

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

October 18, 2016



Location:

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

**Dinner – 6:00 p.m. – Bob Boyles Hall
Meeting – 7:00 p.m. – Bob Boyles Hall**

The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

**Illinois Eastern Community Colleges
Board Agenda**

October 18, 2016

7:00 p.m.

**Frontier Community College
Bob Boyles Hall**

1. Call to Order & Roll CallChairman Fischer
2. Disposition of Minutes CEO Bruce
3. Public Hearing on 2016 Tax LevyFischer
4. Conduct a public hearing concerning the intent of the District to sell \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source) for community college purposes.Fischer
5. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
6. Public Comment
7. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
8. Policy First Reading (and Possible Approval) Bruce
 - A. 100.31 Preventing Sexual Violence in Higher Education
 - B. 100.17 Sexual Harassment
9. Policy Second Reading Bruce
 - A. None
10. Staff Recommendations for Approval
 - A. Certificate of Compliance with the Truth in Taxation LawBrowning
 - B. Certificate of Tax Levy for FY2018Browning
 - C. GASB Designation of Tax Levy YearBrowning
 - D. Consideration and action on a Resolution authorizing the issuance of not to exceed \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source) for community college purposes.
 - E. Annual Financial Report Bruce
 - F. Eligibility for Special Tax Levy Bruce
 - G. Health Savings Accounts, Calendar Year 2017 Bruce
 - H. Health and Dental Insurance, Calendar Year 2017 Bruce
 - I. FCC Baseball Field Projects Bruce

J. FCC Baseball Field Name Designation	Bruce
K. Nursing Program Handbook Revisions	Bruce
L. Homefield Energy Electrical Supplier Contract	Bruce
M. Agreement with North American Lighting.....	Bruce
N. Truck Driving Program Course Fee.....	Bruce
O. Affiliation Agreements	Bruce
Miller's Merry Manor – ADN	
DaVita Healthcare Robinson – ADN	
Harrisburg Medical Center – Phlebotomy	
Wabash General Hospital – Phlebotomy	
11. Bid Committee Report.....	Bruce
A. None	
12. District Finance	
A. Financial Report	Browning
B. Approval of Financial Obligations	Browning
13. Chief Executive Officer's Report.....	Bruce
14. Executive Session.....	Bruce
15. Approval of Executive Session Minutes	
A. Written Executive Session Minutes.....	Bruce
B. Audio Executive Session Minutes	Bruce
16. Approval of Personnel Report.....	Bruce
17. Collective Bargaining.....	Bruce
18. Litigation	Bruce
19. Other Items	
20. 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 Science Building Room 61, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, September 20, 2016.

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

Roll Call: The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present:

John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, Alan Henager, Jan Ridgely. Also present was Gideon Raley, 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 Raney, President of Olney Central College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer.

Alex Cline, Director of Information & Communications Technology.

Renee Smith, Executive Assistant to CEO/Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, August 16, 2016 were presented for disposition.

Board Action to Approve Minutes: Trustee Al Henager made a motion to approve minutes of the August 16, 2016 meeting as prepared. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

AGENDA #3 – “Budget Hearing” – The Chairman announced that the next agenda item for the Board of Trustees is a public hearing to receive comments on the fiscal year 2017 budget. The Chair asked for a motion that the Board recess its regular meeting and reconvene immediately following the budget hearing. Trustee Brenda Culver made a motion that the Board recess its

regular meeting and reconvene immediately following the budget 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.

A. Motion to Convene Budget 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 budget hearing on this 20th day of September, 2016. The purpose of the budget hearing is to receive public comments on the FY2017 Budget of the District.” Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

B. Hearing on FY2017 Budget: The Chairman declared that the Board is now in a hearing on the FY2017 budget and directed the Secretary to call the roll for Board attendance. The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Also present was Gideon Raley, student trustee. Trustees absent: None. The Chair declared that a quorum was present and the budget hearing was open.

C. Public Oral Testimony: The Chairman asked if any member of the public wished to provide oral testimony on the FY2017 budget. There was no oral testimony presented.

D. Public Written Testimony: The Chairman asked if any member of the public wished to provide written testimony on the FY2017 budget. There was no written testimony presented.

E. 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 FY2017 community college district budget and asked for a motion to adjourn the hearing. Trustee Brenda Culver made a motion that the public hearing be adjourned. Student Trustee Gideon Raley seconded the motion and on a roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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 and that the budget hearing was adjourned and 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. A presentation was given on a joint program for a soil study conducted by WVC Agriculture Program student interns, WVC faculty and Mike Wilson, a Wabash Valley Farm Services representative.

#4-B. IECEA Representative: None.

AGENDA #5 – “Public Comment” – None

AGENDA #6 – “Reports” –

#6-A. Report from Trustees: Brenda Culver reported on an ICCTA meeting she recently attended.

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

#6-C. Report from Cabinet: None.

AGENDA #7 – “Policy First Readings (and Possible Approval)” –

BOARD OF TRUSTEES – 100

New Policy

Board 100.32 Personal Service Contracts

It shall be the policy of the Board that beginning 45 days prior to the Tuesday following the first Monday of April in odd-numbered years until the first organizational meeting of the new Board, that the Board shall make no addendum to modify or amend an employee agreement between the Board and any of the district's Presidents or Chief Executive Officer. During this 45-day period, such employee agreements may not be agreed to or executed, nor may an employment contract be made and entered into between the Board and any of the four Presidents or Chief Executive Officer. If the Board must take such action at any time during the 45 days prior to the Tuesday following the first Monday of April in odd-numbered years until the first organizational meeting of the new Board due to a reasonable emergency, then such action taken involving an employee agreement, shall be terminated on the 60th day after the first organizational meeting, unless the new board, by resolution, reaffirms the addendum or new employment contract. A reasonable emergency means any imminent need to maintain the operations or facilities of the District and that such need is due to circumstances beyond the control of the Board.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the foregoing new policy Board 100.32 Personal Service Contracts. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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.

New Policy

Board 100.33 Board Member Leadership Training

Effective January 1, 2017, every voting member of the Board shall complete a minimum of 4 hours of professional development leadership training covering topics that shall include, but are not limited to, open meetings law, community college and labor law, freedom of information law,

contract law, ethics, sexual violence on campus, financial oversight and accountability, audits, and fiduciary responsibilities of a community college trustee during the first, third, and fifth year of his or her term. The District shall maintain on its Internet website the names of all elected or appointed voting trustees of the Board who have successfully completed the training, as well as the names of all elected or appointed voting trustees of the Board who have not successfully completed the training as required.

The training required may be provided by an association established by Statute for the purpose of training community college district board trustees or by other qualified providers approved by the State Board, in consultation with an association so established.

The Board member shall certify completion of the training required to the Secretary of the Board. If a Board member does not satisfy all requirements or the certification indicates that a Board member has not completed the training, the Secretary shall send a notice to all elected or appointed members serving on the Board and the Chief Executive Officer of the District of that fact.

Board Action: Trustee Michael Correll made a motion to waive second reading and approve the foregoing new policy Board 100.33 Board Member Leadership Training. 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, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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.

New Policy

Board 100.34 Employment Contract Transparency and Annual Performance Review

Employment

Effective January 1, 2017, the following policy shall apply to the employment contracts of each of the Presidents or the Chief Executive Officer of the District entered into, amended, renewed, or extended after the effective date. This policy does not apply to collective bargaining agreements.

With respect to employment contracts entered into with any of the four Presidents or the Chief Executive Officer of the District:

Severance payments or contract buyouts may be placed in an escrow account if there are pending criminal charges against a President or the Chief Executive Officer of the District related to their employment.

Final action on the formation, renewal, extension, or termination of the employment contracts of a President or the Chief Executive Officer of the District must be made during an Open Meeting of the Board.

Public notice, compliant with the Open Meetings Act, must be given prior to final action on the formation, renewal, extension, or termination of the employment contracts of a President or the Chief Executive Officer of the District. In addition, any appointment of a President or Chief Executive Officer of the District must include a copy of the Board item or other documentation providing, at a minimum, a description of the proposed principal financial components of the appointment.

