

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

December 12, 2017



Location:

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

**Dinner – 6:00 p.m. – Cafeteria
Meeting – 7:00 p.m. - Cafeteria**

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**

**December 12, 2017
7:00 p.m.
Wabash Valley College**

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
6. Policy First Reading (and Possible Approval) Bruce
 - A. 100.31 Preventing Sexual Misconduct Policy
 - B. 200.6 Allied Health Technology Requirements Policy
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. Allied Health Technology Program Fee Bruce
 - B. Lease Agreement with Twin Rivers Bruce
 - C. Educational Services at Lawrence and Robinson Correctional Centers Bruce
 - D. Motorcycle Safety Training - FCC - LTC - OCC - WVC Bruce
 - E. Affiliation Agreements
 - Carle Richland Memorial Hospital - Health Informatics - FCC
 - Crawford Memorial Hospital - Basic Nurse Assistant - LTC
9. Bid Committee Report Bruce
 - A. None
10. District Finance
 - A. Financial Report Browning
 - B. Approval of Financial Obligations Browning
11. Chief Executive Officer's Report Bruce

- 12. Executive Session Bruce
- 13. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes Bruce
 - B. Audio Executive Session Minutes Bruce
 - C. Review of Semi-Annual Executive Session Minutes Bruce
- 14. Approval of Personnel Report Bruce
- 15. Collective Bargaining Bruce
- 16. Litigation Bruce
- 17. Other Items
- 18. 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, in said Community College District at 7:00 o'clock P.M., on Tuesday, November 21, 2017.

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

G. Andrew Fischer, John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, James Lane, Jan Ridgely. Also present was Madison Ferreira, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(Note: In accordance with Board of Trustees Policy No. 100.4, the student trustee shall have an advisory vote, to be recorded in the Board Minutes. The advisory vote may not be counted in declaring a motion to have passed or failed.)

Also present at this meeting, in addition to trustees:

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

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Jeff Cutchin, Chief Academic Officer.

Renee Smith, Executive Assistant to CEO/Board Secretary.

Michael Thomas, Dean of Workforce Education.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes of the Regular Meeting, Tuesday, October 17, 2017 were presented for disposition.

Board Action: Trustee James Lane made a motion to approve minutes of the foregoing meeting as prepared. Student Trustee Madison Ferreira 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 was adopted.

AGENDA #3 - “Public Hearing on 2017 Tax Levy” -

1. **Public Hearing:** The Chairman announced that the next agenda item for the Board of Trustees was a public hearing to receive comments on the 2017 Tax Levy.

2. **Motion to Recess Regular Meeting and Reconvene Following Hearing:** “The Chair announced he would entertain a motion that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing”

3. **Public Hearing:** Trustee Brenda Culver moved that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing. Trustee Gary Carter 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.
4. **Motion to Convene Tax Levy Hearing:** Trustee Brenda Culver made the following motion: “I move that Illinois Eastern Community College District 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne, and White now convene a Tax Levy Hearing on this 21st day of November, 2017. The purpose of the Tax Levy Hearing is to receive public comments on the 2017 Tax Levy.” Trustee James Lane 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.
5. **Public Hearing:** The Chairman declared that the Board is now in a hearing on the 2017 Tax Levy. The Secretary was directed to call the roll for attendance. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely, and Madison Ferreira, student trustee. Trustees Absent: None.
6. **Public Hearing:** The Chairman declared that a quorum is present and the Tax Levy Hearing is now open.
7. **Public Oral Testimony:** The Chairman asked if any members of the public wished to provide oral testimony on the 2017 Tax Levy. There were none.
8. **Public Written Testimony:** The Chairman asked if any members of the public wished to provide written testimony concerning the 2017 Tax Levy. There were none.
9. **Public Hearing Adjourned:** The Chairman announced that all persons desiring to be heard have been given an opportunity to provide oral or written testimony with respect to the 2017 Tax Levy. Hearing no additional requests, the Chair asked for a motion to conclude and adjourn the hearing. Trustee Al Henager made a motion to conclude and adjourn the hearing. Trustee Brenda Culver seconded the motion. The Chair directed the Secretary to call the roll. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely, and Madison Ferreira, student trustee. Trustees Absent: None. The Chair declared the motion carried, and the Tax Levy Hearing was adjourned. The Chair stated that pursuant to the prior motion, the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

AGENDA #4 – “Recognition of Visitors & Guests” –

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

#4-B. IECEA Representative: John Kendall, IECEA President was present and expressed appreciation for the work of the Board of Trustees.

AGENDA #5 – “Public Comment” - None.

AGENDA #6 – “Reports” -

#6-A. Report from Trustees: - None.

#6-B. Report from Presidents: Electronic and written reports were presented by the Presidents.

#6-C. Report from Cabinet: - None.

AGENDA #7 – “Policy First Reading (and Possible Approval) – None.

AGENDA #8 – “Policy Second Reading” - None.

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

#9-A. Certificate of Compliance with the Truth in Taxation Law: The CEO recommended approval for the Chairman to sign the Truth in Taxation Certificate of Compliance, containing the following statements relative to this community college district:

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

The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law. The certificate applies to the 2017 levy.

Board Action: Trustee Brenda Culver made a motion to approve the Certificate of Compliance with the Truth in Taxation Law as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. Certificate of Tax Levy for FY2019: Mr. Browning reviewed the Certificate of Tax Levy, showing the following sums to be levied on the taxable property of this community college district:

the sum of \$ 2,712,500 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and

the sum of \$ 1,162,500 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1),
and

the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance
purposes (110 ILCS 805/3-14.3), and

the sum of \$ 450,000 to be levied as a special tax for purposes of the Local Governmental and
Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and

the sum of \$ 200,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and

the sum of \$ 80,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and

the sum of \$ 0 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and

the sum of \$ 100,000 to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2017.

Number of bond issues of said community college district which have not been paid in full: 2. This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

Board Action: Trustee James Lane made a motion to approve the Certificate of Tax Levy as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. GASB Designation of Tax Levy Year: Mr. Browning reviewed certain GASBE guidelines regarding tax levies. Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District's tax levy is to be recognized as income. Currently, the Board of Trustees does a levy and extension for taxes based upon calendar years which overlap the District's school year and the District's fiscal year. The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2017 will be collected late in calendar year 2018 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2019 (July 1, 2018 – June 30, 2019).

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

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2017 concerning tax levies and extensions

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

That the sum of Two Million Seven Hundred Twelve Thousand Five Hundred Dollars (\$2,712,500) be levied as a tax for Educational purposes; and the sum of One Million One Hundred Sixty Two Thousand Five Hundred Dollars (\$1,162,500) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Thousand Dollars (\$200,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty Thousand Dollars (\$80,000) be levied as a special tax for Financial Audit purposes; and the sum of Four Hundred Fifty Thousand Dollars (\$450,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of One Hundred Thousand Dollars

(\$100,000) be levied as a special tax for Worker's Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2017 to be collected in the year 2018; and that the income from the levy for the year 2018 be allocated 100% for Fiscal Year 2019.

Board Action: Trustee Al Henager made a motion to adopt the foregoing resolution regarding designation of the tax levy year as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-D. Holiday Calendar 2018: The CEO recommended approval of the proposed holiday schedule for administrative, technical, professional/non-faculty, clerical, and maintenance staff for calendar year 2018 as presented.

