be needed to either pay debt service on the Bonds or permit the abatement of the taxes herein levied, such Pledged Revenues are not required to be deposited into the Bond Fund or if such Pledged Revenues are on deposit therein, the same may at the direction of the Board and to the extent permitted by law, be transferred to another account or fund of the District.

Section 13. Use of Bond Proceeds. The principal proceeds of the Bonds are hereby appropriated for the purpose of paying the cost of the Purpose, and shall be ordered deposited into the

_____ Fund of the District (the "*Purpose Fund*"), and any accrued interest received on the sale of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and to that end, is hereby ordered deposited into the Bond Fund. The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in compliance with all of the requirements of the Act and the College Act. Interest received from the investment of the funds in the Purpose Fund shall be retained in the Purpose Fund for payment of costs of the Purpose or shall be deposited into the Bond Fund for payment of the Bonds on the interest payment date next after such interest is received or, to the extent permitted by law, transferred by the Board to such other fund of the District as the Board may designate. Interest received from the investment of the funds in the Bond Fund shall be retained in the Bond Fund for payment of the Bonds on the interest payment date next after such interest is received or, to the extent permitted by law, transferred by the Board to such other fund of the District as the Board may designate.

Section 14. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

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

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 16. Provisions a Contract. The provisions of this Resolution shall constitute a contract between the District and the owners of the outstanding Bonds. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Act are enforceable by any holder of the Bonds affected, any taxpayer of the District and the People of the State of Illinois acting through the Attorney General or any designee.

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

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

Adopted August 18, 2020.

Chairman, Board of Trustees

Secretary, Board of Trustees

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

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

Upon the roll being called, the following Trustees voted AYE: Dr. G. Andrew Fischer, Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely.

The following Trustees voted NAY: _____

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

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

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

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

CERTIFICATION OF MINUTES

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

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 18th day of August, 2020, insofar as the same relates to the adoption of a resolution entitled:

RESOLUTION providing for the issue of \$_____ Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for community college purposes, the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of the bonds to the purchaser thereof.

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

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

as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 18th day of August, 2020.

Secretary, Board of Trustees

Board Action: Trustee John Brooks made a motion to approve the issuance of \$2,500,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, of the District, for community college purposes as recommended. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Approval of Publication for BINA Hearing: The Board must conduct a public hearing on the intent to issue Funding Bonds for the purpose of paying claims against the District. Notice must be published prior to the hearing. The attached notice will be published no more than 30, and no less than 7 days prior to the hearing. The Chancellor recommended the approval of the Board to publish the following Notice of Hearing.

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE BOARD OF TRUSTEES OF
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529, COUNTIES OF RICHLAND, CLARK,
CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON, JASPER, LAWRENCE, WABASH, WAYNE
AND WHITE AND STATE OF ILLINOIS
TO SELL \$2,500,000 FUNDING BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), will hold a public hearing on the 15th day of September, 2020, at 7:00 o'clock P.M. The hearing will be held in the Red Café, Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in the amount of \$2,500,000 for the purpose of paying claims against the District.

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

DATED the 18th day of August, 2020.

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

Board Action: Trustee Brenda Culver made a motion to approve the Publication for the BINA Hearing as recommended. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Appointment of Board Audit Committee: The Board Audit Committee is charged with oversight of the District's annual audit. The Committee meets with the District's auditors and makes a complete review of the Audit Report. Committee members then report to the Board and then the Board takes action on the District's required annual audit. The Chancellor recommended the appointment of Trustee John Brooks and Trustee Jan Ridgely to serve as members of the Audit Committee.

Board Action: Trustee Barbara Shimer made a motion that the Board appoint Trustees John Brooks and Jan Ridgely to the Board Audit 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, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Program Review Report 2020: - Dean Michael Conn presented the Program Review Report. The report is a detailed review of certain programs and services. This is part of a continual process with a focus on quality, cost and need. The Chancellor recommended approval of the Program Review Report 2020

Board Action: Trustee John Brooks made a motion to approve the Program Review Report as presented. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Emergency Response Plans: Pursuant to the Campus Security Enhancement Act of 2008, each of the four IECC colleges annually review and update their Campus Emergency Plans to provide an organized plan to facilitate the safety of their students, faculty and staff. The plans outline each of the college's procedures for managing major emergencies and incidents that may threaten the health, safety and welfare of the campus community or disrupt its programs and activities. Procedures for specific campus emergency scenarios have been developed for each college and are available on the IECC webpage at www.iecc.edu/emergency giving students, staff, faculty, and others easy access to safety guidelines in the event of an emergency. The Chancellor recommended approval of the 2020 Emergency Response Plans.

Board Action: Trustee Barbara Shimer made a motion to approve the 2020 Emergency Response Plans as recommended. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. Violence Prevention Plan: In accordance with the Campus Security Enhancement Act of 2008 (110 ILCS 12/20) (b) (2), Illinois Eastern Community Colleges developed a Violence Prevention Plan outlining the multi-disciplinary and multi-jurisdictional violence prevention strategies, including the formation and implementation of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each college and the District Office. In the event that a violent act (assault, battery, weapons in the building, disturbances) is in the process of being committed, the colleges' Campus Emergency Plans provide a protocol for response. The updated plans will be available to all IECC employees on the Intranet. The Chancellor recommended approval of the Violence Prevention Plan.

Board Action: Trustee Jan Ridgely made a motion to approve the Violence Prevention Plan as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Waive Online Hybrid Course Fee: In on-going efforts to accommodate student needs during the COVID-19 pandemic, the Chancellor recommended approval to repeal the \$35 Online/Hybrid per Course Fee for hybrid delivery courses only for the Fall 2020 term.

Board Action: Trustee Barbara Shimer made a motion to repeal the \$35 Online/Hybrid per course fee for hybrid delivery courses only for the Fall 2020 Semester. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-I. Late Fee for Unpaid Balances: The District currently requires students to have paid in full, or establish and show effort toward paying in full, their account balance for the term. Students who do not meet this requirement are administratively dropped from the term and are unable to complete the academic term. In an effort to assist and retain students, staff have recommended that the District instead establish a late fee of 5% on the unpaid balance at midterm. This fee would replace the administrative drop from the term. Unpaid student account balances will continue to have a hold placed on the account. This hold will prevent future registration, access to transcripts, grades for term, and graduation. Unpaid balances will not prevent a student from completing the current academic term. The Chancellor recommended the Board approve this new fee on unpaid balances at midterm each term.

Board Action: Trustee Barbara Shimer made a motion to approve the new late fee for unpaid balances on student accounts. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay:

None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-J. Board of Trustees Election: Elections to the Board of Trustees will occur on April 6, 2021. The Chancellor recommended the Board approve the dates and terms open for election on April 6, 2021 and for the appointment of Board Secretary Renee Smith as the Election Official and the appointment of Lori Barger to be the Assistant Election Official. Terms of Board members Andrew Fischer, Jan Ridgely and Barbara Shimer are up for reelection. All three trustees holding office are expected to seek reelection.

Board Action: Trustee Al Henager made a motion to appoint Board Secretary Renee Smith at the District's Election Official and for the appointment of Lori Barger to be the District's Assistant Election Official. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-K. Tentative Budget Fiscal Year 2021: Prior Board action required that the tentative budget be made available to the public by August 5 and mailed to the Board of Trustees. The tentative budget will remain available for public inspection through the scheduled September 15 Budget Hearing and Board meeting. Publication of the budget's availability and notice of the Public Hearing on the Budget was made in district newspapers.

The tentative budget document represents the current and best judgment of the district administration relative to anticipated revenues for Fiscal Year 2021. Currently, the District is projecting overall revenues of \$37,733,562 and expenses of \$43,990,081. The budget contains plans for capital investments, deferred maintenance, program investment, and building expansion.

For the Operating Funds, the tentative budget shows revenues of \$30,200,361 and expenses of \$30,116,652. This represents a decrease of 7.7% in revenues from the prior year related to a realignment in expected revenues from tuition and fees and a 6.7% decrease in expenditures over the prior budget.

The tentative budget is based on information available at the time of publication. If new information becomes available, changes will be made to the final budget and those changes will be reviewed with the Board on September 15th prior to approval of a final budget.

As required by law, a Public Hearing on the Budget will be held on September 15, 2020 and following the hearing, a final budget will be presented to the Board for its approval.

The Chancellor recommended approval of the FY2021 tentative budget as presented.

Board Action: Trustee Brenda Culver made a motion to approve the Tentative Budget for Fiscal Year 2021 as presented. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-L. Articulation Agreements with SIU-C: - Chancellor Ryan Gower reviewed Program Articulation Agreements between Illinois Eastern Community Colleges (IECC) and Southern Illinois University Carbondale (SIU-C) that will allow IECC Associate in Applied Science graduates in Radiography, who meet SIU Carbondale admission requirements, to be considered for admission into SIU Carbondale's Bachelor of Science degrees in Radiation Therapy Technology, Radiologic Sciences MRI/CT

Specialization, and Radiology Education Management. The Chancellor recommended approval of the articulation agreements with SIU-C as listed in full in the Board agenda.

Board Action: Trustee Brenda Culver made a motion to approve the three radiography program articulation agreements between IECC and SIU-C as presented. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” – Chancellor Ryan Gower reviewed the following Bid Committee report and recommended it be approved as presented.

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

The Bid Committee recommends acceptance of the bid received from WEP Asphalt for a total of \$24,535.34.

Company	Total Bid
HSC Pavement Maintenance Albion, IL	\$29,067.80
WEP Asphalt Lawrenceville, IL	\$24,535.34
Woll’s Asphalt LLC Marshall, IL	\$41,837.66

Respectfully submitted,

Ryan Gower

Ryan Hawkins

Renee Smith

Department: Lincoln Trail College – Operations & Maintenance.

Source of Funds: Facility Maintenance – 55070L-5070L-3400-701.

Rationale for Purchase: The proposal from WEP Asphalt was the lowest responsible bidder in conformity with the bid specifications.

The "Advertisement for Bids" was placed in the Robinson Daily News for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

**REQUEST FOR PROPOSAL
ILLINOIS EASTERN COMMUNITY COLLEGES**

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the parking lot seal and striping at Lincoln Trail College shall be received at the office of the Owner: Illinois Eastern Community College District 529, 233 East Chestnut Street, Olney, IL 62450 until 10 a.m. local time, on Monday, August 10, 2020, and then publicly opened.

The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

PRE-BID CONFERENCE

No pre-bid conference will be held for this project. Any questions regarding the project should be directed to Chris Ellington, Operations & Maintenance Lead at Lincoln Trail College at 618-544-8657, ext. 1353 or by e-mail at ellingtonc@iecc.edu.

METHOD OF BIDDING

Lump sum bids will be received for the following: Contract No. 1: Complete Contract.

Contract for cleaning, crack filling, sealing, and striping, at Lincoln Trail College, 11220 State Highway 1, Robinson, IL 62454.

Bids should include all items bid as one contract price. Completion of bid tabulation included is required.

PREPARATION OF BIDS

Bids shall be executed in accordance with attached forms and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project.