Any performance-based bonus or incentive-based compensation to a President or the Chief Executive Officer of the District must be approved by the Board in an Open Meeting. The performance criteria and goals upon which the bonus or incentive-based compensation is based must be made available to the public no less than 48 hours before Board approval of the performance-based bonus or incentive-based compensation.

Board minutes, Board packets, and annual performance criteria and goals concerning a President or the Chief Executive Officer must be made available to the public on the community college District's Internet website.

Annual Performance Review

The Board will complete an annual performance review of each President and the Chief Executive Officer. An annual performance review will be considered when the Board contemplates a bonus, raise, or severance agreement for a President or Chief Executive Officer.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the foregoing new policy Board 100.34 Employment Contract Transparency and Annual Performance Review. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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.

New Policy

HUMAN RESOURCES – 400

Child Bereavement Leave Policy (400.27)

In accordance with PA 99-0703 the Child Bereavement Leave Act, employees shall be granted a leave of absence for the bereavement of a child.

Employees are eligible to take up to 2 weeks (10 work days) of unpaid bereavement leave to: attend the funeral or alternative to a funeral of a child; make arrangements necessitated by the death of a child; or grieve the death of a child. Such leave must be completed within 60 days after the date on which the employee receives notice of the death of the child.

A “child” under this policy means an employee’s son or daughter who is a biological, adopted, foster child, legal ward, or a child of a person standing in loco parentis.

An employee can elect to take any applicable and available paid leave time during their unpaid bereavement leave.

In the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of 6 weeks of unpaid bereavement leave during a 12-month period.

Board Action: Trustee Al Henager made a motion to waive second reading and approve the foregoing new policy Human Resources 400.27 Child Bereavement. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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 #8 – “Policy Second Readings” – None.

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

#9-A. IECC 2016 Fact Book - Chris Cantwell reviewed the IECC 2016 Fact Book containing basic information about the community college district. It was noted that this is the 11th annual Fact Book was developed as an annual compilation of data about IECC and gathers information from various sources into one central document regarding students, enrollment history, degrees and certificates granted, financial aid received and distributed, and the district’s annual budgets and operation. The time period covered, in most cases, is FY16 which is from July 1, 2015 to June 30, 2016. The CEO recommended approval of the IECC 2016 Fact Book.

Board Action: Trustee John Brooks made a motion to approve the IECC 2016 Fact Book 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, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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. Articulation Agreement with Murray State University Agriculture Program – Ms. Cantwell reviewed the following articulation agreement between Illinois Eastern Community Colleges and Murray State University in Murray, Kentucky:

Whereas, Murray State University and the Hutson School of Agriculture wish to cooperate fully with Illinois Eastern Community College (IECC)/Wabash Valley College, and

Whereas, the Illinois Eastern Community College (IECC)/Wabash Valley College Agriculture program provides quality higher education training to a growing number of agricultural students, and

Whereas, agriculture students enrolled at Illinois Eastern Community College (IECC)/Wabash Valley College may wish to pursue a Bachelor of Science degree after completion of the program at Illinois Eastern Community College (IECC)/Wabash Valley College, and

Whereas, Murray State University and the agriculture program are regionally and nationally recognized and can provide an excellent opportunity for students to obtain an economical, yet quality degree in agriculture, and

Whereas, Murray State University provides a personal, hands-on quality education and has as its motto “large enough to serve you, small enough to know you”, and

Whereas Murray State University agrees to adjust the requirement that “42 hours of upper-level courses must be taken at MSU” down to “at least 31 hours of upper-level courses must be taken at MSU” as per the agreement;

Be it therefore resolved that Murray State University and Illinois Eastern Community College (IECC)/Wabash Valley College hereby enter into an agricultural articulation agreement as described in the attached curriculum agreements.

This agreement will serve as the official transfer agreement and will be accepted as written. Individual exceptions to this agreement will be accepted with the approval of both parties.

This agreement confirms that relevant agricultural technology/business courses, as listed in the curriculum agreement and degree plan, completed by students who graduated from the Agricultural Technology/Business program through WVC, will apply toward a Bachelor of Science in Agriculture degree at Murray State University. The CEO recommended approval of the Articulation Agreement with Murray State University as outlined.

Board Action: Trustee Al Henager made a motion to approve the Articulation Agreement between IECC and Murray State as recommended. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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 – “FY2016 Audit” – Mr. Browning reviewed the annual financial audit for fiscal year 2016, with comments by Trustees Gary Carter and John Brooks, members of the Audit Committee. The CEO recommended adoption of the following resolution to accept the audit and authorize the staff to forward the audit to the Illinois Community College Board.

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community College District 529,

WHEREAS, it is required that the Board of Trustees review and accept the annual audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board,

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community College District #529, accepts and approves the annual audit of the district as submitted by CliftonLarsonAllen LLP.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes the Chief Executive Officer to submit the audit to the Illinois Community College Board.

Board Action: Trustee Carter made a motion to adopt the foregoing resolution to approve the FY2016 annual financial audit as recommended. Trustee Brooks seconded the motion and on a recorded roll call the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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. FY2017 Budget – The community college district budget for fiscal year 2017 was reviewed. The CEO recommended adoption of the following resolution approving the FY2017 budget. There are no significant changes from the tentative budget which was approved by the Board on August 16, 2016.

Budget of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017.

WHEREAS the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;

AND WHEREAS a public hearing was held as to such budget on the 20th day of September 2016, notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with:

NOW, THEREFORE, be it Resolved by the Board of Trustees of said district as follows:

Section 1. That the fiscal year of the Community College District be and the same hereby is fixed and declared to be beginning July 1, 2016 and ending June 30, 2017.

Section 2. That the following budget containing an estimate of amounts available in each Fund, separately, and of expenditures from each be and the same is hereby adopted as the budget of this Community College District for the said Fiscal Year.

**FISCAL YEAR 2017 BUDGET
SUMMARY STATEMENT OF OPERATING FUNDS
REVENUES AND EXPENDITURES**

EDUCATION FUND	
Revenue	\$27,696,972
Expense	(27,340,600)
Transfer – Out	(1,352,348)
Excess (Deficiency)	(995,976)
Transfer – In	65,000
Reserve for Contingencies	0
Cash Balance – Beg. of Year	5,516,854
Cash Balance – End of Year	4,585,878
OPERATIONS & MAINTENANCE FUND	
Revenue	\$2,584,000
Expense	(3,025,278)
Transfer – Out	0
Excess (Deficiency)	(441,278)
Transfer – In	0
Reserve for Contingencies	0
Cash Balance – Beg. of Year	754,055
Cash Balance – End of Year	312,777
TOTAL OPERATING FUNDS	
Revenue	\$30,280,972
Expense	(30,365,878)
Transfer – Out	(1,352,348)
Excess (Deficiency)	(1,437,254)
Transfer – In	65,000
Reserve for Contingencies	0
Cash Balance – Beg. of Year	6,270,909
Cash Balance – End of Year	4,898,655

The official budget, which is accurately summarized in this document, was approved by the Board of Trustees on September 20th, 2016.