Board Action: Trustee James Lane made a motion to approve the Holiday Calendar for Calendar Year 2018 as recommended. Student Trustee Madison Ferreira seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-E. Apprenticeship Program Fee: The CEO recommended an apprenticeship fee of \$3 per credit hour for all core courses in any particular program. This fee will assist in offsetting the cost of administering the apprenticeship process.

Board Action: Trustee Brenda Culver made a motion to approve the Apprenticeship Program fee of \$3.00 per credit hour for all core courses in any particular program. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-F. Board Meeting Dates and Locations for 2018: The CEO recommended approval of the following Board Meeting Dates and Locations for 2018:

Tuesday, January 16, 2018, 7 p.m., Lincoln Trail College
Tuesday, February 20, 2018, 7 p.m., Olney Central College
Tuesday, March 20, 2018, 7 p.m., Wabash Valley College
Tuesday, April 17, 2018, 7 p.m., Frontier Community College
Tuesday, May 15, 2018, 7 p.m., Lincoln Trail College
Tuesday, June 19, 2018, 7 p.m., Olney Central College
Tuesday, July 17, 2018, 7 p.m., Wabash Valley College
Tuesday, August 21, 2018, 7 p.m., Frontier Community College
Tuesday, September 18, 2018, 7 p.m., Lincoln Trail College
Tuesday, October 16, 2018, 7 p.m., Olney Central College
Tuesday, November 20, 2018, 7 p.m., Wabash Valley College
Tuesday, December 11, 2018, 7 p.m., Frontier Community College

Board Action: Trustee Gary Carter made a motion to approve the Board Meeting Dates and Locations for 2018 as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-G. Newton Power Plant Assessment: The CEO reviewed a draft of a settlement agreement for the Newton Power Plant's Equalized Assessed Valuation (EAV).

The Newton Power Plant has two generating units. During the existing 3 year EAV agreement, Dynegy took Unit #2 out of service, which could reduce the value of the facility. Dynegy accepted a proposed EAV of \$52,500,000. The taxing bodies agreed that the EAV would be \$33,500,000 for the taxing years 18, 19 and 20. Dynegy agreed to make Payment in Lieu of Taxes (PILOT) to the taxing bodies on \$19,000,000 with the payment on \$33,500,000 and the PILOT of \$19,000,000, the taxing bodies will receive tax revenues as if the EAV was \$52,500,000.

A few final details remain to be resolved, but taxing bodies have been asked to approve this portion of the settlement now. The CEO recommended approval of the proposed agreement. The final entire agreement will be presented for approval at a later Board meeting.

Board Action: Trustee John Brooks made a motion to approve the agreement with Dynegy for the Newton Power Plant Assessment. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-H. Nursing TEAS Exam Requirement: Applicants to the IECC Associate Degree in Nursing program must take the Test of Essential Academic Skills (TEAS) exam prior to the ranking deadline. The test may be taken up to two times per ranking period and the scores are good for 24 months from the ranking deadline. It is recommended that the validity of the TEAS scores be extended to 36 months instead of the current 24 months. The CEO recommended approval of extending the TEAS scores for program admission from the current 24 months to 36 months.

Board Action: Trustee Al Henager made a motion to extend the validity of the TEAS scores for the Associate Degree in Nursing Program to 36 months as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-I. CPR Course Fee: The CEO recommended elimination of the current CPR card fee and allow the program to utilize the current Cost Recovery Fee to recover the cost of the American Heart Association card fee and related required material as appropriate.

Board Action: Trustee James Lane made a motion to eliminate the current CPR card fee and allow the program to utilize a Cost Recovery Fee to recover the cost of the American Heart Association card fee and related required material. Trustee Brenda Culver seconded the motion and on a recorded roll call vote

ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-J. Memorandum of Understanding with Wabash Area Development: The CEO recommended approval of the following Memorandum of Understanding between the Wabash Area Development Head Start and Early Head Start Program and WVC's Small World Day Care Center. Under this agreement, each party will work collaboratively to screen and select Pre-Kindergarten children and refer children to each other's programs.

MEMORANDUM OF UNDERSTANDING
AND
LINKAGE AGREEMENT
BETWEEN

WABASH AREA DEVELOPMENT INC. HEAD START/EARLY HEAD START PROGRAM
And
SMALL WORLD—WABASH VALLEY COLLEGE
PRE-K AGREEMENT

**This is a collaborative agreement which describes the intentions for the above two entities to work in partnership to support early childhood care and education of the families with preschool age children in the community.*

In order to support comprehensive services and support for these families both parties agree to:

1. Establish and maintain open lines of communication with each other.
2. After children have been screened, meet with Head Start for the selection process for appropriate placement.
3. If families selected for the school Pre-K program are already enrolled in Head Start, it will be explained to families that they need to remain in Head Start as both programs are collaborating with this Preschool for All/Pre-K program. Head Start can provide many services that Pre-K cannot (health, dental, vision, etc). The school can provide center-based services that Head Start does not.
4. Routinely refer children to each others program and share waiting lists with each other.
5. When applicable with parent consent, each partner will release development screening results, health screenings, medical information, etc. in order for families to receive services in each program.

SPECIAL EDUCATION AGREEMENT

*The following agreement is for the purpose of promoting cooperation in serving families with children who may be in need of special education. **It is not a legally binding contract.***

Head Start agrees to:

1. a. Screen all children enrolled for potential problems in the areas of physical and dental health within 90 days of enrollment.
- b. Screen all children enrolled for potential problems in speech, vision, hearing and development within 45 days of enrollment.
- c. Complete other assessments through observation and discussion with parents.

d. Obtain a child development history on each child.

2. All children failing any section of the developmental rescreen will be referred to the school district, with parent permission, for further evaluation. We will complete referral paperwork and include results from our screenings. We will assist parents with transportation to the school for evaluations and meetings. We will assist the school in contacting parents and relaying messages.

3. We wish to participate in all conferences including the IEP and Annual Review. Head Start staff that may attend will be the teacher/home visitor, health staff, or site supervisor depending on conditions and availability of staff.

4. Head Start will dual enroll children with the school district as deemed appropriate in the IEP. We will attempt to accommodate placement in our classroom or home based program. Head Start is willing to be a placement option for children eligible for Special Education and related service if deemed appropriate at the IEP and parents are in agreement.

5. We will conference with all teachers of dual enrolled children to ensure continuity of programs, building on and reinforcing the objectives set on the IEP.

6. Head Start will obtain written consents of parents to share all information to and from the school district. We will request copies of all evaluations done and all conferences including the IEP. We will observe confidentiality of the information shared.

7. We will notify you of any child in our Early Head Start program meeting disability criteria who turns three years old at least six months in advance of their turning three years of age.

8. Head Start will assist parents in understanding their rights under the provisions of Part B IDEA.

Head Start will participate in transition meetings with Early Intervention and the local school district for all children with disabilities entering the school systems. Head Start will prepare the child and parent for a smooth transition into the school system. Visiting and conference activities will be coordinated with the school personnel.

Head Start will collaborate with the school district to provide one-on-one training to Head Start staff working with the dual enrolled child. An example of this training might be for the Head Start teacher/home visitor to observe and work with the child and the speech therapist during a session.