METHOD OF BID EVALUATION

Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

INSURANCE

Contractor of award will be asked to supply Certificate of Insurance with the following minimum coverages, naming Illinois Eastern Community Colleges as an additional insured:

- Commercial General Liability: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 aggregate for products-completed operations hazard
- Automobile Liability: \$1,000,000
- Employers' Liability: \$500,000 each accident; \$500,000 each employee; \$500,000 policy limit
- Umbrella Liability Coverage: \$1,000,000 limit

PREVAILING WAGE RATES

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

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

Nondiscrimination: There will be no discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin by the owner or contractor.

Certification of Eligibility: Prior to contract award, all bidders must certify that neither it nor any person or firm that has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

No subcontracts shall be made to any person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Debarment, Suspension, Ineligibility, and Voluntary Exclusions: No contract will be awarded to a bidder, nor its principals, that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

BID TABULATION

Specifications for LTC Parking Lot Seal and Striping

- 183,695 square feet of asphalt parking lot to be cleaned, crack filled and sealed
- 11,781 feet of lines to restripe
- 1,430 feet of curb to be power washed and repainted
- 10 handicap areas to be repainted
- 31 no parking areas to be repainted
- 2 fire lanes to be repainted
- 2 stop bars to be repainted

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO LINCOLN TRAIL COLLEGE, 11220 STATE HIGHWAY 1, ROBINSON, IL 62454. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

Certified Vendor in accordance with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act: Yes No If yes, you must attach a copy of the current letter of certification.

Board Action: Trustee Barbara Shimer made a motion to approve the Bid Committee Report recommendations as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “District Finance” – The following district financial matters were presented

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of July 31, 2020.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for August 2020, totaling \$1,572,970.74, 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 August 2020, in the amounts listed, and payments from the revolving fund for July 2020. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chancellor’s Report” – Chancellor Ryan Gower presented an informational report that included the following items:

1. Illinois Department of Public Health Directives (COVID19) for Colleges and Universities
2. COVID Issues and the District
3. Enrollment Update
4. Capital Development Board Projects
5. Open Positions at IECC

AGENDA #12 – “Executive Session” – The Board of Trustees went into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district during the regularly convened meeting.

Board Action: Trustee Brenda Culver made a motion that the Board go into an Executive Session Closed Meeting under Section 2(c) (1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried

Separate minutes have been prepared for this closed meeting.

Student Trustee Sutton Dunn left the meeting at 8:32 p.m. immediately prior to the beginning of discussion in the closed meeting Executive Session.

AGENDA #13 – “Approval of Executive Session Minutes” –

#13-A. Written Executive Session Minutes: None. The Board did not go into Executive Session during the July 21, 2020 regular Board of Trustees meeting.

#13-B. Audio Recordings of Executive Sessions: None.

AGENDA #14 – “Approval of Personnel Report” – Interim Director of Human Resources Dana Hart reviewed the following Personnel Report and the Chancellor recommended approval.

400.1. Employment of Personnel

A. Professional Non-Faculty, Non-Exempt

1. Taylor Newlin, Manager of Food Services, LTC, effective August 17, 2020.
2. Krystle Riggle, Coordinator of Financial Aid, LTC, effective August 26, 2020.

B. Classified

1. Danelle Davis, Office Assistant, LTC, effective September 3, 2020.
2. Taylor Held, TRIO Upward Bound Counselor, DO/OCC, effective September 1, 2020, contingent upon continued grant funding and successful completion of background check.
3. Barbara White, Technology Support Specialist, DO, effective August 20, 2020, pending successful completion of background check.

400.2. Classification Change

A. Professional Non-Faculty, Exempt

1. Laurel Taylor, Director of Business and Finance, Workforce Education, Professional Non-Faculty, Non-Exempt, to Professional, Non-Faculty, Exempt.

400.3. Special Assignment

A. Professional, Non-Faculty, Exempt

1. Laurel Taylor, Director of Business and Finance, Workforce Education, \$500/month, effective September 1, 2020.

400.4. FY21 Administration and Staff Salaries

2020-2021

1. Full-time employees working before June 1, 2020, are eligible for a wage increase. Employees with hire dates of June 1, 2020, to August 31, 2020, will be eligible for an increase at the six-month anniversary date. Employees with a hire date September 1, 2020 or later are not eligible for the increase.
2. All full-time employees (non-bargaining unit and not on a temporary contract) will receive a 2.65% pay increase, unless otherwise noted.
3. All increases are effective August 31, 2020, unless otherwise noted.
4. Entry levels for all non-faculty positions will be increased by 3.0%, effective 8/31/2020.

400.5. Academic Year 2020-2021 Educational Level Change

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Jay Carter	A	B	\$1,000

400.6. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Robert Mason	Southern Illinois University Carbondale, IL	36

400.7. Administrative Guidelines Changes

A. Administrative Guidelines Changes for Full-Time Bargaining Unit Faculty, Part-Time and Full-Time Non-Bargaining Unit Faculty

1. Adult Education Courses \$25.00 per hour

Faculty who teach Adult Education courses will report their hours for instruction, preparation and grading time on an electronic timesheet. Time worked will be paid at \$25.00 per hour. Faculty can report preparation and grading time per the schedule below based on hours of instructional time taught per week;

<u>Instructional time</u> <u>per week</u>	<u>Pre/Grading</u> <u>per week</u>
2 hours	1 hour
4 hours	1.5 hours
6 hours	2 hours

8 hours

2 hours

400.8. Resignation Ratification

A. Faculty

1. Leonard Mitchell, Workforce Education Instructor, effective August 13, 2020

Board Action: Trustee Barbara Shimer made a motion to approve the Personnel Report as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Other Items” – None.

AGENDA #18 – “Adjournment” – Trustee Brenda Culver made a motion to adjourn. Trustee Jan Ridgely 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 9:06 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

“Conduct a public hearing for the issuance of funding bonds for the purpose of paying claims against the District”

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 529, COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON, JASPER, LAWRENCE, WABASH, WAYNE
AND WHITE AND STATE OF ILLINOIS
TO SELL \$2,500,000 FUNDING BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), will hold a public hearing on the 15th day of September, 2020, at 7:00 o'clock P.M. The hearing will be held at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in the amount of \$2,500,000 for the purpose of paying claims against the District.

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

DATED the 18th day of August, 2020.

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

Agenda Item #4

Budget Hearing

Agenda Item #5

Recognition of Visitors and Guests

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

Agenda Item #6

Public Comment

Agenda Item #7

**Reports
Trustees
Presidents
Cabinet
Chancellor**

Agenda Item #8

Policy First Reading (and Possible Approval)

A. Policy 500.30 Withdrawal Policy

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: September 15, 2020
RE: Policy 500.30 Withdrawal Policy

Changes made to Business Procedure 300.1 in the August 2020 meeting of the Board of Trustees prompted a review of Policy 500.30 (Withdrawal Policy). As a result of this review, the following changes are being recommended:

- Redirection to the IECC Student Code of Conduct instead of Academic Integrity Policy 500.25 (Policy 500.25 was eliminated in 2019)
- Removal of language that reflects the past practice of “drop for non-payment” during the academic term.
- Redirection to our Student Military Policy (500.21) that permits withdrawal from courses after college deadlines for students who enlist or are called to active duty.

I recommend that the Board waive the second reading and approve these revisions to policy 500.30.

RG/sc

STUDENT – 500

Withdrawal Policy (Policy 500.30)

Date Adopted: January 19, 2016

Revised: June 20, 2017

Revised: April 17, 2018

Revised: September 15, 2020 (Pending Board Approval)

Students may add, drop, or withdraw from courses during specifically set forth days as established by Illinois Eastern Community Colleges (IECC).

Refund Period

A refund of 100 percent of the tuition and fees will be made to a student who withdraws during the first 10 business days of a sixteen-week course period and the first 5 business days of an eight-week course period or the proportionate time of any other course not conforming to a sixteen-week or eight-week schedule.

Academic Record

Courses dropped before the start of a semester do not become part of a student's academic record. If a student attends and withdraws either during or after a refund period, a W (withdraw) becomes part of the student's academic record. Failure to follow the official withdrawal policy will result in a grade of F.

Student Initiated Drop or Withdrawal

A student is responsible for initiating a drop or withdrawal request by contacting Student Services and completing a Course Change Form (withdrawal form). The student is encouraged to meet with the instructor, his or her Academic Advisor or Retention Coordinator, and the Financial Aid Office before withdrawing from any course.

Withdrawal requests must be received in Student Services no later than two weeks prior to the last day of classes of any regular length semester. (See exceptions below.) Students are advised to contact Student Services for withdrawal deadlines for courses not conforming to a sixteen-week schedule.

Administrative Withdrawal

Prior to an administrative withdrawal, the instructor should submit a Progress Report to allow the Retention Coordinator or Academic Advisor to contact the student. If there is no resolution, i.e. a student- initiated withdrawal, an instructor may recommend an administrative withdrawal after

mid-term for a student, if such withdrawal is deemed to be in the best academic interest of the student. The administrative withdrawal must be approved by the Dean of Instruction. The Student Services/Student Records Office will notify the student and Coordinator of Financial Aid of the student's administrative withdrawal.

Upon review and approval by the Dean of Instruction, faculty may request to withdraw a student from their course with a failing grade due to plagiarism, cheating, non-attendance, or other gross infractions as outlined in ~~the Academic Integrity Policy (500.25)~~ IECC's Student Code of Conduct and/or described in the course syllabi.

IECC also has the authority to administratively withdraw a student from classes for the following reasons:

- Registration in violation of college regulations and requirements (academic ineligibility to register);
- ~~Failure to pay tuition and fees by established due date;~~
- Disciplinary suspension or dismissal for the remainder of an academic semester or longer;
- Severe psychological or health problems such that a student cannot be permitted to continue in attendance; and
- Other reasons deemed appropriate by the proper administrative staff such as the President or Dean of Instruction.

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.

Agenda Item #9

Policy Second Reading

None.

Agenda Item #10

Staff Recommendations for Approval

Agenda Item #10A

2020 IECC Fact Book

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: September 15, 2020

RE: 2020 IECC Fact Book

The IECC Fact Book has been developed to provide an annual compilation of data about Illinois Eastern Community Colleges including information about the students in our District, enrollment history, the degrees and certificates granted, the financial aid received and distributed, and the District's budgets and operations.

The 2020 IECC Fact Book will be used for strategic planning, institutional effectiveness, and policy-making processes. In most cases, the time period of the statistical data covered by the Fact Book is FY20 which is from July 1, 2019 to June 30, 2020. The Fact Book was sent to the Board on September 8, 2020.

I ask the Board's approval of the 2020 IECC Fact Book.

RG/sc

Agenda Item #10B

Grading Section in IECC Catalog

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: September 15, 2020
RE: Grading Section in IECC Catalog

Last Spring, the Cabinet recommended a change to the catalog policy allowing for Incomplete grades and proposed to increase the amount of time to satisfy incompletes from 4 weeks to 28 weeks. This extension is no longer necessary, and we are now recommending a return to the previous policy. The Cabinet has approved these changes, and I recommend the Board's approval of the below changes to the following Grading section in the IECC Catalog page 23, effective immediately.