**FISCAL YEAR 2017 BUDGET
SUMMARY STATEMENT OF SPECIAL FUNDS
REVENUES AND EXPENDITURES**

OPERATIONS & MAINTENANCE FUND RESTRICTED	
Revenue	\$0
Expense	(352,672)
Excess (Deficiency)	(352,672)
Reserve for Contingencies	0

Cash Balance – Beg. of Year	353,174
Cash Balance – End of Year	502
BOND AND INTEREST FUND	
Revenue	\$2,096,350
Expense	(2,096,350)
Excess (Deficiency)	0
Reserve for Contingencies	0
Cash Balance – Beg. of Year	621,661
Cash Balance – End of Year	621,661
AUXILIARY FUND	
Revenue	\$3,465,014
Expense	(5,170,262)
Transfer – Out	(35,000)
Excess (Deficiency)	(1,740,248)
Transfer – In	1,352,348
Reserve for Contingencies	0
Cash Balance – Beg. of Year	452,537
Cash Balance – End of Year	64,637
WORKING CASH FUND	
Revenue	\$30,000
Expense	0
Excess (Deficiency)	30,000
Reserve for Contingencies	0
Transfer – Out	(30,000)
Cash Balance – Beg. of Year	191,922
Cash Balance – End of Year	191,922
AUDIT FUND	
Revenue	\$80,000
Expense	(67,677)
Excess (Deficiency)	12,323
Reserve for Contingencies	0
Cash Balance – Beg. of Year	0
Cash Balance – End of Year	12,323
LIABILITY & PROTECTION FUND	
Revenue	\$670,000
Expense	(840,000)
Excess (Deficiency)	(170,000)
Reserve for Contingencies	0
Cash Balance – Beg. of Year	493,301
Cash Balance – End of Year	323,301

Board Action: Student Trustee Gideon Raley made a motion to adopt the budget for Illinois Eastern Community Colleges District No. 529 for the fiscal year beginning July 1, 2016 as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered

by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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.

#9-2016 Estimated Tax Levy Resolution - Roger Browning reviewed the Estimated Tax Levy Resolution. The resolution establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, and unemployment and other insurance. The CEO recommended adoption of the following resolution regarding an estimated tax levy for taxes due and collectible in 2017.

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2015 was:

Education Purposes	\$2,474,988
Operations and Maintenance Purposes	1,060,646
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	676,333
Audit	70,782
Other	0
Total	\$4,282,749

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2016 is as follows:

Education Purposes	\$2,625,000
Operations and Maintenance Purposes	1,125,000
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	680,000
Audit	80,000
Total	\$4,510,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made

pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2015 was \$2,110,259; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2016 is \$2,063,475.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

Section 1: The aggregate amount of taxes estimated to be levied for the year 2016, exclusive of bond and interest costs, is \$4,510,000.

Section 2: The aggregate amount of taxes estimated to be levied for the year 2016, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2015.

Section 3: The aggregate amount of taxes estimated to be levied for the year 2016 for debt service is a 2% decrease over the taxes extended for debt service for 2015.

Section 4: Public notice shall be given in the following newspapers of general circulation in said district,

Marshall Advocate, Clark County
Clay County Advocate-Press, Clay County
Robinson Daily News, Crawford County
Toledo Democrat, Cumberland County
The Prairie Post, Edwards County
McLeansboro Times-Leader, Hamilton County
Newton Press-Mentor, Jasper County
Lawrenceville Daily Record, Lawrence County
Olney Daily Mail, Richland County
Daily Republican Register, Wabash County
Wayne County Press, Wayne County
Carmi Times, White County

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

**NOTICE OF PROPOSED TAX INCREASE FOR
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2016 will be held on October 18, 2016 at 7:00 p.m. at Frontier Community College, Fairfield, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618.393.2982).

II. The corporate and special purpose property taxes extended or abated for the year 2015 were \$4,282,749.

The proposed corporate and special purpose property taxes to be levied for 2016 are \$4,510,000. This represents a 5% increase over the previous year extension.

III. The property taxes extended for debt service for 2015 were \$2,110,259.

The estimated property taxes to be levied for debt service and public building commission leases for 2016 are \$2,063,475. This represents a 2% decrease over the previous year.

IV. The total property taxes extended or abated for 2015 were \$6,393,008.

The estimated total property taxes to be levied for 2016 are \$6,573,475. This represents a 3% increase over the previous year extension.

Section 5: This resolution shall be in full force and effect forthwith upon its passage.

Board Action: Trustee John Brooks made a motion to adopt the 2016 Estimated Tax Levy Resolution 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, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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. Resolution Establishing Tax Levy Hearing – The CEO recommended adoption of the following resolution providing for a tax levy hearing:

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2016 for taxes due and collectible in 2017:

1. Date of Fiscal Year: July 1, 2017 - June 30, 2018
2. Publication of Notice of Public Hearing on Tax Levy: After October 5, 2016 and before October 10, 2016.
3. Public Hearing on Tax Levy: October 18, 2016, at the hour of 7:00 p.m. local time, Frontier Community College, Fairfield, Illinois.

4. Adoption of Tax Levy: October 18, 2016, following the Public Hearing.

Board Action: Trustee Gary Carter made a motion to adopt the foregoing resolution setting the Tax Levy Hearing as recommended. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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. Bank Account Agreement – The CEO recommended approval of a resolution required by banking institutions to authorize completion of updated signature cards at First Financial Bank, 108 First Street, Robinson, Illinois. This allows LTC to update signature cards for the imprest account to reflect recent staff changes:

Board Action: Trustee Michael Correll made a motion to approve the Bank Account Resolution as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, 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. Dual Credit Agreement – Changes in requirements for faculty credentialing, assessment, and student placement have required changes to the District’s processes and in the Dual Credit Agreement with every high school in the IECC District. The CEO recommended approval of a dual credit agreement to be used when working with each of the high schools in the IECC District.

Board Action: Trustee Al Henager made a motion to approve the Dual Credit Agreement as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, 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. Dual Credit Course Fee – A new Dual Credit Course Fee of \$60 per student, per course was approved for a dual credit course being taught using college instructors at an IECC college or an approved facility. This fee will be charged directly to the sending High School when a Dual Credit course is taught using college instructors at IECC colleges or approved facilities, and the High School sends a student(s) to participate in such courses. Upon high school graduation any former dual credit student that was subject to the Dual Credit Course Fee will be eligible for a \$60 per course credit toward IECC college tuition, if the student enrolls in 12 credit hours per semester at IECC within 12 months of graduating from high school. The total credit the student is eligible for under this provision shall not exceed the total amount of Dual Credit Course Fees actually paid on the student’s behalf. This new course fee was approved to be effective July 1, 2017. The CEO recommended approval of the new Dual Credit Course Fee.

Board Approval: Trustee Brenda Culver made a motion to approve a \$60 per student, per course dual credit course fee effective July 1, 2017 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, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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. Agreement with SIU-E for BS in Nursing – The CEO recommended approval of an articulation agreement with Southern Illinois University at Edwardsville (SIU-E) for the Bachelor of Science in Nursing Degree (BSN). The agreement will allow IECC Associate in Applied Science graduates in Nursing who meet SIU-E entrance requirements to be directly admitted to the SIU-E RN-BSN program.

Board Approval: Trustee Al Henager made a motion to approve the Articulation Agreement between IECC and SIU-E's BSN Program, effective Fall Semester 2017 through Spring Semester 2020. Either institution may terminate this Agreement with 120-day written notice to the other institution. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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 Affiliation Agreements for Phlebotomy Program - OCC – The CEO recommended approval of seven affiliation agreements for Olney Central College's Phlebotomy Program. Agreements were approved with Crawford Memorial Hospital, Richland Memorial Hospital, Good Samaritan Hospital – Vincennes, Paris Community Hospital, Gibson General Hospital, Lawrence County Hospital, Weber Medical Clinic.

Board Action: Trustee Brenda Culver made a motion to approve the seven affiliation agreements for OCC's Phlebotomy Program as recommended. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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" – A bid committee report for FCC Baseball Field Construction – Phase Two – Fencing and Gates, FCC Shuttle Bus, and FCC Baseball Lighting,

Materials Only was presented. Bid opening were held September 7 and 13 at 9:00 a.m. at the IECC District Office and the following bids were received. The CEO recommended approval of the Bid committee recommendations:

FCC Baseball Field Construction – Phase Two – Fencing & Gates

The Bid Committee recommends acceptance of the low base bid received that meets all specifications from Fortress Management, LLC for a total of \$40,641.

FCC Baseball Field Construction – Phase Two	
Company	Total Bid
Fortress Management, LLC 1003 W. Randolph Street McLeansboro, IL 62859	\$40,641
Liberty Fence, LLC 325 W. MacArthur Drive Cottage Hills, IL 62018	\$49,880

FCC Shuttle Bus

The Bid Committee recommends acceptance of the base bid received that meets all specifications from TESCO (Transportation Equipment Sales Corp.) for a total of \$39,900.