The school district agrees to:

1. Refer to Head Start when a child does not meet eligibility requirements for a school program or when dual enrolling with Head Start would benefit the child.
2. Invite Head Start staff to attend staffing, IEP and other reviews and/or ongoing conferences on all children in Head Start. If possible, CC the copy of the letter sent to the parent of the child enrolled in the Head Start program.
3. Contact Head Start for our assistance when there is difficulty connecting with or getting response from a parent.
4. Conduct evaluations as needed on children referred for further assessments when the Head Start screening indicates a concern.
5. With written consent of parent, share reports both verbally and written with the appropriate Head Start staff.

KINDERGARTEN TRANSITION AGREEMENT

The following section is for the purpose of promoting smooth and timely transition for the children and families leaving Head Start and going to kindergarten. This agreement allows for anticipation, orientation and information sharing for the families leaving Head Start and going into kindergarten.

Head Start agrees to:

1. Provide all families leaving Head Start to go on to kindergarten with the booklet, “*Head Start to Kindergarten: Another Step Forward*”. The booklet will include a listing of all schools addresses, phone numbers, principal’s name, and names of the kindergarten teachers in Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White County school districts.
2. Encourage families to participate in their pre-school round-up and kindergarten registrations. Head Start will provide transportation assistance if necessary.
3. Give the families a copy of their child’s physical, dental and shot records from the program’s files to take with them to their child’s kindergarten registration.
4. Plan, do, and review transition activities with families to help with concerns and raise awareness of the important development milestones. Examples of activities are: reading books about kindergarten and separation, drawing pictures, making books, role playing, etc.
5. Plan, do, and review field trips to local kindergarten classrooms.

The school district agrees to:

1. Provide Head Start with the needed information for compiling the transition booklet.
2. Contact Head Start Education Coordinator with kindergarten registration dates to assist in keeping families informed.
3. Support the Head Start kindergarten field trip.
4. Support Head Start families' and children's participation in activities during the Head Start kindergarten field trip.

****The following outlines steps to coordinate activities with the local educational agencies serving Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White Counties in which children participating in the Head Start Program will enroll following their departure from Head Start.***

In joint collaboration, both agencies agree to provide the appropriate services to families involved in local service areas of the educational agency. Both agencies and service providers will work together to provide an integrated system of public dissemination and access to programs for families contacting the Head Start program or any of the preschool programs.

Both agencies agree to share information according to the confidentiality guidelines and will not disclose information without written consent.

Both agencies will make and accept referrals meeting the appropriate guidelines, educational activities, curricular objectives and instruction.

Both agencies will work together to meet the needs of the families through selection priorities for eligible children to be served by programs.

Both agencies will respect the human rights and dignity of persons served with provisions of additional services to meet the needs of working parents as applicable.

The collaboration of services will be a united team effort by providing staff training including opportunities for joint staff training in topics such as academic content standard, instructional methods, and social and emotional development.

Both agencies will provide communication and parent outreach for smooth transitions to kindergarten.

Both agencies will address any communication difficulties individually or through intra-agency meetings or program technical assistance.

Both agencies will collaborate as needed in the shared use of facilities, transportation and any other elements agreed to by the parties to such memorandum. This agreement and memorandum will begin September 2017 and continue through September 2018. Agreement will be reviewed and renewed annual.

Board Action: Trustee Al Henager made a motion to approve the MOU between IECC/WVC's Small World Day Care Center and the Wabash Area Development Head Start/Early Head Start Program as recommended. Student Trustee Madison Ferreira seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-K. Easement for Buried Cable - Wabash Communications Cooperative: Wabash Communications has requested an easement over the north part of the campus at Frontier Community College, along the south side of Old Mt. Vernon Road, which is located at the north property line of the college. The easement would be 16.5' in width and would be used to bury an underground communications cable, including conduit, manholes, and surface testing terminals. The CEO recommended approval of the following easement.

For Recorder's Use Only

**BURIED CABLE
FACILITIES
EASEMENT**

No. 897-20517
County Wayne
County ID# 18-02-201-003

Township: 2S Range: 7E
U.S. Survey
Section 2
Line-Map #
Aerial Photo #

Received of Wabash Communications Coop. \$0.00 Dollars (00/100), and other vauable consideration for which the undersigned Illinois Eastern Community College Dist. #529 whose address is: 223 E. Chestnut ST.
Olney, IL 62450, which is part of the: Old Mt Vernon Rd.

hereby grant and convey unto said Cooperative, its respective successors assigns, lessees, licensees and agents a permanent right of way and easement to construct, operate, maintain, inspect, replace and remove it's underground communications system consisting of such buried cables, conduits, manholes, surface testing terminals, markers and all appurtenances thereto, as may be required from time to time upon, over and under a strip of land one rod (16.5 feet) in width, across the land of the undersigned described as follows:

Township, 2S Range 7E Wayne County, Illinois
Sec. 2 3.92 Acres

County ID #: 18-02-201-007
N/2 Lot 15 Industrial Park

Easement shall be along the North property line on the South side of Old Mt Vernon Rd. (900N)

Together with:

- [1] The right of ingress and egress by reasonable routes across the adjoining property of the undersigned to and from said easement.
- [2] The right to place surface markers and surface testing terminals on said strip, such markers and terminals to be placed only on fence
- [3] The right to clear and trim all trees, over-hanging branches, roots, brush, and other obstructions on or adjoining said strip as may be necessary during the construction, operation, and maintenance of said communications system.
- [4] The right to install temporary gates in fences crossing said strip, which fences shall be repaired and restored to their former condition following construction.

The Telephone Cooperative shall be responsible for damage caused to the undersigned's property by the Cooperative, its agents and employees, and shall repair and restore the premises and pay for any crop damage following construction and work. Further, the right of the undersigned to freely use and enjoy their interests in the premises is reserved to them, their heirs, successors, and assigns insofar as the premises thereof does not endanger or interfere with the construction, operation, and maintenance of said communications system, including, without limiting the generality of this reservation, the right to cultivate and grow crops and the right to establish roadways and utility lines across said right of way without the written consent of the Cooperative.

Board Action: Trustee Gary Carter made a motion to approve the easement for buried cable with Wabash Communications Cooperative. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9L. Easement for Vehicle Parking and Travel - Kieffer Development: At the October 17, 2017 Board meeting, the Board of Trustees expressed their intention to approve an easement for the creation of a parking lot upon District property. The legal description of the requested easement has been prepared and follows the easement discussed, and tentatively approved, at the October Board meeting. The easement conveys to Kieffer Development an 98 X 61 extension of the existing student parking lot located west of the Workforce Development Building. It will provide 35 additional parking spaces. The CEO recommended approval of the permanent easement as set forth.

THE GRANTOR, ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 of the County of Richland, State of Illinois; for and in consideration of ten dollars and other good and valuable consideration, does hereby grant, assign and convey, a perpetual easement for vehicle parking and travel on lands of the Grantor, to the GRANTEE, KIEFFER DEVELOPMENT, LLC, an Illinois Limited Liability Company, with offices located in the County of Wabash and State of Illinois, which easement shall be a covenant running with the land for the benefit of that tract acquired by the Grantee described as:

A Tract described as being 30 feet of even width off of the West side of Lot Number 22 and all of Lot Number 23 except 260 feet of even width off of the West side of said Lot Number 23, all in Fairfield Industrial Park, as per plat filed of record in Plat Book Record "B", at page 112, in the office of the Recorder of Wayne County, Illinois.