GRADING

Grades are awarded to reflect the quality of student performance. Grade values are assigned on a 4.0 scale from *A* to *F*. In the event of extenuating circumstances, students may request an incomplete grade (*I*). Students must initiate this process and have faculty approval. Incomplete grades for regular sixteen-week courses should be completed by the fourth ~~twenty-eight~~ weeks of the next term after the end of the term or the incomplete grade will be changed to an *F*. Incomplete grades given for courses outside the regular sixteen-week schedule must be finished within four weeks from the end date of the course or the incomplete grade will be changed to an *F*.

Agenda Item #10C

IECC Return to Play Plan

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: September 15, 2020
RE: IECC Return to Play Plan

In July 2020 the Governor announced the development of IDPH approved guidelines to allow for the Return to Play (RTP) for IESA and IHSA athletics. Unfortunately, the IDPH has not advanced similar guidelines for collegiate athletics leaving instead each college to develop their own.

The IECC Return to Play document provides specific guidelines for our athletic programs for Fall 2020 and Spring 2021. Our document follows the provisions of the NJCAA updated plan of action, the 2020-2021 NJCAA sports procedures, and closely follows the Return to Play plans adopted by the Mid-West Athletic Conference (MWAC) and Region 24. This plan has been reviewed by our Athletic Directors, Cabinet, and our legal counsel.

I recommend that the Board of Trustees accept the IECC Return to Play plan.

RG/sc



IECC Athletics Return to Play Plan

Created In Response to
the COVID-19 Pandemic

August 28, 2020

Updated 9/2/2020

IECC COVID-19 RTP Plan for Intercollegiate Athletics

The purpose of this plan is to lay a framework with the following three priorities:

- 1) To protect the health and well-being of our students, faculty and staff, and our broader communities.
- 2) To engage in competitive athletic play as permitted by the [NJCAA Sports Procedures](#).
- 3) Providing all members of the IECC athletic community, along with the colleges with which we will compete, the guidelines to govern actions in order to attain priorities 1 & 2.

These protocols and guidelines are subject to change, as recommendations from the CDC, IDPH, Crawford, Richland, Wabash and Wayne County Health Departments and Illinois Eastern Community Colleges evolve in response to the COVID-19 pandemic.

All Intercollegiate Sports offered at Illinois Eastern Community Colleges are required to adhere to the guidelines in this RTP Plan: baseball, golf, softball, men's & women's soccer, men's & women's basketball, and volleyball. Likewise, participants in club sports, such as cheerleading, bass fishing, boating, archery and eSports are also expected to adhere to the guidelines presented in this document. All teams with which IECC colleges will scrimmage or compete against must be provided a copy of this plan and agree to use the same or comparable screening & safety guidelines used by IECC.

On July 13th, 2020 the NJCAA announced its 2020-21 NJCAA Plan of Action, which separated each sport into two "seasons".

Season 1: Fall Practice Season: which authorizes all NJCAA Sports to conduct practices as well as a maximum number of Scrimmages vs outside competition.

Season 2: Spring Competition Season: Which enables all NJCAA Sports to practice and compete with other NJCAA Schools, which culminates with Championship play in each division.

Both "seasons" were presented to all NJCAA Member schools, with a July 27th deadline regarding the decision to participate in these altered 2020-21 seasons. In early August, the NJCAA gave member schools the green light to proceed, requiring schools to follow local, state, and federal guidelines, as well as the guidelines implemented by the Conference and/or Region. The entire NJCAA Return to Play Plan and other NJCAA COVID-19 related guidance can be found at <https://www.njcaa.org/covid19>

Illinois Eastern Community College has created the Restore IECC plan to address the safe return to campus. IECC student-athletes must follow the protocols in the Restore IECC, Return to Campus guidelines, and Return to Play plans.

FALL 2020-SPRING 2021 IECC Return to Play Guidelines

The following procedures comply with Restore Illinois Phase 4b guidelines and the Restore IECC Plan. ****This document is subject to change.***

Before Fall Practice Season Begins:

- Each student athlete will be given the opportunity to opt out of competition with no loss of scholarship benefit. Students who opt out cannot engage in team sanctioned (i.e. practice, scrimmage, conditioning, games) activities.
- Each student who elects to compete must sign a COVID-19 IECC Acknowledgement of Risk and Waiver.
- Student-athletes and coaches must agree to limit travel out of the local community to emergency situations only. No personal travel out of the local community is permitted without prior authorization.

General Information for IECC Athletes/Coaches/Staff

There are TWO requirements of IECC Student-Athletes/Staff before engaging in any group activity or entering any IECC athletic facility:

Requirement 1. Temperature check by trainer or coach.

- At or above 100.4 temperature: not allowed to enter or participate in athletic activities. Must immediately quarantine and contact necessary officials.
- Temperature manually recorded by trainer/coach and weekly records will be given to the Athletic Director for retention.

Requirement 2. Daily Questionnaire checking for symptoms.

- Cough, chills, and/or muscle aches
- Sore throat, runny nose, and/or new loss of taste or smell
- Shortness of breath and/or headache
- New or worsening cough
- Close contact with a positive COVID-19 case
- Fever/Temperature (100.4°F or greater)
- When a temperature of 100.4°F or greater is present, or when answering “yes” to any questions in the daily questionnaire (with no known exposure

to COVID-19), the individual must self-quarantine for 10 consecutive days. Quarantine may be discontinued earlier than 10 days if evidence of alternative reason for symptom(s) is provided by a doctor OR the student provides documentation of a negative COVID-19 test result.

- If any symptom presents itself for a second day, the student will be directed to the local health department for testing and quarantine will continue until otherwise directed by health officials.
- If at any point, two of the above questions are answered “yes” the student will be directed to the local health department for testing. The student must quarantine until negative test results have been received or 10 days have passed from the onset of symptoms.

Additional Considerations:

- As is customary practice, a physical examination is required prior to participation for all athletes.
- To avoid crowding, friends, family, or any other non-team personnel will not be admitted to practices.
- Maintain social distancing of 6 feet between participants when they are not playing/actively participating (on the bench, in the dugout, on the sideline, etc.)
- Face coverings will be required when the athlete is not an active participant in play/practice (watching drills from sidelines, etc.)
- There will be no sharing of objects.
 - There will be no shared water bottles, community snacks, or towels
 - Players will use dedicated personal equipment at all times
- Once the practice season begins, all positive COVID-19 cases in athletics will be reported to the Athletics Compliance Coordinator (browningt@iecc.edu)
 - The guidelines in the IECC “Return to Campus” plan will also be followed in athletics.
 - In general, games or practices will not need to be cancelled in the event of a positive COVID case. However, all IECC colleges will follow the recommendations of their local health department related to quarantine, isolation and the need to cancel/reschedule games and practices.
 - If the team knows it has a positive case(s), but has not yet heard from the local health department, athletics staff will err to the side of caution and abstain from practice/competition until such guidance is received.
 - If the team has a cluster of cases (2 or more from the same sport in a 24 hour window) all athletic related activities will be paused until cleared to proceed by the local health department or the college president.
- **Local Health Care Department Contact Information:**
 - Frontier Community College
Wayne County Health Department
(618) 842-5166

- Lincoln Trail College
Crawford County Health Department
(618)544-8798
- Olney Central College
Richland County Health Office
(618) 392-6241
- Wabash Valley College
Wabash County Health Department
(618) 263-3873

Game Day (Fall Scrimmages or Spring Games)

- IECC Colleges will only participate in intra-team and intra-district scrimmages for the first two weeks of the practice season.
- After this two-week period, if RTP protocols prove effective, IECC Colleges will only compete against other Region 24 Division I or II teams in the Fall 2020 Season. All colleges with which we compete must adhere to similar operating procedures regarding monitoring athletes/coaches for COVID-19. *There will be no out-of-state travel (to non-Region 24 sites) allowed in the Fall term.*
- The host team is responsible for temperature checks as visiting team disembarks vehicles.
 - Prior to departure from home campus, the visiting team must provide to the host school a final travel roster, with recorded temperature and questionnaire answers for each athlete.
 - If any athlete has a temperature of 100.4°F or greater upon arrival, the game/match will be postponed. Games/matches will be rescheduled when possible.
- If any athlete or coach records a temperature of 100.4°F or greater, that individual will not be permitted to travel with other players and must self-quarantine.
- Representatives of IECC will verify and document that all arriving members have answered “no” to the questions on the NJCAA questionnaire.
- **In-Game Processes**
 - Visiting team is responsible for supplying their own supplies (water, towels, etc.)
 - No visitors/guests will be permitted in dugout/bench area or within 6’ of players
 - There will be one representative from each team at the pre-game/pre-match meeting
 - No post-game or pre-game handshakes (teams, coaches, referees)
 - Six feet distance between people for any discussion on the court/field

- Host team will provide cleaning materials for visiting team
 - Sanitation wipes
 - Disinfectant sprays

Additional considerations:

- Gameday staff will follow all the same safety protocols as athletes and coaches.
- Each athlete must have their own personal water bottle.
- Follow IDPH capacity guidelines for athletic spaces
 - Limit athletic training room occupancy to allow for social distancing
 - Athletes and staff/coaches in locker rooms will observe social distancing
 - IECC colleges will not offer concessions.

Indoor Sports (Volleyball, Men's & Women's Basketball)

- No spectators will be allowed in the facility. Games may be streamed and made available online.
- IECC will adhere to IDPH occupancy guidelines – current capacity is 50 people total in facility.
- Maximum of 20 people for home & visiting team (Including players/coaches)
- Maximum of 10 game-day personnel in the facility.
- Officials can be used for Fall Scrimmages and Spring Games. Officials can be compensated same amount for both seasons.

Outdoor Sports (Baseball, Golf, Softball, Soccer)

- Spectators must adhere to IDPH guidelines on social distancing. Games may be streamed and made available online.
- Current IDPH capacity for outdoor events is 20% of capacity. Signage will be posted to indicate what seating is open/closed.
- If capacity cannot be determined (i.e. standing areas), all spectators must observe the IDPH Social Distancing Guidelines. IECC game-day staff will enforce this requirement and those who do not comply will be asked to leave the premises.
- Officials will not be used for fall scrimmages in baseball and softball.
- Officials will be used for fall soccer and all outdoor spring games.
- Compensation for officials can be the same rate for fall and spring.

Other Required Protocol

- Travel
- There will be no out-of-state travel to non-Region 24 sites.
- All athletes & coaches are required to wear masks when in college provided transportation.
- Departments will purchase each athlete 2-3 washable masks. Athletes will wear masks while traveling and when entering/exiting athletic complex for practice/competition.