FCC Shuttle Bus	
Company	Total Bid
Midwest Bus Sales 18 Skyview Drive Litchfield, IL 62056	\$65,750* \$46,650* \$28,250*
TESCO 6401 Seaman Road Oregon, OH 43616	\$29,900* \$39,900*

FCC Baseball Field Lighting, Materials Only

The Bid Committee recommends rejecting the bid due to the cost exceeding available budget.

FCC Baseball Field Lighting, Materials Only	
Company	Total Bid
Musco Lighting 100 1 st Avenue West Oskaloosa, IA 52577	\$59,900

Board Action: Trustee Gary Carter made a motion to accept the recommendation of the bid committee. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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 #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 August 31, 2016.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for September 2016, totaling \$962,748.25, 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 September 2016, in the amounts listed, and payments from the revolving fund for August 2016. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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” – Mr. Bruce presented information reports relative to the following topics:

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 following actions were taken relative to executive session minutes.

#14-A. Written Executive Session Minutes: No executive session was held at the regular meeting, August 16, 2016.

#14-B. Audio Executive Session Minutes: No executive session was held at the regular meeting, August 16, 2016.

AGENDA #15 – “Approval of Personnel Report” – The CEO recommended approval of the following Personnel Report.

400.1 Employment of Personnel

A. Professional Non-Faculty

1. Crystal Costantino, Research Data Analyst, DO, effective September 29, 2016
2. Carrie Halbert, Coordinator of Retention & Recruitment, FCC, effective

September 26, 2016

400.2. Change in Status

A. Professional Non-Faculty

1. Andy Hill, Bookstore Manager (AUX), FCC, to Bobcat Den Manager (AUX), FCC, effective September 21, 2016

400.3. Special Assignment

A. Other

1. Jan Wiles, Interim Athletic Director, FCC, \$300/month, effective September 21, 2016

400.4. Approval of Proposed Non-College Employment

A. Faculty

<u>Name</u>	<u>Employer</u>	<u>Hours per Calendar Year</u>
Pauletta Gullett	IL Department of Corrections Lake Land College Robinson, IL	72

400.5. Changes to Administrative Guidelines for Full-Time Bargaining Unit Faculty

1. Overload Pay

<u>Overload Rate</u>	<u>Effective Date</u>
\$520 per equated semester hour (load hour)	Fall Semester 2016

2. Internships and Independent Study (Fall and Spring Semesters)

<u>Rate</u>	<u>Effective Date</u>
\$48.00 per student, per credit hour	Fall 2016

3. Summer School

<u>Summer Rate</u>	<u>Effective Date</u>
\$620 per equated semester hour (load hour)	Summer 2017

4. Internships and Independent Study (Summer)

<u>Rate</u>	<u>Effective Date</u>
\$55.00 per student, per credit hour	Summer 2017

400.6. Changes to Administrative Guidelines for Part-Time and Full-Time Non-Bargaining Unit Faculty

1. Internships and Independent Study (Fall and Spring Semesters)

<u>Rate</u>	<u>Effective Date</u>
\$48.00 per student, per credit hour	Spring 2017

2. Internships and Independent Study (Summer)

<u>Rate</u>	<u>Effective Date</u>
\$55.00 per student, per credit hour	Summer 2017

400.7. Annual Review of FMLA leave taken during 2016 fiscal year

A. Birth of Child

1. 12 weeks
2. 12 weeks

B. Personal Illness

1. 2 weeks

400.8. Resignation Ratification

A. Professional Non-Faculty

1. Thomas Kent, Athletic/Fitness Center Director, FCC, effective September 6, 2016

Board Action to Approve Personnel Report: Trustee Al Henager made a motion to approve the foregoing Personnel Report as recommended. Student Trustee Gideon Raley seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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” – A Partial Agreement as follows was recommended by the CEO for approval.

Tentative Agreement
August 16, 2016

Section 2.10 The Board and Association agree to add the language below to the current section 2.10 of the Faculty Agreement.

Each full-time faculty member shall maintain regular, posted office hours adequate to the needs of the students. Hours by appointment shall be arranged by the faculty member for students whose schedules do not allow use of posted hours. At least five (5) posted office hours per week shall be maintained by each faculty member. Faculty who teach courses online may fulfill a percentage of their office hours online, according to the schedule below provided that their online office hour is not conducted at the same time as an in-office, office hour.

<u>Percentage of Semester Load in Online Courses</u>	<u>Number of office hours allowed online</u>
<u>20% - 39%</u>	<u>1 office hour</u>
<u>40% or more</u>	<u>2 office hours</u>

Online office hours cannot exceed 2 hours per week, per semester.

Section 9.3 The Board and Association agree to the following overload rate.

Academic Effective	Semester	Overload Rate
Fall 2016		\$520 per load hour

Section 9.4 The Board and Association agree to the following summer rate.

Academic Effective	Semester	Overload Rate
Summer 2017		\$620 per load hour

Section 9.6 The Board and Association agree to the following settlement on insurance benefits:

Based upon the recommended options of the District’s Medical and Dental Health Insurance Committee, the Board would contribute \$818.03 per month towards each faculty member who selects medical insurance through the District and \$28.91 per month towards each faculty member who selects dental insurance through the District and contribute \$1,000 in calendar year 2017 to an Health Savings Account (HSA) for each faculty member who opts for one of the Qualified High Deductible Health Plans (QHDHPs) and chooses to enroll in the HSA for 2017

(HSA contributions shall be prorated for eligible faculty members hired after January in a calendar year, as per current practice.)

The Board and Association agree to add Section 2.13 Academic Rank to the contract. The Board and Association further agree to negotiate the details of the new section 2.13, possibly considering the Academic Rank Structure of Waubensee Community College with alterations.

The Board and Association agree to continue negotiations on salary, teaching load, and seniority.

Board Action: Trustee Brenda Culver made a motion to approve the Partial Agreement as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, 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 #17 – “Litigation” – None.

AGENDA #18 – “Other Items” – None.

AGENDA #19 – “Adjournment” - Trustee Al Henager made a motion to adjourn. Student Trustee Gideon Raley seconded the motion. The Chair asked the trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 9:50 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Public Hearing on 2016 Tax Levy

Agenda Item #4

Conduct a public hearing concerning the intent of the District to sell \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source) for community college purposes.

ORDER calling a public hearing concerning the intent of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, to sell \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source), for community college purposes.

* * *

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

WHEREAS, the Board of Trustees of the District (the “*Board*”) intends to sell bonds in the amount of not to exceed \$6,000,000 for community college purposes (the “*Bonds*”); and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the Board to hold a public hearing concerning the Board’s intent to sell the Bonds before adopting a resolution providing for the sale of the Bonds:

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

1. I hereby call a public hearing to be held at 7:00 o’clock P.M. on the 18th day of October, 2016, in Bob Boyles Hall, Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in the District, concerning the Board’s intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the “*Hearing*”).

2. I hereby direct that the Secretary of the Board (the “*Secretary*”) shall (i) publish notice of the Hearing at least once in the *Mt. Carmel Daily Republican Register*, the same being a newspaper of general circulation in the District, not less than 7 nor more than 30 days before the date of the Hearing and (ii) post at least 96 hours before the Hearing a copy of said notice at the principal office of the Board, which notice will be continuously available for public review during the entire 96-hour period preceding the Hearing.

3. Notice of the Hearing shall appear above the name of the Secretary and shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 529,
COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS
TO SELL NOT TO EXCEED
\$6,000,000 TAXABLE GENERAL OBLIGATION COMMUNITY COLLEGE BONDS
(ALTERNATE REVENUE SOURCE)**

PUBLIC NOTICE IS HEREBY GIVEN that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), will hold a public hearing on the 18th day of October, 2016, at 7:00 o’clock P.M. The hearing will be held in Bob Boyles Hall, Frontier Community College, 2 Frontier Drive, Fairfield, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in the amount of not to exceed \$6,000,000 for community college purposes.