Said conveyance included an easement as therein described and an additional easement is

Prepared by:
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Fax: 618-842-2230

Board Action: Trustee Gary Carter made a motion to approve the easement for vehicle parking and travel with Kieffer Development. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9M. Emergency Repair OCC Heat Exchanger: One of the heating units on the roof of Olney Central College, made by the Mammoth Corporation has had a failure of the heat exchanger and it needs to be replaced immediately. The Board can utilize the emergency provisions in the state bidding act to allow the District to immediately replace the heat exchanger. The District has received 3 estimates for doing so, \$27,695 from Debra-Kuenpel; \$33,680 from Alpha; and \$48,842 from Merz. The CEO recommended that the Board approve an immediate emergency repair to the OCC heat exchanger at a cost estimated to be \$27,695, and further recommend the Board's approve of the expenditure of up to \$35,000 if unknown contingencies arise.

Board Action: Trustee James Lane made a motion to approve an expenditure for emergency repair to the OCC heat exchanger at an estimated cost of \$27,695 and up to a cost of \$35,000 if unknown contingencies occur. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-N. Affiliation Agreements: The CEO recommended approval of affiliation agreements for the Phlebotomy Program between IECC and Deaconess Hospital, Fairfield Memorial Hospital, and Christopher Rural Health Planning Corporation.

Board Action: Trustee Brenda Culver made a motion to approve affiliation agreements with area health institutions as presented in full, in the Board agenda, as recommended. Student Trustee Madison Ferreira seconded the motion and on a recorded roll call vote the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#11-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of October 31, 2017.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for November 2017 totaling \$2,860,277.01 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 November, 2017, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Chief Executive Officer’s Report” – The CEO’s Report items covered were Correctional Institutions, Board Required Training, Carli Value, and Enrollment.

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

AGENDA #14 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, October 17, 2017.

AGENDA #15 – “Approval of Personnel Report” – Tara Buerster presented the following personnel Report and addendum and the CEO recommended approval.

400.1. Employment of Personnel

A. Faculty

1. Joseph Brown, Truck Driving Instructor, WVC, effective November 27, 2017
2. Brittany Harris, Nursing Instructor, OCC/FCC, effective January 3, 2018

B. Classified

1. Julie Auteberry, TRIO Upward Bound Counselor, DO/WVC, effective December 4, 2017
2. Carrie Thomas, Administrative Assistant, WED, effective November 22, 2017

400.2. FY2018 Administration and Staff Salaries

Full-time employees working before June 1, 2017, are eligible for a wage increase. Employees with hire dates of June 1, 2017, to August 31, 2017, will be eligible for an increase at the six-month anniversary date. Employees with a hire date September 1, 2017 or later are not eligible for the increase. All full-time employees (non-bargaining unit) will receive a 2.5% pay increase, unless otherwise noted.

All increases are effective September 4, 2017, unless otherwise noted.

400.3. Administration and Staff Entry Level Rates

Entry levels for all non-faculty positions will be increased by 1.5%, effective 11-22-17.

400.4. Approval of Proposed Non-College Employment

<u>Year</u>	<u>Name</u>	<u>Employer</u>	<u>Days per Calendar</u>
	Nixie Hnetkovsky	Edwards Co. High School Albion, IL	70
	Robert Mason	McGraw-Hill Higher Education	5

400.5. Resignation Ratification

A. Faculty

1. Amy Scamman, Nursing Instructor, OCC/WVC, effective December 15, 2017

400.6. Retirement Ratification

A. Faculty

1. William Rogers, Workforce Education Instructor, effective December 1, 2017

ADDENDUM

400.7. Retirement Ratification

A. Administration

1. Roger Browning, Chief Finance Officer, effective May 1, 2018

#15-A. Board Action to Amend Personnel Report: Trustee Gary Carter made a motion to amend the Personnel Report, to add an addendum containing Section 400.7 Retirement Ratification, as recommended. Trustee Al Henager 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 that the “Ayes” have it and the motion was adopted.

15-B. Board Action to Approve Amended Personnel Report: Trustee Gary Carter made a motion to approve the amended 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: Andrew Fischer, John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #16 “Collective Bargaining” – None.

AGENDA #17 “Litigation” – None.

AGENDA #18 “Other Items” – None.

AGENDA #19 “Adjournment” – Trustee Gary Carter made a motion to adjourn. Trustee Al Henager 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, and the motion is adopted, and the meeting was adjourned at 8:20 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #4

Public Comment

Agenda Item #5

Reports

- A. Trustees**
- B. Presidents**
- C. Cabinet**

Agenda Item #6

Policy First Reading (and Possible Approval)

Agenda Item #6A

100.31 Preventing Sexual Misconduct Policy

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 12, 2017
RE: Policy 100.31 Preventing Sexual Misconduct Policy

In accordance with Public Act 100-0554, all higher education institutions shall adopt a comprehensive policy concerning sexual violence, domestic violence, dating violence and stalking consistent with governing Federal and State law. While IECC has a policy in place, we do need to add to the current policy language addressing retaliation and consequences of making a false report. The attached policy includes these revisions to our policy 100.31.

I recommend the Board waive the second reading and approve the revised policy.

TLB/rs

Attachment

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 (pending Board approval)

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:
Ashlee Spannagel, Program Director of Grants, Compliance & Outreach
Address: 320 East North Avenue, Noble, IL 62868
Telephone: 618-393-3491
Email: spannagela@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	Tiffany Cowger
Assistant Dean of Student Services	Assistant Dean of Student Services	Assistant Dean of Student Services	Assistant Dean of Student Services
2 Frontier Drive	11220 State Highway 1	305 North West Street	2200 College Drive,
Fairfield, IL 62837	Robinson, IL 62454	Olney, IL 62450	Mt. Carmel, IL 62863
618-847-9133	618-546-2252	618-393-3305	618-263-5535
or 877-464-3687	or 866-582-4322	or 866-622-4322	or 866-982-4322
wilesj@iecc.edu	higginbothamj@iecc.edu	pampea@iecc.edu	cowgert@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
James R. Thompson Center
100 W. Randolph Street, 10th Floor
Chicago, Illinois 60601
Telephone (312) 814-6245
Telephone TTY (866) 740-3953

Illinois Human Rights Commission
James R. Thompson Center
100 W. Randolph, Suite 5-100
Chicago, Illinois 60601
Telephone (312) 814-6269

Illinois Department of Human Rights
222 South College, Room 101-A
Springfield, Illinois 62704
Telephone (217) 785-5100
Telephone TTY (866) 740-3953

Illinois Department of Human Rights
2309 West Main Street
Marion, IL 62959
Telephone (618) 993-7463
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 Employees 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.
- c. 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: Ashlee Spannagel, Program Director of Grants, Compliance, & Outreach, 320 East North Avenue, Noble, IL 62450, 618-393-3491, spannagela@iecc.edu.