- Hotels
 - Except for post-season/national championship games, there will be no overnight stays.
- Meals
 - No indoor/sit-down restaurants.
 - Pick up/ take out individual portioned meals (box lunches, pizzas).
- Scheduling
 - Efforts to reschedule postponed matches will happen ASAP.
- Multi-Team Events
 - Indoor events will only have members from two institutions in the facility at one time.
 - Capacity remains at 50
 - Socialization between teams is prohibited – no handshakes/fist-bumps.
 - Before another team enters competition arena, the previous team must be fully exited, and all touch points sanitized. This includes officials and game management staff touch points should they change personnel.
 - Recommend 30 minutes between teams exiting/entering competition space.
 - Restrooms are to be cleaned every two hours beginning from the time the first team arrives in the competition venue.
- Individual Participation Sports
 - Multi-team competition is still allowable while still adhering to IDPH and social distancing guidelines.

Officials

- Officials will self-temperature check, prior to arrival. If temperature is 100.4°F or greater, the official will notify the Region Official's assigner and not report to scheduled game. The Region Official Assigner will attempt to find a replacement official. There will be no compensation for that game.
- Officials will be temperature checked and answer NJCAA questionnaire prior to entry into any IECC facility. If temperature of 100.4°F or greater is present or an answer of "yes" to any question, the official will not be permitted in the building and will not work scheduled game. Officials will be compensated the full amount following an arrival to an IECC institution that led to omittance due to failing a temperature check and/or NJCAA questionnaire.
- Competitions can commence with fewer officials than customary, so long as both head coaches agree. The outcome of the game is "official" if both coaches agree to play the game under these conditions.

Sport Specific Protocol

Volleyball

- Gym capacity is 50 persons. No spectators allowed.
- Maximum of 20 visiting personnel allowed
- Ball “shaggers” will count toward host school’s personnel
- Host will not be required to provide a waiting area/room when gym is already at capacity
 - Avoid showing up early for tournaments
- 30 minutes between matches for cleaning when hosting three or more teams
 - Disinfect
 - Bench chairs
 - Officials stands
 - Flags (only when personnel change takes place)
- Visiting team/players arrive dressed if possible
 - Providing dressing room/ locker room at host’s discretion and if adheres to IDPH guidelines.

Soccer

- One team representative at pre-match meeting
- Goalies do not share gloves
- Provide adequate bench space as per IDPH
- Do not share warm up pennies (soccer jersey’s)

Golf

- Players will keep own scorecard
 - Group scorecard audit following match
 - Pin remains in
 - Scoring official wears gloves to collect cards
 - One person per cart when carts are used (players, coaches, administrators)

Basketball

- Gym capacity is 50 persons. No spectators allowed.
- Maximum of 20 visiting personnel allowed
- Locker room and halftime space cleaning is required prior to competition
- Host will not be required to provide a waiting area/room when gym is already at capacity
 - Avoid showing up early for tournaments
- 30 minutes between matches for cleaning when hosting three or more teams
 - Disinfect
 - Bench chairs
 - Balls after play has ended
- Visiting team/players arrive dressed if possible
 - Providing dressing room/ locker room at host’s discretion and if adheres to IDPH guidelines.

Baseball/Softball

- One team representative at pre-match meeting
- Each athlete will use their own helmet (no sharing)
- Each athlete will use their own bat (no sharing)

During these uncertain times, IECC has a comprehensive plan for protecting the health and well-being of our students, faculty, and staff, with the continued goal of providing a quality education. Our mission is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

Additional items for Spring return-to-play competition:

- Students will return to campus no later than two weeks before Spring competition. Students unable to do so will be required to quarantine and not compete in athletic events until 14 days from their arrival has passed.
- Athletes must self-certify no COVID symptoms prior to returning. They must self-certify that there has been no known contact within the last two weeks with a positive person.

Agenda Item #10D

FY2021 Budget

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: September 15, 2020

RE: Fiscal Year 2021 Budget

The Fiscal Year 2021 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 August 18 regular meeting.

For Fiscal Year 2021, the Operating expenditures of the budget compared to Fiscal Year 2020 are as follows:

	<u>FY21</u>	<u>FY20</u>
Education Fund	\$26,462,914	\$29,179,620
Operations & Maintenance Fund	<u>\$ 3,752,799</u>	<u>\$ 3,757,866</u>
Total Operating Funds	\$30,215,713	\$32,937,486

The District has complied with all the notice and budget hearing requirements for the Fiscal Year 2021 Budget. I ask that the Board approve the Fiscal Year 2021 Budget for Illinois Eastern Community Colleges as presented.

RG/akb

Agenda Item #10E

Health & Dental Insurance

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: September 15, 2020

RE: Health & Dental Insurance – Calendar Year 2021

The District has received renewal rates for the group health and dental insurance plans for the calendar year 2021. The Board must consider renewal of the District's health and dental insurance plans.

There will be four plan offerings for health insurance, with a \$250 deductible plan, a \$1,500 deductible plan, a \$2,650 deductible plan, and a \$6,000 deductible plan.

The District will contribute \$780.07 per month for health benefits and \$30.96 per month for dental benefits. The calendar year 2021 premiums represent a flat renewal for health insurance and dental insurance.

In addition to health and dental insurance, employees will continue to have the option to purchase identity theft protection services, vision, critical illness, accident, term life, and long-term disability insurance at their own expense.

By choosing one of the Qualified High Deductible Plans (\$1,500, \$2,650, or \$6,000 deductible) the employee will qualify for a Health Savings Account (HSA). The District will continue to offer the Medical Reimbursement Plan (MRP) for eligible employees that waive coverage through the group health plan.

The recent history of the District's health rate increases follows:

Rate Increase History

January 1, 2013 – December 31, 2013	5.6% Increase
January 1, 2014 – December 31, 2014	12.3% Increase (Includes 3.3% for ACA)
January 1, 2015 – December 31, 2015	(5.6%) Decrease
January 1, 2016 – December 31, 2016	15.3% Increase
January 1, 2017 – December 31, 2017	2.2% Increase (New IECC Marketplace Structure)
January 1, 2018 – December 31, 2018	7.5% Increase
January 1, 2019 – December 31, 2019	(9.2%) Decrease
January 1, 2020 – December 31, 2020	(4.4%) Decrease
January 1, 2021 – December 31, 2021	(Flat)

As required by the Affordable Care Act, the January 1, 2021 renewal for BCBS will continue to include Level 2 employees who average between 30 – 39.99 hours of service per week. These employees are eligible for health insurance benefits and will pay 9% of their gross wages towards the cost of the premium.

In addition to the group health plans being considered the District has secondary coverage options for individuals who have primary coverage through Medicare. As these plans operate as a Medicare supplement, the premiums for coverage are slightly less than the primary option. The District will contribute \$558.00 per month for health benefit coverage for eligible employees in 2021.

Attached are the plans that have been negotiated with BCBS to be offered under the IECC Marketplace. I recommend that the Board accept these plans and premiums for calendar year 2021 as outlined in the following attachments.

RG/akb

**IECC Marketplace Options (Health Insurance)
Calendar Year 2021**

Benefit	Option # 1		Option # 2		Option # 3		Option # 4	
Deductible								
- Per Person	\$ 6,000 **		\$ 2,650 **		\$ 1,500		\$ 250	
- Per Family	\$ 12,000 **		\$ 5,300 **		\$ 3,000		\$ 750	
Coinsurance	80%		80%		100%		90%	
Medical Out-of-Pocket								
- Per Person	\$ 6,550		\$ 5,300		\$ 3,000		\$ 1,250	
- Per Family	\$ 13,100		\$ 10,600		\$ 6,000		\$ 2,500	
Rates	Total Premium	EE Net Premium	Total Premium	EE Net Premium	Total Premium	EE Net Premium	Total Premium	EE Net Premium
Employee	\$ 720.98	\$ (59.09)	\$ 780.07	\$ -	\$ 862.06	\$ 81.99	\$ 957.84	\$ 177.77
Employee & Spouse	\$ 1,553.39	\$ 773.32	\$ 1,680.72	\$ 900.65	\$ 1,857.38	\$ 1,077.31	\$ 2,063.77	\$ 1,283.70
Employee & Child(ren)	\$ 1,149.59	\$ 369.52	\$ 1,243.81	\$ 463.74	\$ 1,374.56	\$ 594.49	\$ 1,527.28	\$ 747.21
Full Family	\$ 2,097.88	\$ 1,317.81	\$ 2,269.84	\$ 1,489.77	\$ 2,508.42	\$ 1,728.35	\$ 2,787.13	\$ 2,007.06

**** Embedded deductibles**

**IECC Marketplace Options (Health Insurance - Medicare Primary)
Calendar Year 2021**

Benefit	Option # 1		Option # 2		Option # 3		Option # 4	
Deductible								
- Per Person	\$ 6,000 **		\$ 2,650 **		\$ 1,500		\$ 250	
- Per Family	\$ 12,000 **		\$ 5,300 **		\$ 3,000		\$ 750	
Coinsurance	80%		80%		100%		90%	
Medical Out-of-Pocket								
- Per Person	\$ 6,550		\$ 5,300		\$ 3,000		\$ 1,250	
- Per Family	\$ 13,100		\$ 10,600		\$ 6,000		\$ 2,500	
Rates	Total Premium	EE Net Premium	Total Premium	EE Net Premium	Total Premium	EE Net Premium	Total Premium	EE Net Premium
Employee	\$ 515.72	\$ (42.28)	\$ 558.00	\$ -	\$ 616.65	\$ 58.65	\$ 685.17	\$ 127.17

Agenda Item #10F

Health Savings Accounts, Calendar Year 2021

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: September 15, 2020

RE: Health Savings Accounts, Calendar Year 2021

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

Historically, the Board has contributed \$1,000 to each qualifying employee's HSA on an annual basis. This contribution is for bargaining unit faculty and non-bargaining unit employees working at least 40 hours of service per week and enrolled in one of the three qualifying high-deductible health options. Qualifying employees that begin mid-year receive a pro-rated contribution.

I recommend that the Board make a \$1,000 contribution for Calendar Year 2021 to each qualified employee's HSA. A qualified employee being all bargaining unit faculty employees and all non-bargaining unit employees working at least 40 hours of service per week as defined in Business Procedure 300.1 for Employee Benefits.

RG/akb

Agenda Item #10G

“Resolution declaring the intention to issue funding bonds for the purpose of paying claims against the District.”

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: September 15, 2020

RE: Notice of District's Intent to Issue Funding Bonds

Due to concerns the State of Illinois will not pay the money due the District for credit hour reimbursement, the Board of Trustees issued General Obligation Bonds on September 15, 2020, to meet the financial obligations of the District. These bonds will be used for community college purposes to defray the ordinal and necessary cost of operating the District.

The District is obligated to repay these bonds out of future revenues, the District can now sell Funding Bonds to pay off this debt. The District has historically levied 15 cents per hundred dollars of EAV for bond principal and interest and these bonds would be paid within the existing historic rate. The Funding Bonds repayment schedule would wrap around the repayment schedule for the District's currently outstanding, but expiring bonds. The first payment for the Funding Bonds will be in 2021 and the bonds are anticipated to be paid off in December of 2023.

These bonds would be issued subject to a petition period. If a petition signed by sufficient electors of the District asking that the issuance of the Bonds be submitted to referendum, an election on the issuance of these bonds would be held on the 6th day of April 2021. If no such petition is filed within said thirty (30) day period, then the District shall thereafter be authorized to issue the Bonds.