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

DATED the 21st day of September, 2016.

/s/ Renee Smith

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

4. At the Hearing, the Board shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The Board shall not adopt a resolution selling the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

Ordered this 21st day of September, 2016.

Chairman, Board of Trustees

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held in Bob Boyles Hall, Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said District at 7:00 o'clock P.M., on the 18th day of October, 2016.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, Dr. G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location:

_____ and _____ (non-voting student member).

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

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

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

At ____ o'clock P.M., the Chairman announced that the next agenda item for the Board of Trustees was a public hearing (the "*Hearing*") to receive public comments on the proposal to sell not to exceed \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source) for community college purposes and explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect thereto.

The Chairman opened the discussion and explained that the reasons for the proposed issuance of the Bonds were as follows: for community college purposes.

Whereupon the Chairman asked for additional comments from the Trustees. Additional comments were made by the following:

(If no additional comments were made,
please so indicate with the word "none.")

Written testimony concerning the proposed issuance of the Bonds was read into the record by the Secretary and is attached hereto as *Exhibit I*.

(If no written testimony was received,
please so indicate with the word "none.")

Whereupon the Chairman asked for oral testimony or any public comments concerning the proposed issuance of the Bonds. Statements were made by the following:

(If no additional statements were made,
please so indicate with the word "none.")

The Chairman then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the Bonds.

After a full discussion thereof, the Board moved that the Hearing be finally adjourned, whereupon the Chairman declared the motion carried and the Hearing was finally adjourned.

Other business not pertinent to the conduct of the Hearing was duly transacted at said meeting.

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

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

CERTIFICATION OF MINUTES

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 18th day of October, 2016, insofar as the same relates to a public hearing concerning the intent of the Board to sell not to exceed \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source).

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

I do further certify that notice of said public hearing was posted at least 96 hours before said public hearing at the principal office of the Board, that at least one copy of said notice was continuously available for public review during the entire 96-hour period preceding said public hearing and that attached hereto as *Exhibit B* is a true, correct and complete copy of said notice as so posted

IN WITNESS WHEREOF, I hereunto affix my official signature, this 18th day of October, 2016.

Secretary, Board of Trustees

[SEAL]

Agenda Item #5

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #6

Public Comment

Agenda Item #7

Reports

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

Agenda Item #8

Policy First Reading (and Possible Approval)

100.31 Preventing Sexual Violence in Higher Education

100.17 Sexual Harassment

Agenda Item #8A

100.31 Preventing Sexual Violence in Higher Education

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Policy 100.31 Preventing Sexual Violence in Higher Education Act

In accordance with Public Act 99-426 Preventing Sexual Violence in Higher Education, 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. The attached policy includes revisions to our policy that was adopted in July of this year along with the appointments of investigators.

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

TLB/rs

Attachment

Preventing Sexual Violence Policy (100.31)

Date Adopted: July 19, 2016

Revised: October 18, 2016 (pending Cabinet and Board approval)

The Board of Trustees of Illinois Eastern Community Colleges District #529 is committed to preventing and responding to incidents of sexual misconduct, sexual assault, domestic violence, dating 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. As such, sexual assault, domestic violence, dating violence and stalking, are unacceptable and are not tolerated at any Illinois Eastern Community College. 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 assault, domestic violence, dating violence and/or stalking to seek appropriate help and to report the incident promptly to the police and/or designated officials pursuant to this policy.

As a general matter, the Board, through its Chief Executive Officer, will take prompt action to investigate reports of Sexual Assault, Domestic Violence, Dating Violence and/or Stalking and, where appropriate, to impose sanctions. The applicable procedures will depend on whether the alleged offender is a student, faculty or staff member.

Students, faculty and staff who violate this Policy may face discipline up to and including expulsion or termination.

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 discrimination, harassment or 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 nonconsensual voyeurism, knowingly transmitting HIV or a sexually transmitted disease to another, or exposing one's genitals to another in non-consensual circumstances.

- H. Sexual Misconduct: Includes sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence and stalking.
- I. 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.
- J. 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.
- K. 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

- 1. The Title IX Coordinator for Illinois Eastern Community Colleges is:
~~Tara Buerster, Director of Human Resources~~ Ashlee Spannagel, Program Director of Grants, Compliance & Outreach
~~Address: 233 E Chestnut Street, Olney, IL 62450~~ 320 East North Avenue, Noble, IL 62868
~~Telephone: 618-393-2982, ext. 5524~~ 618-393-3491
Email: buerstert@iecc.edu 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 sexual discrimination, including sexual harassment as well as sexual misconduct, sexual violence, sexual assault, domestic violence, dating violence and stalking (as those terms are defined herein) 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 violence or 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.

2. 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	Megan Scott Assistant Dean of Student Services 11220 State Highway 1 Robinson, IL 62454 618-546-2252 or 866-582-4322 scottm@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

Responsibilities of the Deputy Title IX Coordinators:

- 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.

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

With respect to complaints that involve an employee, ~~vendor~~ contractor or visitor, the ~~Department~~ Director 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.

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.

With respect to complaints that involve both a student and an employee, the Title IX Coordinator, the Director of Human Resources and the Deputy Title IX Coordinators shall jointly coordinate the investigation and interim measures.

Procedure – Campus Sexual Violence

The following guidelines identify the methods for reporting, including confidential reporting, and available resources.

~~Sexual Assault is an extreme form of sexual harassment.~~ If a report includes allegations of sexual assault, domestic violence, dating violence or stalking, then the process and procedures set forth in this Policy will be followed in the assessment, investigation and resolution of the complaint. A complaint of harassment not involving such conduct will be investigated pursuant to the sexual harassment policy and procedure. In no event shall a complaint proceed simultaneously through more than one internal procedure.

Option for Assistance Following an Incident of Sexual Assault

A. Immediate Assistance

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. Emergency Response. Anyone who experiences or observes an emergency situation should immediately contact local law enforcement by calling 911.
3. Off-Campus Health Care Options. 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

B. Ongoing On and Off Campus Counseling, Advocacy and Support for Students and Employees. This information can also be found on the Notification of Rights and Options.

Reporting and Confidentially Disclosing Sexual Assault

The Board of Trustees encourages all victims of sexual assault (and bystanders) 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 assault. 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. Different employees on campus have different abilities to maintain a victim's confidentiality:

- ~~Some employees are required to maintain complete or near complete confidentiality,~~

Confidential Advisors. Confidential advisors receive additional training 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. Contact information for such confidential advisors is included in the Notification of Rights and Options.

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. A student victim who at first requests confidentiality may later decide to file a complaint with the Illinois Eastern Community Colleges 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 to do so.

Note: While confidential ~~these~~ advisors may maintain a victim's confidentiality from ~~within~~ Illinois Eastern Community College, by law, any employee and/or confidential advisor who suspects or receives knowledge that a minor student 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, and 2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Also note: 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.

- ~~Some~~ 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.

Most employees, including but not limited to supervisors, managers, coaches and faculty are responsible employees. A list of Responsible Employees is available through the Title IX Coordinators. When a victim tells a Responsible Employee about an incident of sexual harassment 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 violence or misconduct shared by the victim so that the appropriate Title IX Coordinator can 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 following categories of employees are Responsible Employees

- College and District Administrators
- Title IX Coordinator and Deputy Coordinators
- Supervisors and Managerial Staff
- Faculty
- Coaches & Athletic Directors
- Student Advisors & Student Group Advisors

~~A complete list is available through the Title IX Coordinators.~~

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 referenced above.

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 discrimination, 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.

Employee Reporting and Disclosing Sexual Misconduct of a Student

In addition to the reporting requirements for Responsible Employees, all employees who have information regarding sexual violence or misconduct of a student or employee are encouraged to report it to the Title IX Coordinator or any Responsible Employee.