B. The Deputy Title IX Coordinators are:

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

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 Athletic Director & Coaches Student Group Advisors & Student Advisors	Faculty/Administrators/Supervisors Athletic Director & Coaches Student Group Advisors & Student Advisors	Faculty/Administrators/Supervisors Athletic Director & Coaches Student Group Advisors & Student Advisors	Faculty/Administrators/Supervisors Athletic Director & Coaches Student Group Advisors & Student Advisors

A. District Office, Human Resources Department (when an employee is involved): 618-393-2982, ext. 5521

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.

- IECC Employee Assistance Program 1-855-775-4357 or www.rsli.acieap.com
- Illinois Coalition Against Sexual Assault: 217-753-4117 or www.icasa.org
- National Sexual Assault Hotline: 800-656-HOPE(4673); <https://www.rainn.org/get-help/national-sexual-assault-hotline>
- 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
- AARDVARC – An Abuse, Rape and Domestic Violence Aid and Resource Collection at www.aardvarc.org
- The Illinois Coalition Against Domestic Violence: 217-789-2830; http://www.ilcadv.org/about_icadv/contact.asp
- Illinois Attorney General's Office: 1-800-228-3368; www.ag.state.il.us/victims/
- Illinois Crime Victims Bill of Rights 725 ILCS 120-1: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1970&ChapterID=54>
- Illinois Crime Victims Compensation Program: 800-228-3368; <http://www.ag.state.il.us/victims/cvc.html>
- 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
2 Frontier Drive
Fairfield, IL 62837
Phone: (618) 842-3711

Megan Black
Eric Resor

Lincoln Trail College
11220 State Highway 1
Robinson, IL 62454
Phone: (618) 544-8657

Tyler Browning
Rena Gower

Olney Central College
305 North West Street
Olney, IL 62450
Phone: (618) 395-7777

Linda Horn
Doug Shipman

Wabash Valley College
2200 College Drive
Mt. Carmel, IL 62863
Phone: (618) 262-8641

Kalie Naas
John Day

Workforce Education
John A. Logan College
Carterville, IL 62918
Phone: (618) 985-3741

Laurel Taylor
Kim Underwood

District Office
233 East Chestnut Street
Olney, IL 62450
Phone: (618) 393-2982

Bonnie Chaplin
Alex Cline

The Chief Executive Officer shall update Appendix A as necessary.

Agenda Item #6B

200.6 Allied Health Technology Requirements

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 12, 2017
RE: Allied Health Technology Policy 200.6

The Nursing faculty, Program Department Heads, Radiography faculty, Associate Dean Theresa Marcotte, and President Rodney Raney have developed the following Allied Health Technology Policy.

Faculty and Nursing leadership have worked to incorporate the use of technology into the curriculum of both programs in order to better prepare students for the workforce. Advisory Councils comprised of practitioners have provided feedback that students need advanced technology skills in order to better transition into employment. This initiative will help address those learning outcomes.

With the advancement of technology usage, this also provides the opportunity to use advanced testing services for students in Allied Health programs. The mandatory use of a device allows faculty to use advanced software for the tests students must take in the program. This technology is similar to current licensure and certification exams and therefore provides an opportunity for students to master computer testing skills. The use of technology also encourages the use of electronic books instead of traditional textbooks.

Students who enroll in the Associate Degree in Nursing Program and the Associate in Applied Science in Radiography degree will be required to purchase an Apple iPad and Apple Care warranty as part of this policy. The associated fee will be reviewed in the next agenda item.

I ask the Board's acceptance of the Allied Health Technology Policy.

TLB/rs

Attachment

Allied Health Technology Requirements Policy (200.6)

Date Adopted: December 12, 2017 (pending Cabinet and Board Approval)

In pursuit of advancing technology within academic programs, the Allied Health Department has instituted technology requirements for enrollment in the Associate in Applied Science in Radiography and Associate Degree in Nursing programs. Allied Health is preparing nursing and radiography students for technology usage in the classroom and clinical setting. This initiative assists in meeting learning outcomes, provides a consistent testing platform, and prepares students for employment in their field.

Effective July 1, 2018, students who enroll in these programs will be required to purchase an Apple iPad that meets the minimum technology requirements as outlined yearly by the Allied Health Department. The purchase of iPads will be coordinated by the Allied Health department and the Illinois Eastern Community Colleges Information Technology staff. Students who currently own an Apple iPad must present their machine for review by IT and AH staff to see if it meets the current minimum technology requirements.

Allied Health Technology Fee

Students in Allied Health programs will be charged a one-time fee based on the actual cost of an Apple iPad and an Apple Care warranty.

The following stipulations are in effect for this initiative:

No exchange or refunds will be provided once the iPad is signed out by the student at the beginning of the academic program.

Devices should be registered with the manufacturer upon setup.

Defective devices should be reported to the manufacturer per the warranty directions.

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Allied Health Technology Program Fee

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 12, 2017
RE: Allied Health Technology Fee

The Allied Health programs have developed a new Allied Health Technology Policy to better incorporate technology into the curriculum for students.

Students who enroll in the Associate Degree in Nursing Program and the Associate in Applied Science in Radiography Degree will be required to purchase an Apple iPad and a two-year Apple Care warranty. The associated warranty will help ensure students have access to Apple services for the duration of the academic program if they have issues with their device. Since this is now a program requirement, it is financial aid eligible.

The fee will be the actual cost of the iPad and Apple Care warranty. Information Technology staff and Allied Health administration will review purchase options yearly.

If a student currently has an iPad device, they can have it reviewed by Allied Health and IT staff to ensure it meets the minimum qualifications for use in the program. Staff will publish the minimum qualifications on a yearly basis.

This fee would be in effect for new students who enroll in the Fall semester of 2018.

I ask the Board's acceptance of the Allied Health Technology Fee.

TLB/rs

Agenda Item #8B

Lease Agreement with Twin Rivers

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 12, 2017
RE: Lease Agreement with Twin Rivers

Lincoln Trail College works closely with the Twin Rivers Regional Vocational System. Twin Rivers current office space is being considered for sale and they need to relocate. Lincoln Trail has space available in the Professional Annex Building.

Lincoln Trail proposes to lease to Twin Rivers approximately 560 square feet of office space for 18 months (January 2018 - June 30, 2019) and charge \$225.00 per month for a total annual lease amount of \$4,050.00.

Twin Rivers has been a cooperative partner of the college and the College District for many years and I ask the Board's approval of this lease.

TLB/rs

Attachment

LEASE AGREEMENT
BETWEEN
TWIN RIVERS REGIONAL VOCATIONAL SYSTEM
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of January, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Twin Rivers Regional Vocational Systems whose address is 301 S. Cross St. Ste 235, Robinson, IL 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC/LTC, 11220 State Hwy 1, Robinson, IL 62454 (Professional Annex Building Room 402 - approximately 560 sq. ft.), and to share common space of the building that includes the restrooms to be used exclusively as an office facility for the facilitation of the Twin Rivers Regional Vocational System to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing January 1, 2018 through June 30, 2019 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Four Thousand Fifty Dollars (\$4,050.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$225.00. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$225.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. 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.
7. 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 LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
8. 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.

9. 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.
10. 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 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 building when said building is being used.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed _____.