The Board's action tonight would not be to issue the actual bonds but declare the Board's intention to issue these bonds. The actual issuance of the bonds would occur at the October Board meeting.

I ask the Board to approve a motion of intent to issue Funding Bonds in the amount not to exceed \$2,500,000.

RG/akb

Attachment

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, in said Community College District at 7:00 o'clock P.M., on the 15th day of September, 2020.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely and Sutton Dunn (non-voting student trustee).

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

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

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

The Chairman announced that in view of the current financial condition of the District, the Board of Trustees would consider the adoption of a resolution setting forth and describing in detail outstanding claims against the District, declaring its intention to issue funding bonds to pay claims against the District, and directing that notice of such intention be published.

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

RESOLUTION setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds for the purpose of paying claims against Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and directing that notice of such intention be published as provided by law.

* * *

WHEREAS, pursuant to the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended (the "*Act*"), Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), is authorized to issue bonds to pay claims against the District; and

WHEREAS, the District has presently outstanding and unpaid claims in the aggregate amount of \$2,500,000 (the "*Claims*"), all of the Claims having been heretofore authorized and allowed for proper community college purposes; and

WHEREAS, there are not sufficient funds on hand and available with which to pay the Claims, and the Board of Trustees of the District (the "*Board*") has determined and does hereby determine that it is necessary and in the best interests of the District that the Claims be paid from proceeds of bonds in the principal amount of \$2,500,000 (the "*Bonds*"); and

WHEREAS, before the Bonds can be issued pursuant to the Act, the Board must examine and consider the Claims and must adopt a resolution declaring the Claims to be authorized and allowed for proper community college purposes, set forth and describe in detail the Claims, declare its intention to issue the Bonds for the purpose of paying the Claims and direct that notice of such intention to issue the Bonds be given as provided by law; and

WHEREAS, the Board has examined and considered the Claims:

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

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

Section 2. The Claims. The Claims are the District's outstanding Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, and it is hereby found, determined and declared that the Claims are presently outstanding and unpaid, were heretofore authorized and allowed for proper community college purposes and constitute valid and binding obligations of the District.

Section 3. Declaration of Intent; Retention of Underwriter and Approval of Bond Counsel and Disclosure Counsel. The Board does hereby (a) declares its intention to avail the provisions of Article 3A of the Act and to issue Bonds in the amount of \$2,500,000 for the purpose of paying the Claims, (b) retains First Midstate Inc., Bloomington, Illinois, as Underwriter or Placement Agent, as applicable, and (c) approves of Chapman and Cutler LLP, Chicago, Illinois, as bond counsel to the Underwriter or Placement Agent, as applicable, and disclosure counsel to the Underwriter, as applicable, with respect to the proposed issuance of said bonds.

Section 4. Notice of Intent. In accordance with the provisions of Section 5 of the Local Government Debt Reform Act of the State of Illinois, as amended, notice of said intention to avail of the provisions of Article 3A of the Act and to issue the Bonds shall be given by publication of such notice once in the *Olney Daily Mail*, the same being a newspaper of general circulation in the District.

Section 5. Form of Notice. The notice of intention to issue the Bonds shall be in substantially the following form:

**NOTICE OF INTENTION OF
COMMUNITY COLLEGE DISTRICT NO. 529,
COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS
TO ISSUE \$2,500,000 FUNDING BONDS**

PUBLIC NOTICE is hereby given that on the 15th day of September, 2020, the Board of Trustees (the "*Board*") of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), adopted a resolution declaring its intention and determination to issue bonds in the aggregate amount of \$2,500,000 for the purpose of paying presently outstanding and unpaid claims against the District, all of which unpaid claims have been heretofore authorized and allowed for proper community college purposes and it is the intention of the Board to avail of the provisions of Article 3A (Sections 3A-6 to 3A-9, inclusive) of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and to issue said bonds for the purpose of paying such unpaid claims.

A petition may be filed with the Secretary of the Board (the "*Secretary*") within thirty (30) days after the date of publication of this notice, signed by not less than 6,116 voters of the District, said number of voters being equal to ten per cent (10%) of the registered voters of the District, requesting that the proposition to issue said bonds as authorized by the provisions of said Article 3A be submitted to the voters of the District. If such petition is filed with the Secretary within thirty (30) days after the date of publication of this notice, an election on the proposition to issue said bonds shall be held on the 23rd day of February, 2021, unless none of the voters of the District are scheduled to cast votes for any candidates for nomination for, election to or retention in public office at said election, in which case an election on the proposition to issue said bonds shall be held on the 6th day of April, 2021. The Circuit Court may declare that an emergency referendum should be held prior to either of said election dates pursuant to the provisions of

Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the District shall thereafter be authorized to issue said bonds for the purpose hereinabove provided.

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

DATED this 15th day of September, 2020.

Renee Smith

Secretary, Board of Trustees,

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

G. Andrew Fischer

Chairman, Board of Trustees,

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

Section 6. Further Proceedings. If no petition signed by the requisite number of voters is filed with the Secretary of the Board within thirty (30) days after the date of the publication of such notice of intention to issue the Bonds, the Board shall, by appropriate proceedings to be hereafter taken, fix the details concerning the issue of the Bonds and provide for the levy of a direct annual tax to pay the principal and interest on the same.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Repealer and Effective Date. All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed and that this Resolution be in full force and effect forthwith upon its adoption.

Adopted September 15, 2020.

Chairman, Board of Trustees

Secretary, Board of Trustees

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

After a full and complete discussion thereof, the Chairman directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: G. Andrew Fischer, Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely and the following Trustees voted NAY: _____

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

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

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

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

CERTIFICATION OF MINUTES AND RESOLUTION

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 15th day of September, 2020, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds for the purpose of paying claims against Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and directing that notice of such intention be published as provided by law.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 15th day of September,
2020.

Secretary, Board of Trustees

Agenda Item #10H

Affiliation Agreements

**Richland Nursing and Rehab
Hamilton Memorial Rehab and Health
Edwards County Ambulance Service
SIUE Pathology Program**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: September 15, 2020
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 affiliation agreements with Richland Nursing and Rehab located in Olney, Illinois and Hamilton Memorial Rehab and Health in McLeansboro, Illinois, for the Nursing Programs located at Olney Central College. IECC wishes to enter into an affiliation agreement with Edwards County Ambulance Service located in Albion, Illinois for Emergency Response Training located at Frontier Community College. IECC wishes to enter into an affiliation agreement with SIUE Pathology Program located in Edwardsville, Illinois for Nursing students within the IECC District.

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

RG/rs

Attachments

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING PROGRAM
FCC - LTC - OCC - WVC

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 9th day of September, 2020
by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,
FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL
COLLEGE and WABASH VALLEY COLLEGE, for its Associate Degree Nursing Program
(hereinafter referred to as DISTRICT #529) and Richland Nursing and Rehab
900 E. Scott Street, Olney, IL 62850 (hereinafter referred to as AGENCY:
(City) (State)

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care for
observation and participation by the students and faculty of the DISTRICT #529, Associate
Degree Nursing Program subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the
Associate Dean and/or Department Head of the Associate Degree Nursing Program on behalf of
DISTRICT #529 and the Administrator, and the Director of Nursing Service on behalf of the

AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

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

The specific assignment of learning experiences to specific students will be made and arranged by the Nursing Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Supervisor or Coordinator on behalf of the AGENCY. Nursing Faculty assumes full responsibility and supervision of the nursing 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 Nursing Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of nursing care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing 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.

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

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

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

6. The faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing 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 Director of Nursing Service, on behalf of the AGENCY, and by the A.D. Department Head and/or Associate Dean, on behalf of DISTRICT #529.

9. The students and instructors 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. Nursing Faculty and nursing 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 faculty and students.

13. An annual review of the agreement will be made every three years. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Associate Degree Nursing Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their nursing laboratory experience needed for graduation at the AGENCY.

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

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE

Olney Central College

Vice President or
Director of Nursing Services

Department Head of Nursing, ADNP

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

Revised: 08/02/89; 8/25/92

08/17/94; 10/05/94;

12/12/94; 10/2000; 7/04; 5/16

Reviewed: 04/28/97; 10/08

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING PROGRAM
FCC - LTC - OCC - WVC

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 14th day of August, 2020
by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,
FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL
COLLEGE and WABASH VALLEY COLLEGE, for its Associate Degree Nursing Program
(hereinafter referred to as DISTRICT #529) and Hamilton Memorial Rehab and Health
Center, 609 S. Marshall, McLeansboro, IL 62859 (hereinafter referred to as AGENCY:
(City) (State)

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care for
observation and participation by the students and faculty of the DISTRICT #529, Associate
Degree Nursing Program subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Department Head of the Associate Degree Nursing Program on behalf of DISTRICT #529 and the Administrator, and the Director of Nursing Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

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

The specific assignment of learning experiences to specific students will be made and arranged by the Nursing Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Supervisor or Coordinator on behalf of the AGENCY. Nursing Faculty assumes full responsibility and supervision of the nursing 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 Nursing Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of nursing care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing 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.

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

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

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

6. The faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing 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 Director of Nursing Service, on behalf of the AGENCY, and by the A.D. Department Head and/or Associate Dean, on behalf of DISTRICT #529.

9. The students and instructors 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. Nursing Faculty and nursing 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 faculty and students.

13. An annual review of the agreement will be made every three years. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Associate Degree Nursing Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their nursing laboratory experience needed for graduation at the AGENCY.

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

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE

Frontier Community College

Vice President or
Director of Nursing Services

Department Head of Nursing, ADNP

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

Revised: 08/02/89; 8/25/92

08/17/94; 10/05/94;

12/12/94; 10/2000; 7/04; 5/16

Reviewed: 04/28/97; 10/08

AFFILIATION AGREEMENT

Between

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

FRONTIER COMMUNITY COLLEGE

and

EDWARD'S COUNTY AMBULANCE SERVICE

for

EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 15th day of September, 2020, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and EDWARD'S COUNTY AMBULANCE SERVICE, Albion, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical field training practice by students of the PROGRAM, and

WHEREAS, the AGENCY has agreed to make its facilities available to the PROGRAM students and faculty of the DISTRICT for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness on behalf of the DISTRICT and the Director 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. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;

4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical field training objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Field Training Officer; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical field training setting;
10. The AGENCY's Director will coordinate with the DISTRICT and the AGENCY's Field Training Officer to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives; students will be charged with maintaining evaluation forms to be completed by the AGENCY appointed Field Training Officer;
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;

15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT 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;
17. The faculty and students of the DISTRICT participating in the clinical field training experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff; the AGENCY will coordinate with the DISTRICT PROGRAM faculty and director to determine AGENCY staff who will serve as Field Training Officers during the duration of the four-paramedic course series. AGENCY staff will be expected to read and acknowledge acceptance of the FCC EP's Field Training Officer Field Training Guide, read and acknowledge acceptance of a FERPA (Family Educational Rights and Privacy Act) tutorial, and complete an FTO agreement provided by the DISTRICT PROGRAM.
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. 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. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
22. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 15th day of September, 2020.