Other Procedures for Making a Report of Sexual Assault or Other Sexual Violence, Dating Violence, Domestic Violence or Stalking

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.

After an incident of sexual assault, the victim should consider seeking medical attention as soon as possible at the nearest hospital or medical facility.

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 other copies of 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.

If the complainant desires full confidentiality, he/she should speak with a confidential advisor. The Title IX Coordinator does take third party reports. With your permission, the confidential advisor may file a report on the details of the incident without revealing your identity to the Title

IX Coordinator. The purpose of a confidential report is to attempt to comply with your wish to keep the matter confidential while taking steps to ensure the safety of yourself and others.

Interim Measures

Upon receipt of a complaint, 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. 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 the 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 the right to report a crime to law enforcement and provide the victim with assistance if the victim wishes to do so.

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 violence and 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 its policies and practices.

Miscellaneous

1. **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.
2. **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.

3. 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)), a public crime log and Annual Security Report ("ASR") are 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: Upon receipt of a complaint of sexual violence or 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. 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. Where the allegations are complex or other factors delay the investigative process an extension may be granted by the Title IX Coordinator. The complainant and the respondent will be notified in writing of the identity of the investigator prior to any contact from the investigator.

~~With respect to sexual violence and misconduct complaints that relate to an employee, the Title IX Coordinator and Director of Human Resources will manage the investigation into the allegations made against the employee and will recommend appropriate sanctions against the employee. If the investigation involves both an employee or third party and a student the Title IX Coordinator, Director of Human Resources and a Deputy Coordinator will jointly manage the investigation.~~ 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. 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. 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.

The victim/complainant and respondent has the right to request substitution of these identified individuals with the authority to make a finding or impose a sanction in response to a complaint, if the participation of that individual poses a conflict of interest.

2. 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.
3. Notice to Respondent Of Allegations:
 - a. Generally, within 10 business days of receipt of a complaint by the Title IX Coordinator, the respondent will be given written notice of the general allegations against him/her (unless release of the evidence would endanger the health or safety of victim(s) or witness(es)).
4. 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 an advisor. A personal advisor is defined as a family member, peer, advocate, staff/faculty member, or a union representative. It does not include legal counsel or an attorney at law.
 - 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.
5. Evidence Considered: A trained investigator(s) will interview and receive evidence from the victim, complainant, respondent and any witnesses identified during the course of the investigation. 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. The mere fact of a current or previous consensual dating or sexual relationship between the victim and respondent does not itself imply consent.
6. ~~Preservation of Evidence: Any physical evidence gathered by the investigator will be preserved by the Title IX Coordinator.~~
7. 6. 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.
8. 7. Report of Investigation: 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. The investigator will submit

his/her report to the Title IX Coordinator and a Deputy Coordinator (if a student is involved).

B. Determination

1. Determination: 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 violence or misconduct in violation of policy. 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. For employee cases, the Title IX Coordinator will determine whether the employee engaged in a policy violation involving sexual violence or misconduct.
2. Notice to 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 notify the student via certified mail, return receipt requested, of his/her determination. If the Title IX Coordinator or Deputy Coordinator determines that the respondent has violated the policy regarding sexual violence or misconduct, this notification will also advise the student respondent of
 - a. Disciplinary sanctions; and
 - b. The right to appeal the determination and sanctions in accordance with the Appeal Procedures set forth below.
Employee respondents may follow any appeal or grievance process under any other applicable policies.
3. Notice to Victim and/or Complainant: Concurrently with the notice provided to the respondent, the Title IX Coordinator or Deputy Coordinator (for students) will notify the victim and/or complainant of his/her determination within 7 days of a decision. If the Title IX Coordinator or Deputy Coordinator determines that the respondent has violated the prohibition of sexual violence or misconduct this notification will also advise the victim and/or complainant of:
 - a. Any individual remedies offered or provided to the victim and/or complainant;
 - b. Disciplinary sanctions imposed on the respondent that directly relate to the victim and/or complainant,
 - c. The right to appeal the determination and sanctions in accordance with the Appeal Procedures below.

C. Sanctions, Protective Actions, and Remedies

1. Sanctions: Students who have violated the prohibition on sexual violence or misconduct are subject to any sanctions set forth in the Code of Student Conduct or other Program policies, up to and including expulsion. Furthermore, students could have their privileges to participate in extracurricular activities temporarily suspended if involved in an ongoing investigation. To encourage reporting, a student victim's good faith report of a violation of the sexual violence or misconduct policy will be taken into consideration in determining an appropriate response to the reporting

student's own misconduct (e.g., educational responses for alcohol/drug violations as opposed to disciplinary action).

Employees who have violated the prohibition on sexual violence or misconduct will be subject to disciplinary action up to and including termination.

2. Protective Actions: Protective measures may be implemented as appropriate, including no-contact orders, trespass notices, or other protective measures. IECC will enforce court ordered no-contact, restraining and/or protective orders to the fullest extent.
3. 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, ~~work~~ 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 academic or financial 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 Board (AB). This request must be submitted to the Title IX Coordinator within 10 business days after receipt of the Title IX Coordinator/Deputy Coordinator's letter of determination. 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.

The appeal request must be typewritten, must indicate if the requestor wishes to appear in person before the AB, 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 inform the appellant by certified mail, return receipt request.

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

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

B. Establishment of the Standing AB

A standing AB will hear cases and 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 AB 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:

Chief Academic Officer
Chief Financial Officer
Executive Assistant to the CEO

Alternates: President, Wabash Valley College
President, Olney Central College

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. Decisions in this regard will be made by the AB as a whole. The CEO may appoint interim members as required.

C Hearing Procedures for the AB

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 AB, and call witnesses in his/her behalf.
When requested by the victim, the AB 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. ~~except that the respondent may under no circumstances personally or through his/her advisor question the victim.~~
5. The AB 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 AB 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 AB will render its written decision within ~~10~~ 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 violence or 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 AB is final.
12. If the decision of the AB is to suspend or expel the student respondent, that decision will be transmitted to the Vice President of Academic Affairs. 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 AB 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.

Procedures Governing Complaints Solely Involving Employees and/or Third Parties

An employee or third party should notify the Title IX Coordinator if he or she believes that employees or agents have engaged in sexual violence or misconduct in violation of Board Policy.

The Title IX Coordinator will address the complaint promptly and thoroughly as follows.

A. Filing a Complaint

An employee or third party (hereinafter "Complainant") who wishes to avail him or herself of this procedure may do so by filing a complaint with the Title IX Coordinator. The Title IX Coordinator will request the Complainant to provide a written statement regarding the nature of the complaint and will request a meeting with the Complainant. The Title IX Coordinator shall assist the Complainant as needed.

B. Investigation

Each complaint shall be investigated promptly, thoroughly, impartially, and as confidentially as possible. The Title IX Coordinator or his or her designee will investigate the complaint or appoint a qualified person to undertake the investigation on his/her behalf. As a general rule, all complaints will be investigated, even when the Complainant requests that nothing be done. The investigator will inform potential complainants, complainants, and witnesses that the Board prohibits any form of retaliation against anyone who, in good faith, brings a complaint or provides information to the individual investigating a complaint.

Training, Prevention and Education

A. For Students and Employees

IECC will provide training annually ~~The Board, through its CEO, will review on an ongoing basis, its sexual violence or misconduct prevention and education programming to ensure students and employees are provided substantive opportunities for training annually 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 Violence Policy against Sexual Violence and Misconduct and the related protocols.~~

B. For Employees

IECC ~~The Board, through its CEO,~~ will also 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; a referral or provision of services to a survivor; or any campus complaint resolution procedure for sexual violence.

Training for Designated Employees

The Title IX Coordinator, Deputy Coordinators, Responsible Employees, investigators, victim advocates, counselors, legal counsel and anyone else involved in responding to, investigating or adjudicating sexual misconduct incidents must receive education and 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 definition, and other pertinent topics. The CEO 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, ~~timely~~ updated regularly and made available: the comprehensive policy; student notification of rights, contact information for Title IX 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 violence. The task force shall meet a minimum of twice per year.