LESSEE: Twin Rivers Vocational System

301 S. Cross St. Ste 235
Robinson, IL 62454

By: _____
Its:

WITNESS:

LESSOR: Illinois Eastern Community Colleges

233 East Chestnut
Olney, IL 62450

By: _____
Its: Terry Bruce, Chief Executive Officer

WITNESS:

Agenda Item #8C

Educational Services at Lawrence and Robinson Correctional Centers

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 12, 2017
RE: Educational Services at Lawrence and Robinson Correctional Centers

Before the budgetary crisis in the State of Illinois, under a contract with the Illinois Department of Corrections, Illinois Eastern taught courses at the Lawrence Correctional Facility and the Robinson Correctional Facility. When the state got into financial difficulties, the Department of Corrections started slowly falling behind in payments due the District and then began not paying at all for services provided by the College District to the Department.

As this crisis deepened, the District decided to discontinue the offering of educational courses at the two facilities and asked Lake Land College to provide those educational services.

Lake Land College offered such courses at numerous correctional facilities throughout the state and Lake Land accepted the District's offer to teach courses at the two correctional facilities.

The Illinois Community College Board has determined that the college district in which a Correctional facility is located must consent to a non-resident college teaching courses within the district. Lake Land College has submitted a contract to Illinois Eastern to provide educational services at the Lawrence Correctional Facility and at the Robinson Correctional Facility.

The services provided are essential to the efficient and appropriate operation of these correctional facilities. I wish the District had the financial resources to offer these courses and wait for the State of Illinois to pay for the services rendered. Currently, the State of Illinois does not pay Lake Land in a timely fashion for the delivery of these services and Lake Land is owed millions of dollars for services they have provided. Therefore, I believe it is appropriate to accept this contract with Lake Land College, with the proviso that the District can decide to offer these services by giving notice to Lake Land College and returning to offering services by the District.

I ask the Board's approval of the contract with Lake Land College.

TLB/rs

Attachment

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BOARD OF TRUSTEES OF LAKE LAND COLLEGE DISTRICT NO. 517
AND
BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO.
529**

This Agreement is made and entered into this Xth day of XX, 2017, by and between the Board of Trustees of Lake Land College No. 517, Mattoon, Illinois (“Lake Land”) and the Board of Trustees of Illinois Eastern Community Colleges District No. 529, Olney, Illinois, (“Illinois Eastern”) (together, the “Parties”) in the exercise of their intergovernmental cooperation powers under the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act and their respective powers under the Public Community College Act.

WHEREAS, Lake Land and Illinois Eastern are Illinois Community Colleges organized and existing pursuant to the Illinois Public Community College Act (110 ILCS 805/1-1 *et seq.*) and further governed by the Administrative Rules of the Illinois Community College Board (23 Ill. Admin. Code Part 1501); and

WHEREAS, Part 1501.307(g) of the Administrative Rules of the Illinois Community College Board provides that an Illinois Community College District may extend curricula/credit courses into another Illinois Community College District with the approval of that District; and

WHEREAS, Lake Land wishes to extend curricula/credit courses pursuant to an agreement with the Illinois Department of Corrections in correctional facilities located outside Lake Land’s district boundaries; and

WHEREAS, Illinois Eastern desires to allow Lake Land to provide courses in Illinois Department of Corrections facilities located within Illinois Eastern’s district; and

WHEREAS, Lake Land and Illinois Eastern’s desire to enter into this Intergovernmental Agreement to allow Lake Land to provide such courses in Illinois Department of Corrections facilities located in Illinois Eastern’s district in accordance with the terms and conditions contained herein.

NOW, THEREFORE, IT IS AGREED between the Parties, in consideration of their mutual promises and undertakings as set forth herein and for other good and valuable consideration, as follows:

Section 1 Incorporation of the Preamble Recitals

The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference.

Section 2 Authorization to Offer Programs

Illinois Eastern hereby authorizes Lake Land to provide the Programs as described herein in the identified Illinois Department of Corrections facilities in accordance with the terms of this Agreement.

Section 3 Description of Programs to be Offered

The Parties agree that Lake Land shall provide the following educational programs (“Programs”) at the identified Illinois Department of Corrections facilities located within Illinois Eastern’s district:

Lawrence Correctional Center:

- Construction Occupations
- Culinary Arts
- Custodial Maintenance
- Career Tech
- Any other such program requested by IDOC during the term of this agreement.

Robinson Correctional Center:

- Culinary Arts
- Custodial Maintenance
- Horticulture
- Restaurant Management
- Career Tech
- Any other such program requested by IDOC during the term of this agreement.

Section 4 Term of Agreement

The term of this Agreement shall be for five (5) years commencing on July 1, 2017 and terminating on June 30, 2022. Thereafter, this Agreement shall automatically renew unless either Party sends the other Party a written notice of nonrenewal at least 180 days prior to the termination date.

Section 5 Early Termination

Illinois Eastern shall have the right to terminate this Agreement prior to the expiration of the initial term or any renewal term should Illinois Eastern determine that it wishes to provide the Programs in the identified Illinois Department of Corrections facilities and Illinois Eastern has been approved by the Illinois Department of Corrections to offer such programs under the terms and conditions set forth by IDOC. In such event, Illinois Eastern shall provide Lake Land with a 180-day written notice of early termination.

In the event of such early termination, Illinois Eastern shall allow Lake Land to complete the Contract for Services it has in effect with the Illinois Department of Corrections as of the effective termination date. Lake Land subsequently agrees not to enter into an initial contract, or contract extension with a duration of more than three years to provide educational services to any Illinois Department of Corrections facility covered under this agreement, without the express written consent of Illinois Eastern.

Section 6 Required Filings

Illinois Eastern and Lake Land agree to cooperate with each other with regard to any and all filings and paperwork which may be required by the Illinois Community College Board, the Illinois Department of Corrections, as well as any other body having jurisdiction over the Programs. The Parties further agree to execute a letter to the Illinois Community College Board in substantially the same form as attached to this Agreement as Exhibit A.

Section 7 Miscellaneous Provisions

- A. **Notices.** All notices required to be sent pursuant to this Agreement shall be sent in writing by means capable of providing confirmation of receipt, including (a) deposit with postage pre-paid in the U.S. mail, certified and return receipt requested, (b) an acknowledged overnight carrier such as Federal Express or UPS with accompanying proof of delivery, or (c) personal service. In addition, notice shall also be sent via email to the Parties as listed below:

LAKE LAND COLLEGE:

Dr. Josh Bullock
President
Lake Land College
5001 Lake Land Boulevard
Mattoon, IL 61938
jbullock@lakelandcollege.edu

ILLINOIS EASTERN COMMUNITY COLLEGES:

Mr. Terry Bruce
Chief Executive Officer
Illinois Eastern Community Colleges
233 East Chestnut Street
Olney, IL 62450-2298

brucet@iecc.edu

with a copy to counsel:

Howard A. Metz
Robbins-Schwartz
55 West Monroe Street, Suite 800
Chicago, IL 60603-5144
Email: hmetz@robbins-schwartz.com

- B. **Amendments.** No change, modification or amendment to this Agreement shall be valid unless in writing and approved by the Parties' respective governing boards.
- C. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.
- D. **Signature in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute on and the same instrument.

WHEREFORE, The Parties by their respective officers have executed this Agreement on the dates set forth below.