EDWARD'S COUNTY AMBULANCE SERVICE

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

Director

Chairman, IECC Board of Trustees

Chairman, Edward's County Ambulance
Service Board

CEO, Illinois Eastern Community Colleges

PARTNERSHIP AGREEMENT - Renewal

This Partnership Agreement (“Agreement”) is effective as of the date of the last party to sign below and is between the **Board of Trustees of Southern Illinois University**, a body politic and corporate of the State of Illinois, governing Southern Illinois University Edwardsville, including its School of Nursing, (“SIUE”) and **Illinois Eastern Community College** (“IECC”), a community college organized and existing under the laws of the State of Illinois.

WHEREAS, SIUE and IECC share a common pride and a history of serving the Southern Illinois region with high quality educational programs and offering curricula that combine various disciplines in arts and sciences with programs that prepare students for careers in various fields; and

WHEREAS, SIUE and IECC desire to enter into this Agreement to establish a Pathway RN/BS Program to increase opportunities for student access to and success in a Nursing education by mutually agreeing to clarify transfer policies and procedures that assure articulation between programs and to assist students in making a seamless transfer of IECC course work to SIUE for the completion of the baccalaureate degree in Nursing;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. Purpose - The purpose of this Associate degree to Bachelor’s degree Pathway Program is for IECC students to be able to obtain a Bachelor’s degree in Nursing at SIUE after attending Illinois Eastern Community College. IECC students will complete an Associate degree and the majority of the general education requirements in preparation for attending the RN/BS Program at SIUE School of Nursing. Upon completion of the requirements of both institutions, a student will qualify for an Associate in Applied Science degree from IECC, and then a Bachelor of Science degree in nursing from SIUE. Sample curricula outlining how a typical student would be able to satisfy the requirements is attached to this Agreement. The two institutions agree to inform each other of any future curriculum changes so that the basic Agreement remains in force as curriculum changes occur at either school.

II. Policies and Procedures for Operation of Pathway RN/BS Program

A. Student Admissions Eligibility

1. A student is required to submit a Pathways Application for Admission to SIUE. This application is submitted after the student is enrolled in the Associate Degree in Nursing track at IECC. Although a student will be admitted to SIUE upon receipt of the application, the student will not matriculate to SIUE until minimum admission standards have been achieved and all prerequisite coursework is completed. This should be accomplished through the successful completion of the outlined curriculum included in this Agreement.

2. The SIUE program curriculum will remain unchanged from a student's point of admission throughout continuous enrollment and timely completion of degree requirements. A student failing to complete requirements within the timeline established by SIUE policy may be subject to new and/or revised requirements.
3. Prior to the student's anticipated entry term, SIUE will review the student's academic progress to ensure that admission requirements to the University have been satisfied. Students meeting requirements will be eligible to enroll at that time.
4. A student who is satisfactorily completing the first two semesters of the curriculum at IECC as outlined in the BS in Nursing Partnership progression plan and has completed required prerequisite coursework, will be admitted directly to the SIUE RN/BS program and may enroll in NURS 240R and NURS 335R during their third and fourth semester, prior to obtaining RN licensure. Once a student has successfully completed the ADN program at IECC and licensure as a registered nurse is obtained, a student may progress through the remaining RN/BS nursing courses (NURS 472R, 475R, 484R, and 480R). Upon enrollment in NURS 475R, SIUE will award 40 or 43 proficiency credits for nursing course work completed in the associate degree within the nursing program at IECC.

C. Academic Standing & Retention

Once admitted to SIUE, students will be subjected to standard retention requirements applied to all SIUE students. Students must maintain a cumulative GPA of 2.0 to remain in good academic standing. Upon matriculation to SIUE, students must adhere to the SIUE and individual RN/BS program of study retention standards.

D. Transfer of Coursework

Upon receipt of official transcripts from IECC, SIUE will record all transfer credit to the student's record as articulated.

III. SIUE Responsibilities

- A. Designate a contact person to handle all communication with IECC that relates to the administration of the Pathway RN/BS Program.
- B. Each semester will provide IECC with a list of IECC students enrolled in the Pathway RN/BS Program.
- C. Inform IECC of any current and planned changes to the curriculum that may impact the operation of the Pathway RN/BS Program.
- D. Consult with, and obtain approval of, the IECC Vice President of Marketing and Communications prior to using IECC name and/or logo in any recruitment materials for the Pathway RN/BS Program.

IV. Illinois Eastern Community College Responsibilities

- A. Designate a contact person to handle all communication with SIUE that relates to the administration of the Pathway RN/BS Program.

- B. At the completion of each semester of the IECC curricula, provide SIUE's Office of the Registrar with official transcripts of IECC students enrolled in the Pathway RN/BS Program. The transcripts are to be forwarded to Box 1080, Edwardsville, IL 62026-1080.
- C. Inform SIUE of any current and planned changes to the curriculum that may impact the operation of the Pathway RN/BS Program.
- D. Consult with, and obtain the approval of the SIUE Office of Marketing and Communications prior to using the SIUE name and/or logo in any recruitment materials for the Pathway RN/BS Program.

V. Term - The term of this Agreement shall begin on August 1, 2020 to July 31, 2025. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods unless terminated by either party with or without cause, with 120 days prior written notice to the other party. Termination, however, will not be effective without a negotiated phase-down agreement for students currently enrolled.

VI. Relationship of the Parties - The parties agree that they are independent contractors, and that nothing contained in this Agreement is to be construed as making the parties partners or joint venturers. For purposes of the subject matter of this Agreement, the employees, officers and agents of one party shall not be employees, officers, or agents of the other party and may not hold themselves as such nor may they make any representations or commitments on behalf of the other party. Both parties, however, through their employees, officers, and agents, may represent such matters and understandings as are contained in this Agreement.

VI. Notices - All notices pursuant to this Agreement shall be made in writing and will be deposited in the United States mail, postage prepaid, addressed to the following designated representatives for each party or emails sent via institutional email servers. Each entity may designate a new representative for the purpose of this Agreement by providing notice to the other.

Southern Illinois University Edwardsville
Roberta Harrison
Academic Programs
Alumni Hall 2110
Campus Box 1066
Edwardsville, IL 62026-1066
618-650-3927 roberha@siue.edu

Illinois Eastern Community College
Theresa Marcotte Associate Dean
305 N. West Street
Olney, IL 62450
618-395-7777 x 2136
marcottet@iecc.edu

With a copy to:
Southern Illinois University Edwardsville
Attn: Associate General Counsel
Campus Box 1019
Edwardsville, IL 62026
contracts@siue.edu

VII. Mutual Understandings

- A. Compliance – Performance pursuant to this Agreement shall comply with all federal, state, and local laws, regulations, ordinances, and orders. Further, each party shall be governed by the applicable and mandatory policies, procedures, and regulations established by their governing bodies, any accrediting bodies, and any other agency with oversight obligations in the implementation and interpretation of this Agreement.
- B. Non-Discrimination - The parties agree that neither party shall, in the performance of this Agreement, discriminate against any individual on the basis of race, religion, sex, sexual orientation, creed, marital status, national origin, physical or mental disability unrelated to ability, or unfavorable discharge from military service not including dishonorable discharge.
- C. Program Promotion - Each party shall advertise the program that is the subject of this Agreement so that it is disseminated to prospective and existing students by reasonable means, which may include, but is not limited to, the Internet, student catalogs, view books, program brochures, and other advertising. Advertising copy for the Pathway RN/BS Program shall be reviewed and approved in writing by each party prior to publication. Each party shall have a royalty-free, non-transferrable, limited, non-exclusive right to use the name, trademarks, and logos of the other party solely in the advertising for the Pathway RN/BS Program during the term of this Agreement. Upon expiration or termination of this Agreement, the parties shall cease and desist from using the other party's name, trademarks or logos in any manner.
- D. Cooperation - Each party shall encourage and maintain a high degree of cooperation between their support staffs in the operation of this Agreement.
- D. Waiver - Waiver by either party of any term or provision of this Agreement shall not constitute a waiver of any other terms or provisions. To be effective, any waiver, change, discharge or termination of any provision of this Agreement shall be in writing signed by both parties.
- E. Confidentiality of Student Education Records – Each party shall comply fully with all provisions of the Family Education Rights and Privacy Act (FERPA) in performance of obligations pursuant to this Agreement. Subject to FERPA, the parties shall share student records to the extent necessary to operate the Pathway RN/BS Program and shall protect such records from unauthorized disclosure.
- F. Applicable Law - Questions of validity, execution, construction, and interpretation which may arise hereunder shall be governed by the laws of the state of Illinois without reference to conflict of law principles.
- G. Severability - If any clause or provision of this Agreement, or the application of any clause to a particular context or to a particular situation, circumstance or person, should be held unenforceable, invalid or in violation of law by any court, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

- H. Amendments - This Agreement may be amended only by written addendum signed by both parties.
- I. Entire Agreement - This Agreement and its attachments constitute the entire agreement between the parties pertaining to the Pathway RN/BS Program and supersedes all prior written or verbal agreements between the parties.
- J. Counterparts – This Agreement may be signed in counterparts, each and every one of which shall be deemed an original, notwithstanding variations in format or file designations, which may result from the electronic transmission, storage and printing of copies of this Agreement from separate computers or printers. Facsimile and electronic signatures shall be treated as original signatures.

IN WITNESS WHEREOF, each party is signing this Agreement on the date stated below that party's signature.

**BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY
COLLEGE**

**BOARD OF TRUSTEES OF
ILLINOIS EASTERN COMMUNITY**

By: _____
 Laura Bernaix, Dean, School of Nursing
 Nursing
 Southern Illinois University Edwardsville
 College

By: _____
 Theresa Marcotte, Associate Dean of
 and Allied Health Illinois Eastern Community
 College