Reporting

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

Notification of Rights and Options

A victim of sexual violence or 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 a report and will investigate and resolve the matter pursuant to policy. IECC respects the sensitive nature of such complaints and the privacy of victims of sexual violence or 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: ~~Tara Buerster, Director of Human Resources, 233 E Chestnut Street, Olney, IL 62450, 618-393-2982, 5521, buerstert@iecc.edu~~ 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.</u> <u>College</u>	<u>Lincoln Trail</u> <u>College</u>	<u>Olney Central</u> <u>College</u>	<u>Wabash Valley</u> <u>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	Megan Scott Assistant Dean of Student Services 11220 State Highway 1 Robinson, IL 62454 618-546-2252 or 866-582-4322 scottm@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:

<p><u>Frontier Comm. College</u> Jay Edgren President 618-842-3711, ext. 4001 or 877-464-3687</p>	<p><u>Lincoln Trail College</u> Ryan Gower President 618-544-8657, ext. 1121 or 866-582-4322</p>	<p><u>Olney Central College</u> Rodney Ranes President 618-395-7777, ext 2001 or 866-622-4322</p>	<p><u>Wabash Valley College</u> Matt Fowler President 618-262-8641, ext. 3383 Or 866-982-4322</p>
<p>Paul Bruinsma Dean of Instruction 618-842-3711, ext. 4005 or 877-464-3687</p>	<p>David Carpenter Dean of Instruction 618-544-8657, ext. 1144 or 866-582-4322</p>	<p>Jeff Cutchin Dean of Instruction 618-395-7777, ext 2002 or 866-622-4322</p>	<p>Robert Conn Dean of Instruction 618-262-8641, ext 3382 or 866-982-4322</p>
<p><u>Other CSA's at FCC</u> Faculty/Administrators/Supervisors Athletic Director & Coaches Student Group Advisors & <u>Student Advisors</u></p>	<p><u>Other CSA's at LTC</u> Faculty/Administrators/Supervisors Athletic Director & Coaches Student Group Advisors & <u>Student Advisors</u></p>	<p><u>Other CSA's at OCC</u> Faculty/Administrators/Supervisors Athletic Director & Coaches Student Group Advisors & <u>Student Advisors</u></p>	<p><u>Other CSA's at WVC</u> Faculty/Administrators/Supervisors Athletic Director & Coaches Student Group Advisors & <u>Student Advisors</u></p>

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 violence and 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.

Upon receipt of a report of sexual violence or 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 or, 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

(Insert list of area counseling centers once affiliation agreements are developed.)

Additional Off-Campus Resources:

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

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

Fairfield Police 911 Wayne Co. Sheriff 842-6631	Robinson Police 911 Crawford Co. Sheriff 546-1515	Olney Police 911 Richland Co. Sheriff 395-7481	Mt. Carmel Police 911 Wabash Co. Sheriff 262-4186
*Fairfield Memorial 842-2611 303 NW 11 th Street Fairfield, IL 62837-2601 CAISA 544- 9379 Southeastern IL Counseling <u>SAFE</u> 618-244- 9330 <u>Wayne Family</u> <u>Counseling</u> Regular Hours 842- 2125 24 Hour Crisis 395- 5026	*Crawford Memorial 544-3131 1000 N Allen Street Robinson, IL 62454 CAISA 618- 544-9379 Southeastern IL Counseling <u>Crawford Family</u> <u>Counseling</u> Regular Hours 842- 2125 546-1021 24 Hour Crisis 395-5026	*Richland Memorial 395-2131 800 E. Locust Street Olney, IL 62450 CAISA 544- 9379 Southeastern IL Counseling <u>Richland Family</u> <u>Counseling</u> Regular Hours 395-4306 24 Hour Crisis 395-5026	*Wabash General 262-8621 1418 College Drive Mt. Carmel, IL 62863 CAISA 544- 9379 Southeastern IL Counseling <u>Depot Counseling</u> Regular Hours 262-7473 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:

<u>Frontier Community College</u>	<u>Megan Black</u>
<u>2 Frontier Drive</u>	<u>Eric Resor</u>
<u>Fairfield, IL 62837</u>	
<u>Phone: (618) 842-3711</u>	

<u>Lincoln Trail College</u>	<u>Tyler Browning</u>
<u>11220 State Highway 1</u>	<u>Rena Gower</u>
<u>Robinson, IL 62454</u>	
<u>Phone: (618) 544-8657</u>	

<u>Olney Central College</u>	<u>Linda Horn</u>
<u>305 North West Street</u>	<u>Doug Shipman</u>
<u>Olney, IL 62450</u>	
<u>Phone: (618) 395-7777</u>	

<u>Wabash Valley College</u>	<u>Tiffany Cowger</u>
<u>2200 College Drive</u>	<u>John Day</u>
<u>Mt. Carmel, IL 62863</u>	
<u>Phone: (618) 262-8641</u>	

<u>Workforce Education</u>	<u>Laurel Taylor</u>
<u>John A. Logan College</u>	<u>Kim Underwood</u>
<u>Carterville, IL 62918</u>	
<u>Phone: (618) 985-3741</u>	

<u>District Office</u>	<u>Bonnie Chaplin</u>
<u>233 East Chestnut Street</u>	<u>Alex Cline</u>
<u>Olney, IL 62450</u>	
<u>Phone: (618) 393-2982</u>	

The Chief Executive Officer shall update Appendix A as necessary.

Agenda Item #8B

100.17 Sexual Harassment

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Policy 100.17 Sexual Harassment

The Board of Trustees has adopted the policy on Preventing Sexual Violence in Higher Education. The Board had earlier adopted a policy on Sexual Harassment. The proposed change would allow the two policies to be processed under one procedure. Therefore, a sexual violence allegation would be conducted in the same manner as a sexual harassment complaint. This policy change defines this procedure.

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

TLB/rs

Attachment

Policy on Sexual Harassment (100.17)

Date Adopted: November 17, 1998

Revised: March 15, 2005

Revised: February 17, 2009

Revised: October 20, 2015

Revised: October 18, 2016 (Pending Cabinet and Board approval)

Illinois Eastern Community Colleges (IECC) is committed to maintaining a fair and respectful environment for work and study. To that end, and in accordance with federal and state law and Board of Trustees' policy, IECC prohibits any member of the faculty, staff, administration, or student body, regardless of the sex of the other party, from sexually harassing any other member of the IECC community. Violation of this policy shall be considered grounds for disciplinary action up to and including discharge or expulsion.

Defining 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.

Any report of allegations of sexual assault, domestic violence, dating violence or stalking is considered to fall under "sexual violence" and will be processed under procedures set forth under Board Policy 100.31 Preventing Sexual Violence. A complaint involving harassment not involving such conduct as described above will be investigated pursuant to Board Policy and Procedure 100.17 Sexual Harassment. In no event shall a complaint proceed simultaneously through more than one internal procedure.

Examples of Sexual Harassment

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

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation, or attempts to commit these assaults, and intentional 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.

Sexual harassment between students, neither of whom is employed by IECC, should be reported to the appropriate investigators.

The Chief Executive Officer has designated a minimum of two persons to hear and investigate cases of alleged sexual harassment (See Appendix A.). A student or staff member who believes that he/she has been the victim of sexual harassment should immediately report such conduct to one of these designated

persons and complete the Sexual Harassment allegation form. An appropriate investigation of each complaint received will be conducted.

Responsible Administrators

a. Sexual Harassment Investigators

The Sexual Harassment Investigators are the individual's designated by the Chief Executive Officer to investigate reports and complaints of sexual harassment in accordance with IECC policy and procedure.

b. Presidents

The Presidents are the individuals designated to review investigative reports of sexual harassment at the colleges and to determine the appropriate action for IECC to take based on the findings. If the allegation is against the President, the report will be submitted to the Chief Executive Officer.

c. Chief Executive Officer

The Chief Executive Officer will review reports of sexual harassment at the District level. If the allegation is against the Chief Executive Officer, the report will be submitted to the Chair of the Board of Trustees.

d. Deans/Associate Deans/Directors/Supervisory Personnel

All supervisory personnel are responsible for ensuring compliance with IECC's Sexual Harassment Policy and appropriate procedures.