**Board of Trustees
Lake Land College
District No. 517
Mattoon, Illinois**

**Board of Trustees
Illinois Eastern Community Colleges
District No. 529
Olney, Illinois**

Dave Storm, Chairperson

Dr. G. Andrew Fischer, Chairperson

Ann Deters, Secretary

Renee Smith, Secretary

Agenda Item #8D

**Motorcycle Safety Training
Frontier Community College
Lincoln Trail College
Olney Central College
Wabash Valley College**

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 12, 2017
RE: Motorcycle Safety Agreement with SIU-Carbondale

Southern Illinois University (SIU) has proposed a continuation of their Motorcycle Rider Program facility use agreement for each of the District's four colleges for 2018.

The Board has approved these agreements in the past and SIU has successfully operated Motorcycle Rider Programs at each college.

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

TLB/rs

Attachments

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2018 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Frontier Community College (“FCC”) in Fairfield, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, FCC owns property in Fairfield suitable for offering the Courses; and

WHEREAS, FCC and University agree that offering the Courses at FCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. FCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by FCC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. FCC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from FCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, FCC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of FCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. FCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, FCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless FCC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at FCC. To the extent permitted by law, FCC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of FCC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following:

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to FCC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2018, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
FRONTIER COMMUNITY COLLEGE

By: _____
Carlo Montemagno, Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2018 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Lincoln Trail College (“LTC”) in Robinson, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, LTC owns property in Robinson suitable for offering the Courses; and

WHEREAS, LTC and University agree that offering the Courses at LTC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. LTC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by LTC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. LTC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from LTC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, LTC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of LTC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. LTC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, LTC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless LTC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at LTC. To the extent permitted by law, LTC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of LTC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following:

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to LTC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2018, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
LINCOLN TRAIL COLLEGE

By: _____
Carlo Montemagno, Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2018 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Olney Central College (“OCC”) in Olney, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, OCC owns property in Olney suitable for offering the Courses; and

WHEREAS, OCC and University agree that offering the Courses at OCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. OCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by OCC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000

aggregate coverage. OCC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from OCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, OCC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of OCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. OCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, OCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless OCC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at OCC. To the extent permitted by law, OCC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of OCC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following:

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to OCC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2018, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
Olney Central College

By: _____
Carlo Montemagno, Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2018 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Wabash Valley College (“WVC”) in Mt. Carmel, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, WVC owns property in Mt. Carmel suitable for offering the Courses; and

WHEREAS, WVC and University agree that offering the Courses at WVC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. WVC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by WVC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and

property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. WVC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from WVC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, WVC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of WVC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. WVC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these

coverage's may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, WVC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless WVC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at WVC. To the extent permitted by law, WVC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of WVC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731

1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to WVC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2018, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
Wabash Valley College

By: _____
Carlo Montemagno, Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

Agenda Item #8E

Affiliation Agreements

Carle Richland Memorial Hospital - Health Informatics - FCC
Crawford Memorial Hospital - Basic Nurse Assistant - LTC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 12, 2017
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 the following affiliation agreements:

Carle Richland Memorial Hospital - Health Informatics - FCC
Crawford Memorial Hospital - Basic Nurse Assistant - LTC

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

TLB/rs

Attachments

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

THIS AGREEMENT made and entered into this 12th day of December 2017 by and between

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529
for its Health Informatics Program (hereinafter referred to as ILLINOIS EASTERN COMMUNITY COLLEGES)

and

CARLE RICHLAND MEMORIAL HOSPITAL

(hereinafter referred to as AGENCY):

800 E Locust
Olney IL 62450
618-395-2131

WITNESSETH THAT:

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

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

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

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

faculty. The lead faculty will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

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

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

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

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

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, ILLINOIS EASTERN COMMUNITY COLLEGES lead faculty and student(s). Compensation is not a requirement. Neither ILLINOIS EASTERN COMMUNITY COLLEGES nor AGENCY hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Student(s) shall be covered by professional liability insurance through ILLINOIS EASTERN COMMUNITY COLLEGES prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with ILLINOIS EASTERN COMMUNITY COLLEGES. 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 ILLINOIS EASTERN COMMUNITY COLLEGES's Health Informatics Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

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

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

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

services under this agreement. ILLINOIS EASTERN COMMUNITY COLLEGES shall furnish AGENCY with a certificate of insurance before the beginning date of each Student's assignment at the AGENCY. Such certificate of insurance shall provide that AGENCY shall receive thirty (30) days' written notice prior to the effective date of any cancellation of such insurance.

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

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 12th day of December, 2017.

CARLE RICHLAND MEMORIAL HOSPITAL
800 E LOCUST
OLNEY IL 62450
618-395-2131

**ILLINOIS EASTERN
COMMUNITY COLLEGES**

Administrator, Hospital or Agency

Chairman, IECC Board of Trustees

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

Adopted 6-2005

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
BASIC NURSE ASSISTANT PROGRAM #NA-5

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ___ day of November 2017, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Basic Nurse Assistant Program #NA-5 (hereinafter referred to as LTC) and Crawford Memorial Hospital Robinson, IL (hereinafter referred to as AGENCY). *Agency*
City State

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical nursing assistant laboratory practice by students of the Basic Nurse Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the nursing assistant students and faculty of LTC 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 LTC'S Basic Nurse Assistant 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 Dean of Instruction on behalf of Lincoln Trail College 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. LTC will be responsible for the teaching and guidance of the students in the clinical nursing assistant laboratory practice, and will be available to the nursing assistant students.

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

Nursing assistant students and Nursing Assistant 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.

Students who have physical or emotional disabilities which may negate success in nursing assistant practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in nursing assistant practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, LTC 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 LTC participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. LTC Nursing Assistant Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Assistant Faculty member of LTC 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 Assistant Faculty member to any clinical area.
7. LTC will provide orientation for the educational program for the AGENCY staff.
8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. 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. Nursing Assistant Faculty and nursing assistant students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. 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.
11. A review of the agreement will be made annually. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of November, 2017.

AGENCY

LINCOLN TRAIL COLLEGE

Director of Nursing Services

Nursing Assistant Faculty Member

Administrator, Hospital or Agency

Dean of Instruction

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

Agenda Item #9

Bid Committee Report

None

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
November 30, 2017**

FUND	BALANCE
Educational	\$7,078,673.89
Operations & Maintenance	\$1,147,492.24
Operations & Maintenance (Restricted)	\$1,175,739.31
Bond & Interest	\$133,469.53
Auxiliary	\$90,938.68
Restricted Purposes	\$24,060.93
Working Cash	\$210,065.10
Trust & Agency	\$490,698.61
Audit	(\$9,925.51)
Liability, Protection & Settlement	\$613,589.30
TOTAL ALL FUNDS	\$10,954,802.08

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
November 30, 2017

	ALL FUNDS
	Fiscal Year 2018
ASSETS:	
CASH	10,954,802
IMPREST FUND	21,300
CHECK CLEARING	12,500
INVESTMENTS	18,590,000
RECEIVABLES	4,841,962
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	507,898
OTHER ASSETS	456,087
FIXED ASSETS (Net of Depr)	17,349,514
TOTAL ASSETS AND OTHER DEBITS:	52,734,063
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	215,071
ACCOUNTS PAYABLE	63,982
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
L-T DEBT GROUP (FUND 9)	9,391,550
OTHER LIABILITIES	-
TOTAL LIABILITIES:	9,670,603
 EQUITY AND OTHER CREDITS:	
FUND BALANCE	8,524,712
PR YR BDGTD CHANGE TO FUND BALANCE	(24,853)
INVESTMENT IN PLANT (Net of Depr)	17,349,514
 FUND BALANCES:	
OTHER FUND BALANCES	18,431,428
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(9,391,550)
RESERVE FOR ENCUMBRANCES	8,174,209
TOTAL EQUITY AND OTHER CREDITS	43,063,460
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 52,734,063