Date: _____

Date: _____

By: _____
 Rodney Ranes, President Olney Central College

By: _____
 Dr. G. Andrew Fischer, Chairman
 IECC Board of Trustees

Pathway Program ADN to BS

Illinois Eastern Community Colleges			Southern Illinois University Edwardsville		
Associate Degree			Bachelor Degree		
First Semester			General Education Requirements		
<u>IECC Course</u>		<u>Hours</u>	<u>General Ed courses that can be taken at IECC²</u>		<u>Hours</u>
ENG 1111 ³	Composition I	3	MTH 1103/1104	Liberal Arts/Quantitative Reasoning	3
SPE 1101 ³	Fundamentals of Eff. Speaking	3	MTH 1131 ³	Introduction to Statistics	3
SOC 2101	Principles of Sociology	3	Fine Arts	ART 1101/1105; DRA 1111; MUS 1101	3
PSY 1101	General Psychology I	3	IS/EGC	ART 2181/2191; LIT 2101/2131/2132/2142/2181; MUS 2131/2132; PHI 2121	3
IECC Total Hours		12	PHI 1201 ³ /2141 ³	Ethics/Ethics-Medical Community	3
	Second Semester		PHI 2111 ³	Intro to Logic	3
<u>IECC Course</u>		<u>Hours</u>	Physical Science	CHEM 1110; GEG 1101; MTH 1102; GEL 1110	3
NUR 1201	Nursing I	10	SS/LS/PS	Additional Social/Life/ Physical Science	3
LSC 21111	Human Anatomy & Physiology I	4	Elective	Elective	4
ENG 1121 ³	Composition and Analysis	3	Total		28
IECC Total Hours		17		SIUE Semester One-Post ADN & RN License	
	Third Semester		SIUE Course		Hours
<u>IECC Course</u>		<u>Hours</u>	NURS 475R	Care of Populations	4
NUR 1202	Nursing II	10	NUR 472R	Scholarly Inquiry: Connecting Research to Practice	3
PSY 2109	Human Growth & Development	4	Total		7
LSC 2112	Human Anatomy & Physiology II	4		SIUE Semester Two-Post ADN & RN License	
IECC Total Hours		17	SIUE Course		Hours
	Fourth Semester		NURS 484R	Quality, Safety & the Prof Nurse Capstone I	4
<u>IECC Course</u>		<u>Hours</u>	NURS 480R	Nurs Ldrship in Health Care Systems Capstone II	4
NURS 240R ^{1,4}	Pathophysiology (SIUE)	4	Total		8
LSC 2110	Microbiology	4		Bachelor of Science Total	120
NUR 2201	Nursing III	10			
IECC Total Hours		14			
SIUE Total Hours		4			
	Fifth Semester				
<u>IECC Course</u>		<u>Hours</u>			
NURS 335R ^{1,4}	Health Assessment Strategies (SIUE)	3			
NUR 2202	Nursing IV	10			
NUR 2205	Registered Nurse Review Course	2			
IECC Total Hours		12			
SIUE Total Hours		4			

**Students must complete 50% or more of SIUE degree requirements at SIUE (120 hours are required for graduation).

¹SIUE School of Nursing Online Courses.

²Students need to complete these courses to meet general education and SIUE university graduation requirements.

³Courses must be completed prior to NURS 475R

⁴Credit hours not included in IECC total hours.

Transfer Center
618-650-2133
transfercredit@siue.edu

10/29/2019

Agenda Item #10I

Wabash Valley College Cafeteria Lease

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: June 16, 2020
RE: Lease Agreements

The following lease is submitted for Board consideration and action:

IECC/MRM3 – This lease with MRM3 is for use of the cafeteria at Wabash Valley College and includes approximately 3,500 sq/ft of the David L. Hart Building. The lessee agrees to provide at minimum breakfast and lunch on the days when Wabash Valley College is open. The lease period is September 21, 2020 through June 30, 2021 at a monthly rent of \$500.

RG/sc

Attachments

LEASE AGREEMENT
BETWEEN
MRM3 LLC
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 15th day of September, 2020 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and MRM3 LLC, whose address is 8836 Shore Drive, Newburgh, Indiana 47630 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. The LESSOR hereby leases to the LESSEE the following premises: The Cafeteria portion of the David L. Hart Building of Wabash Valley College, 2200 College Drive, Mt. Carmel, Il 62863 (approximately 3,500 sq. ft.), to be used exclusively as food services facilities.
3. To have and to hold the premises with the appurtenances, including without limitation all cafeteria equipment presently located on the premises, under the following terms: commencing September 21, 2020 through June 30, 2021 and may be terminated by either party giving the other ninety (90) days written notice.
4. The LESSEE shall have the right to use, with the obligation to maintain, the LESSOR's Point of Sale equipment. Maintenance and support of equipment is provided as is with no warranty. Lessee will be responsible for establishing appropriate Merchant Identification numbers for processing debit and credit transactions.
5. The LESSEE shall pay the LESSOR an amount not to exceed Five Hundred (\$500.00) monthly. The rent shall be due and paid by the 5th day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
6. The LESSEE shall operate at minimum the cafeteria for breakfast and lunch on the days in which Wabash Valley College is open.
7. The LESSOR shall reimburse the LESSEE for all costs incurred by the LESSEE for the LESSOR's student meal plans. The LESSEE is responsible for all sales and applicable taxes.

8. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service and electricity.
9. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
10. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to the LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
11. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.
12. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
13. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR, prior to occupying the premises, a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the premises and building when said premises and building are being used.
14. Workmen's Compensation Insurance shall be maintained by LESSOR.
15. The LESEEE shall not assign this Lease Agreement or sublet the premises without the prior written consent of the LESSOR.
16. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice.

Agenda Item #11

BID COMMITTEE REPORT

September 15, 2020

Lincoln Trail College

1. Performing Arts Building

MEMORANDUM

TO: Board of Trustees
FROM: Bid Committee
DATE: September 15, 2020
RE: Lincoln Trail College Performing Arts Building

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

The Bid Committee recommends acceptance of the bid received from L. J. Swingler & Sons, Inc. for a total of \$853,800.

Company	Total Bid
Grunloh Building, Inc. Effingham, IL	\$923,475
Grunloh Construction, Inc. Effingham, IL	\$1,024,000
Heritage Builders Effingham, IL	\$907,797
L. J. Swingler & Sons, Inc. Teutopolis, IL	\$853,800
Wolfe Construction Company of Vincennes, Inc. Vincennes, IN	\$1,051,000

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Lincoln Trail College – Performing Arts.

Source of Funds: Gladys Jones Estate and Lincoln Trail College Foundation.

Rationale for Purchase: The proposal from L. J. Swingler & Sons, Inc. was the lowest responsible bidder in conformity with the bid specifications.

The "Advertisement for Bids" was placed in the Robinson Daily News for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

REQUEST FOR PROPOSAL
ILLINOIS EASTERN COMMUNITY COLLEGES

LINCOLN TRAIL COLLEGE WILL RECEIVE SEALED BIDS FOR MATERIAL AND LABOR REQUIRED FOR: **THE PERFORMING ARTS BUILDING**, ROBINSON, ILLINOIS ACCORDING TO DRAWINGS AND SPECIFICATIONS AS PREPARED BY **WALK ARCHITECTURE, LLC**, EFFINGHAM, ILLINOIS UNTIL SEPTEMBER 8, 2020 AT 10:00 A.M. AT IECC DISTRICT OFFICE, OLNEY, ILLINOIS AT WHICH TIME AND PLACE ALL BIDS WILL BE PUBLICLY OPENED AND READ.

PRE-BID CONFERENCE

A pre-bid conference for Prime Bidders will be held at 10:00 a.m. local time on August 25, 2020 beginning at the Lincoln Trail College Student Center visitor's parking lot.

METHOD OF BIDDING

Lump sum bids will be received for the following: Contract No. 1: Complete construction.

BID SECURITY

A Bid Bond or Certified Check made payable to the Owner in the amount of five percent (5%) of the bid shall be submitted with each bid as guarantee that the bid will not be withdrawn within thirty (30) days after the date of opening of bids, and that the successful bidder will enter into a Contract for the work awarded him.

The successful bidder will be required to furnish a satisfactory Performance Bond and a Labor and Material Payment Bond for the full amount of the bid accepted.

PREVAILING WAGE RATES

Contractors and Subcontractors shall be required to comply with the Prevailing Wage Rates as determined by the Illinois Department of Labor and adopted by the County. The contractor of award will be required to submit monthly Certified Payroll Records for the entire project.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

PROPOSAL REJECTION AND IRREGULARITIES

The right is reserved by the Owner to reject any or all bids or waive any informality in any bid and to accept any bid considered advantageous to the Owner.

BID DOCUMENTS

Copies of the Drawings and Specifications may be obtained by Prime Contractors from Walk Architecture, LLC, phone: 217.821.3276, 17125 East 2000th Avenue, Effingham, Illinois by depositing \$50.00 for each set up to two (2) sets. Actual Bidders will be refunded their deposit for the first two sets. Subcontractors (Contractors not bidding direct to Owner) and Material Suppliers will be charged \$25.00 (Non-Refundable) for each set.

EQUAL OPPORTUNITY EMPLOYER

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

Agenda Item #12

District Finance

A. Financial Report

B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES	
DISTRICT #529	
TREASURER'S REPORT	
August 31, 2020	
FUND	BALANCE
Educational	\$8,520,580.82
Operations & Maintenance	\$1,672,966.49
Operations & Maintenance (Restricted)	\$3,422,656.48
Bond & Interest	\$963,153.75
Auxiliary	\$1,228,272.24
Restricted Purposes	(\$1,017,482.71)
Working Cash	\$3,411,900.69
Trust & Agency	\$474,433.53
Audit	\$10,751.18
Liability, Protection & Settlement	\$503,069.01
TOTAL ALL FUNDS	\$19,190,301.48
Respectfully submitted,	
Ryan Hawkins, Treasurer	

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
August 31, 2020

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 8,535,881	\$ 1,672,966	\$ 3,422,656	\$ 963,154	\$ 1,248,772	\$ (1,017,483)
Investments	-	1,500,000	-	-	5,323,245	-
Accounts Receivable	1,687,160	320,704	-	-	593,981	-
Other Receivables	782,941	-	-	-	-	488,086
Restricted Cash	-	-	226,284	-	-	-
Inventory	-	-	-	-	525,167	-
Other Assets	-	-	-	-	-	482,933
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 11,005,982	\$ 3,493,670	\$ 3,648,940	\$ 963,154	\$ 7,691,165	\$ (46,464)
LIABILITIES						
Accounts Payable	\$ (1,886)	\$ (445)	\$ 74,574	\$ -	\$ (5,586)	\$ 1,149
Accrued Payroll Liabilities	(228,131)	-	-	-	-	-
Other Accrued Liabilities	112,150	-	40,332	-	96,587	515
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	(117,867)	(445)	114,906	-	91,001	1,664
FUND BALANCES						
Non-Spendable	-	-	-	-	525,167	-
Restricted	-	3,494,115	3,534,034	963,154	-	-
Unassigned	11,123,849	-	-	-	7,074,997	(48,128)
Total Fund Balances	11,123,849	3,494,115	3,534,034	963,154	7,600,164	(48,128)
Total Liabilities and Fund Balances	\$ 11,005,982	\$ 3,493,670	\$ 3,648,940	\$ 963,154	\$ 7,691,165	\$ (46,464)

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
August 31, 2020

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 3,411,901	\$ 474,434	\$ 10,751	\$ 503,069	\$ 19,226,101
Investments	3,001,755	-	-	-	9,825,000
Accounts Receivable	-	-	-	-	2,601,845
Other Receivables	-	134,474	-	-	1,405,501
Restricted Cash	-	-	-	-	226,284
Inventory	-	-	-	-	525,167
Other Assets	-	-	-	-	482,933
Due From Other Funds	-	-	-	-	-
Total Assets	\$ 6,413,656	\$ 608,908	\$ 10,751	\$ 503,069	\$ 34,292,831
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 67,806
Accrued Payroll Liabilities	-	-	-	-	(228,131)
Other Accrued Liabilities	-	892	-	-	250,476
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	892	-	-	90,151
FUND BALANCES					
Non-Spendable	6,413,656				6,938,823
Restricted	-		10,751	503,069	8,505,123
Unassigned	-	608,016	-	-	18,758,734
Total Fund Balances	6,413,656	608,016	10,751	503,069	34,202,680
Total Liabilities and Fund Balances	\$ 6,413,656	\$ 608,908	\$ 10,751	\$ 503,069	\$ 34,292,831