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF November 30, 2017

ALL FUNDS

FY 2018
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	5,777,413
STATE GOVT SOURCES	4,596,338
STUDENT TUITION & FEES	10,173,022
SALES & SERVICE FEES	1,697,319
FACILITIES REVENUE	5,230
INVESTMENT REVENUE	58,286
OTHER REVENUES	138,592
TOTAL REVENUES:	22,446,200

EXPENDITURES:

INSTRUCTION	3,841,435
ACADEMIC SUPPORT	187,706
STUDENT SERVICES	570,274
PUBLIC SERV/CONT ED	2,455
OPER & MAINT PLANT	1,250,206
INSTITUTIONAL SUPPORT	4,703,192
SCH/STUDENT GRNT/WAIVERS	3,625,285
AUXILIARY SERVICES	2,317,958
TOTAL EXPENDITURES:	16,498,511

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	5,947,689
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Illinois Eastern Community Colleges
Operating Fund Analysis
CASH BASIS

July 1, 2017 -- November 30, 2017

	Education Fund	O & M Fund	Total Operating Funds
REVENUES:			
Local Government Sources	2,346,465	1,005,621	3,352,086
State Government Sources - Current Year	4,596,338	-	4,596,338
State Government Sources - Prior Year	3,227,904	-	3,227,904
Net Tuition and Fees	2,780,009	1,061,685	3,841,694
Sales & Service Fees	21,198	60	21,258
Facilities Revenue	-	4,725	4,725
Investment Revenue	30,986	7,998	38,984
Other Revenues	14,422	-	14,422
TOTAL REVENUES:	<u>13,017,322</u>	<u>2,080,089</u>	<u>15,097,411</u>
 EXPENDITURES:			
Salaries	4,924,657	305,729	5,230,386
Employee Benefits	875,579	72,673	948,252
Contractual Services	119,762	233,302	353,064
Materials	630,805	88,231	719,036
Travel & Staff Development	61,857	677	62,534
Fixed Charges	109,125	7,224	116,349
Utilities	27,478	469,727	497,205
Capital Outlay	28,298	2,998	31,296
Other	55,247	536	55,783
TOTAL EXPENDITURES:	<u>6,832,808</u>	<u>1,181,097</u>	<u>8,013,905</u>
 TRANSFERS :			
Interfund Transfers	<u>(1,140,107)</u>	<u> </u>	<u>(1,140,107)</u>
TOTAL TRANSFERS:	<u>(1,140,107)</u>	<u>-</u>	<u>(1,140,107)</u>
 NET INCREASE / (DECREASE)			
	<u>5,044,407</u>	<u>898,992</u>	<u>5,943,399</u>

**OPERATING FUNDS
COMPARISON REPORT FY16-18**

College	Category	FISCAL YEAR 2016			FISCAL YEAR 2017			FISCAL YEAR 2018			
		Anticipated Budget	Spent Thru November	% of Bdgt	Anticipated Budget	Spent Thru November	% of Bdgt	Anticipated Budget	Spent Thru November	Spent Thru October	% of Year
Frontier	Bills		\$ 758,343			\$ 875,455			\$ 834,814		
	Payroll		851,886			809,214			791,883		
	Totals	\$ 4,230,407	1,610,229	38%	\$ 4,089,274	1,684,669	41%	\$ 4,188,484	1,626,697	39%	42%
Lincoln Trail	Bills		805,274			987,652			1,060,350		
	Payroll		836,435			768,441			796,465		
	Totals	\$ 4,505,520	1,641,709	36%	\$ 4,198,705	1,756,093	42%	\$ 4,400,570	1,856,815	42%	42%
Olney Central	Bills		1,169,033			990,668			1,067,369		
	Payroll		1,628,435			1,492,699			1,540,351		
	Totals	\$ 7,696,886	2,797,468	36%	\$ 7,158,163	2,483,367	35%	\$ 7,311,827	2,607,720	36%	42%
Wabash Valley	Bills		1,404,732			1,494,628			1,337,534		
	Payroll		1,142,774			1,100,319			1,032,429		
	Totals	\$ 6,176,922	2,547,506	41%	\$ 6,124,837	2,594,947	42%	\$ 6,253,432	2,369,963	38%	42%
Workforce Educ.	Bills		1,542,554			1,336,193			1,168,528		
	Payroll		490,713			404,993			376,211		
	Totals	\$ 5,467,706	2,033,267	37%	\$ 5,106,047	1,741,186	34%	\$ 5,169,925	1,544,739	30%	42%
District Office	Bills		124,231			115,702			116,242		
	Payroll		398,370			398,904			389,019		
	Totals	\$ 1,351,446	522,601	39%	\$ 1,349,414	514,606	38%	\$ 1,382,152	505,261	37%	42%
District Wide	Bills		715,541			613,250			823,966		
	Payroll		373,742			294,834			304,028		
	Totals	\$ 2,771,726	1,089,283	39%	\$ 2,339,438	908,084	39%	\$ 2,644,134	1,127,994	43%	42%
GRAND TOTALS		\$32,200,613	\$ 12,242,063	38%	\$30,365,878	\$ 11,682,952	38%	\$31,350,524	\$11,639,189	37%	42%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
November 30, 2017

	<u>FY 2018</u>		<u>FY 2017</u>		<u>Increase</u>
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>(Decrease)</u>
Salaries	5,230,386	44.94%	5,269,404	45.10%	(39,018)
Employee Benefits	948,252	8.15%	895,932	7.67%	52,320
Contractual Services	353,064	3.03%	327,728	2.81%	25,336
Materials	719,036	6.18%	474,932	4.07%	244,104
Travel & Staff Development	62,534	0.54%	60,403	0.52%	2,131
Fixed Charges	116,349	1.00%	98,498	0.84%	17,851
Utilities	497,205	4.27%	472,919	4.05%	24,286
Capital Outlay	31,296	0.27%	53,688	0.46%	(22,392)
Other	3,681,067	31.63%	4,029,448	34.49%	(348,381)
	<u>11,639,189</u>	<u>100.00%</u>	<u>11,682,952</u>	<u>100.00%</u>	<u>(43,763)</u>

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

- A. Written Executive Session Minutes**
- B. Audio Executive Session Minutes**
- C. Review of Semi-Annual Executive Session Minutes**

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: December 8, 2017
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for item 400.1 has been sent under separate cover.

INDEX

400.1. Employment of Personnel

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Lonnie Barnes, Collision Repair Instructor, OCC, effective January 3, 2018
2. Becky Coleman, Nursing Instructor, OCC/WVC, effective January 3, 2018

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

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

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	████████							
Temp Building Replacement - LTC	CDB	\$1,495,500	████████							
Center for Technology - LTC	CDB	\$7,569,800	████████							
GRAND TOTAL		\$13,094,700	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

11/30/2017