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended August 31, 2020

		Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES							
Property Taxes		\$ 665,148	\$ 301,888	\$ -	\$ 538,939	\$ -	\$ -
Replacement Taxes		75,889	-	-	-	-	-
ICCB Grants		-	-	-	-	-	-
Federal Grants		-	-	-	-	-	156,297
Tuition & Fees		5,238,480	525,840	-	-	95,029	-
Charges for Services		-	-	-	-	604,981	-
Interest		4,228	2,988	-	-	-	-
Other Revenues		2,946	4,458	-	-	50,895	36,375
	Total Revenues	<u>5,986,691</u>	<u>835,174</u>	<u>-</u>	<u>538,939</u>	<u>750,905</u>	<u>192,672</u>
EXPENDITURES							
Payroll		1,198,245	104,518	-	-	143,983	170,566
Benefits		275,600	27,106	-	-	23,039	53,215
Contractual Services		68,392	30,243	-	-	13,716	87,604
Supplies		208,860	32,624	-	-	535,202	357,599
Travel		5,537	-	-	-	7,458	10,561
Fixed		102,852	2,804	-	-	134,189	80
Utilities		4,978	93,694	-	-	-	-
Capital Outlay		45,597	-	15,969	-	-	61,461
Other		12,270	-	-	-	13,785	35,030
Scholarships, Student Grants, & Waivers		1,915,563	-	-	-	71,320	25,937
	Total Expenditures	<u>3,837,894</u>	<u>290,989</u>	<u>15,969</u>	<u>-</u>	<u>942,692</u>	<u>802,053</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures		<u>2,148,797</u>	<u>544,185</u>	<u>(15,969)</u>	<u>538,939</u>	<u>(191,787)</u>	<u>(609,381)</u>
TRANSFERS							
Transfers In		-	-	-	-	-	-
Transfers Out		-	-	-	-	-	-
	Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance		<u>2,148,797</u>	<u>544,185</u>	<u>(15,969)</u>	<u>538,939</u>	<u>(191,787)</u>	<u>(609,381)</u>
Fund Balance - Beginning		8,975,052	2,949,930	3,550,003	424,215	7,791,951	561,253
Fund Balance - Ending		<u>\$ 11,123,849</u>	<u>\$ 3,494,115</u>	<u>\$ 3,534,034</u>	<u>\$ 963,154</u>	<u>\$ 7,600,164</u>	<u>\$ (48,128)</u>

Illinois Eastern Community Colleges
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
For the Period Ended August 31, 2020

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
REVENUES					
Property Taxes	\$ -	\$ -	\$ 20,127	\$ 195,246	\$ 1,721,348
Replacement Taxes	-	-	-	-	75,889
ICCB Grants	-	-	-	-	-
Federal Grants	-	-	-	-	156,297
Tuition & Fees	-	-	-	-	5,859,349
Charges for Services	-	6,490	-	-	611,471
Interest	-	43	-	199	7,458
Other Revenues	-	443,529	-	-	538,203
Total Revenues	-	450,062	20,127	195,445	8,970,015
EXPENDITURES					
Payroll	-	-	-	-	1,617,312
Benefits	-	-	-	73,496	452,456
Contractual Services	-	13,737	-	-	213,692
Supplies	-	57,591	-	-	1,191,876
Travel	-	-	-	-	23,556
Fixed	-	-	-	236,439	476,364
Utilities	-	-	-	-	98,672
Capital Outlay	-	75,068	-	-	198,095
Other	-	-	-	-	61,085
Scholarships, Student Grants, & Waivers	-	36,531	-	-	2,049,351
Total Expenditures	-	182,927	-	309,935	6,382,459
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	267,135	20,127	(114,490)	2,587,556
TRANSFERS					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total Transfers	-	-	-	-	-
Net Change in Fund Balance	-	267,135	20,127	(114,490)	2,587,556
Fund Balance - Beginning	6,413,656	340,881	(9,376)	617,559	31,615,124
Fund Balance - Ending	\$ 6,413,656	\$ 608,016	\$ 10,751	\$ 503,069	\$ 34,202,680

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
August 31, 2020

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2021	2020
ASSETS:		
CASH	\$ 19,190,301	\$ 10,089,566
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	14,500
CDB PROJECT TRUST	226,284	76,508
INVESTMENTS	9,825,000	19,150,000
RECEIVABLES	3,954,652	3,614,976
INVENTORY	525,167	475,646
OTHER ASSETS	482,933	463,650
FIXED ASSETS (Net of Depr)	16,085,383	14,710,927
TOTAL ASSETS AND OTHER DEBITS:	\$ 50,325,520	\$ 48,617,073
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ (228,131)	\$ 3,756
ACCOUNTS PAYABLE	105,252	347,386
INTERFUND PAYABLES	-	-
DEFERRED REVENUE	138,456	125,075
L-T DEBT GROUP (FUND 9)	7,537,985	5,667,603
OPEB (Prior Year Restated for GASB 75 Implementation)	15,855,669	15,780,483
OTHER LIABILITIES	-	-
TOTAL LIABILITIES:	23,409,231	21,924,303
FUND BALANCES:		
FUND BALANCE	19,637,885	21,074,808
INVESTMENT IN PLANT (Net of Depr)	16,085,383	14,710,927
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(23,393,654)	(21,448,086)
RESERVE FOR ENCUMBRANCES	14,586,675	12,355,121
TOTAL EQUITY AND OTHER CREDITS	26,916,289	26,692,770
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 50,325,520	\$ 48,617,073

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2019-2021**

College	Category	FISCAL YEAR 2019			FISCAL YEAR 2020			FISCAL YEAR 2021			% of Year
		Budget	Spent Thru June	% of Bdgt	Budget	Spent Thru June	% of Bdgt	Budget	Spent Thru June	% of Bdgt	
Frontier	Bills		\$ 101,019			\$ 90,755			\$ 60,230		
	Payroll		233,930			224,551			191,553		
	Waivers		250,712			247,657			255,133		
	Totals	\$ 4,550,604	585,661		\$ 4,370,599	562,963	13%	\$ 3,899,789	506,916	13%	17%
Lincoln Trail	Bills		\$ 160,630			\$ 137,937			\$ 111,673		
	Payroll		214,263			209,816			172,394		
	Waivers		399,896			401,113			483,194		
	Totals	\$ 4,788,234	774,789		\$ 5,365,117	748,866	14%	\$ 4,943,901	767,261	16%	17%
Olney Central	Bills		\$ 293,188			\$ 234,177			\$ 176,351		
	Payroll		403,576			414,317			347,431		
	Waivers		353,609			427,600			435,283		
	Totals	\$ 7,449,755	1,050,373		\$ 7,669,580	1,076,094	14%	\$ 7,047,772	959,065	14%	17%
Wabash Valley	Bills		\$ 184,319			\$ 199,236			\$ 146,123		
	Payroll		282,805			290,831			264,193		
	Waivers		552,305			667,562			542,456		
	Totals	\$ 6,236,897	1,019,429		\$ 6,449,215	1,157,629	18%	\$ 5,988,433	952,772	16%	17%
Workforce Educ.	Bills		\$ 33,499			\$ 30,460			\$ 23,769		
	Payroll		117,800			124,502			110,074		
	Waivers		3,057			1,257			140,598		
	Totals	\$ 4,258,339	154,356		\$ 4,396,670	156,219	4%	\$ 3,349,386	274,441	8%	17%
District Office	Bills		\$ 49,660			\$ 44,240			\$ 30,752		
	Payroll		158,881			147,091			122,475		
	Waivers		-			-			-		
	Totals	\$ 1,519,023	208,541		\$ 1,551,484	191,331	12%	\$ 1,410,117	153,227	11%	17%
District Wide	Bills		\$ 341,354			\$ 316,358			\$ 361,656		
	Payroll		116,155			115,158			94,642		
	Waivers		27,168			31,958			58,899		
	Totals	\$ 2,883,536	484,677		\$ 3,107,121	463,474	15%	\$ 3,576,315	515,197	14%	17%
GRAND TOTALS		\$31,686,388	\$ 4,277,826	14%	\$ 32,909,786	\$ 4,356,576	13%	\$30,215,713	\$ 4,128,879	14%	17%

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

August 31, 2020

							Increase
							(Decrease)
		FY 2021			FY 2020		
			% of			% of	
		Amount	Total		Amount	Total	
							\$
							%
Salaries		1,302,762	31.55%	\$ 1,526,266	35.03%	\$ (223,504)	-14.644%
Employee Benefits		302,706	7.33%	347,046	7.97%	(44,340)	-12.776%
Contractual Services		98,636	2.39%	270,545	6.21%	(171,909)	-63.542%
Materials		241,484	5.85%	188,434	4.33%	53,050	28.153%
Travel & Staff Development		5,537	0.13%	12,155	0.28%	(6,618)	-54.447%
Fixed Charges		105,655	2.56%	50,134	1.15%	55,521	110.745%
Utilities		98,671	2.39%	139,364	3.20%	(40,693)	-29.199%
Capital Outlay		45,597	1.10%	27,669	0.64%	17,928	64.795%
Other		1,927,831	46.69%	1,794,963	41.20%	132,868	7.402%
		\$ 4,128,879	100.00%	\$ 4,356,576	100.00%	\$ (227,697)	-5.227%

Agenda Item #13

Executive Session

Agenda Item #14

Approval of Executive Session Minutes

- A. Written Executive Session Minutes**
- B. Audio Executive Session Minutes**

Agenda Item #15

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: September 11, 2020
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the September Personnel Report. Additional information for items 400.1, 400.4, 400.5, and 400.6 have been sent under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Approval of Proposed Non-College Employment**
- 400.3. Academic Year 2020-2021 Educational Level Change**
- 400.4. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty**
- 400.5. Resignation Ratification**
- 400.6. Retirement Ratifications**

PERSONNEL REPORT

400.1. Employment of Personnel

C. Classified

1. Diana Dietrich, Bookkeeper, DO, effective September 28, 2020.

400.2. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Lisa Hoipkemier	Daviess Community Hospital Washington, IN	36

400.3. Academic Year 2020-2021 Educational Level Change

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Sarah Bergbower	M+12	M+24	\$1,000

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

1. Academic Year 20-21 Office Hours

400.5. Resignation Ratification

A. Professional Non-Faculty, Exempt

1. Jennifer Stroughmatt, Retention Coordinator, WVC, effective September 13, 2020.

400.6. Retirement Ratifications

A. Administrative

1. Julie Higginbotham, Assistant Dean of Student Services, LTC, effective January 1, 2021.
2. Jeanette Wiles, Assistant Dean of Student Services, FCC, effective January 1, 2021.

Agenda Item #16

Collective Bargaining

**A. Memorandum of Agreement with IEA/NEA Academic Year 2020-
2021 Office Hours**

Agenda Item #17

Litigation

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