Investigations will be initiated within one working day of receiving the complaint. The investigator will schedule a conference within five working days from the date of receipt of the complaint. Complainants may choose to be accompanied by a co-worker, another student, or other individual or their choice when attending meetings to discuss the allegations. Every reasonable effort will be made to determine the facts pertinent to the allegations. The investigator will submit a written report to the College President, including a recommendation for appropriate disciplinary action where deemed necessary. If the allegation is against the President, the report will be submitted to the Chief Executive Officer. At the District level, the report will be submitted to the Chief Executive Officer. If the allegation is against the Chief Executive Officer, the report will be submitted to the Chair of the Board of Trustees.

If the complaint can be resolved to the satisfaction of all parties, the matter will be considered closed, subject to re-opening upon further complaint or additional information.

If the complainant is dissatisfied with the decision of the President, he/she may appeal to the Chief Executive Officer. A written response shall be provided within five working days of receipt of the appeal. Then, if dissatisfied, the complainant may appeal to the Chair of the Board of Trustees. The Chair of the Board will provide the complainant with a written response within five working days of receipt of the appeal. The Chair of the Board of Trustees shall have final appeal authority.

In cases of recurrent complaints, or in cases of flagrant unlawful behavior, immediate action may be taken by the President and/or Chief Executive Officer.

The administration will take all necessary steps to protect the rights of both complainant and alleged harasser.

Any employee found to have committed sexual harassment while participating in an Illinois Eastern sponsored program or service will be subject to disciplinary action up to and including discharge. Any

student found to have committed sexual harassment while participating in an Illinois Eastern sponsored program or service will be subject to disciplinary action up to and including expulsion.

Those who feel they have been sexually harassed or 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

Persons found to have retaliated or discriminated against an employee or student for complaining about sexual harassment or for initiating or assisting with a claim of sexual harassment will be subject to appropriate disciplinary action.

The rights to confidentiality, both of the complainant and of the alleged harasser, will be respected consistent with the District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

If an investigation results in a finding that the complainant falsely accused another of sexual harassment knowingly or in a malicious manner, the complainant will be subject to appropriate discipline, up to and including discharge or expulsion.

Appendix A

The following have been appointed by the Chief Executive Officer to receive and investigate allegations of sexual harassment:

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

Tiffany Cowger
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 #9

Policy Second Reading

None

Agenda Item #10

Staff Recommendations for Approval

Agenda Item #10A

Certificate of Compliance with the Truth in Taxation Law

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 18, 2016

RE: Certificate of Compliance with the Truth in Taxation Law

At the September 20th Board meeting, the Board approved the District's estimated aggregate tax levy and required that notice of the District's levy be placed in District newspapers and that a hearing be conducted on the levy pursuant to the Truth in Taxation Law which requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the District.

Since the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended upon the levy of the preceding year, public notice was given and a public hearing was held on the District's intent to adopt a tax levy in an amount which is more than 105% of such extension for the preceding year.

The Board estimated the aggregate amount of taxes to be levied for the year 2016 is \$4,510,000 and that the aggregate amount of taxes estimated to be levied for the year 2016 did exceed 105% of the taxes actually extended by the district in the year 2015. Public notice was placed in the following newspapers of general circulation in District,

Marshall Advocate, Clark County
Clay County Advocate-Press, Clay County
Robinson Daily News, Crawford County
Toledo Democrat, Cumberland County
Prairie Post, Edwards and Wabash Counties
McLeansboro Times Leader, Hamilton County
Newton Press-Mentor, Jasper County
Lawrenceville Daily Record, Lawrence County
Olney Daily Mail, Richland County
Wayne County Press, Wayne County
Carmi Times, White County

The notice was published not more than 14 days nor less than 7 days prior to the hearing. A public hearing was held in the manner and time described in the notice.

I ask the Board's approval of the attached Truth in Taxation Certificate of Compliance.

TLB/akb

**TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE**

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.

CHECK ONE OF THE CHOICES BELOW:

The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law, and a copy of the ad is attached.

The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, notice and a hearing were not necessary.

The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.

The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

This certificate applies to the 2016 levy.

Date: _____

Presiding Officer: _____

(Signature)

**NOTICE OF PROPOSED TAX INCREASE FOR
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2016 will be held on October 18, 2016 at 7:00 p.m. at Frontier Community College, Fairfield, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618.393.2982).

- II. The corporate and special purpose property taxes extended or abated for the year 2015 were \$4,282,749.

The proposed corporate and special purpose property taxes to be levied for 2016 are \$4,510,000. This represents a 5% increase over the previous year extension.

- III. The property taxes extended for debt service for 2015 were \$2,110,259.

The estimated property taxes to be levied for debt service and public building commission leases for 2016 are \$2,063,475. This represents a 2% decrease over the previous year.

- IV. The total property taxes extended or abated for 2015 were \$6,393,008.

The estimated total property taxes to be levied for 2016 are \$6,573,475. This represents a 3% increase over the previous year extension.

Section 5: This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 20th day of September 2016.

BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE AND WHITE
STATE OF ILLINOIS

By: G. Andrew Fischer
Chairman

ATTEST:
Renee Smith
Secretary

Agenda Item #10B

Certificate of Tax Levy for FY2018

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Certification of Tax Levy for FY2018

The Board must certify IECC's tax levies for FY2018, beginning July 1, 2017 and ending June 30, 2018. The Certificate of Tax Levy is attached for your review. Prior years' information is also presented for comparison purposes.

In addition to the education and building fund, this certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for the outstanding bond issue and tort liability, workmen's compensation, audit, unemployment, Medicare and other insurance.

The tax rate for FY2018 is estimated at 43.82 cents per \$100 in equalized assessed valuation.

I recommend that the Certificate of Tax Levy for FY2018 be approved as presented.

TLB/akb

Attachment

CERTIFICATE OF TAX LEVY

Richland, Clark, Clay, Crawford, Cumberland,
Community College District No. 529 County(ies) Edwards, Hamilton, Jasper, Lawrence, Wayne, Wabash & White
Community College District Name Illinois Eastern Community Colleges District #529 and State of Illinois

We hereby certify that we require:

- the sum of \$ 2,625,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and
- the sum of \$ 1,125,000 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 \$ 350,000 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 \$ 130,000 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 2016.

Signed this 18th day of October, 2016.

Chairman of the Board of Said Community College District

Secretary of the Board of Said Community College District

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full 1.

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.

.....
(Detach and return to Community College District)

This is to certify that the Certificate of Tax Levy for Community College District No. _____ County(ies) of _____
_____ and State of Illinois on the equalized assessed value of all taxable
property of said community college district for the year 20____ was filed in the office of the County Clerk of this county on
_____, 20____

In addition to an extension of taxes authorized by levies made by the board of said community college district and additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total amount, as approved in the original resolution(s), for said purpose for the year 20____ is \$_____.

Date

County Clerk and County

**Illinois Eastern Community Colleges
Tax Levy History**

It is necessary to certify our tax levies for FY 2018, beginning July 1, 2017 and ending June 30, 2018. This information and that of prior years is presented below to assist in evaluating next year's levy.

FISCAL YEAR	ACTUAL EAV	EDUCATIONAL LEVY	BUILDING LEVY	OPERATING LEVY	OPERATING TAX EXTENSION	TOTAL TAX LEVY RATE	ACTUAL EXTENSION TAX RATE	
1998	904,660,676	1,610,000	690,000	2,300,000	2,261,652	46.24	45.47	
1999	945,037,299	1,800,000	765,000	2,565,000	2,362,593	48.07	44.28	
2000	983,802,073	1,820,000	780,000	2,600,000	2,459,505	46.27	43.77	
2001	980,620,689	1,837,500	787,500	2,625,000	2,451,552	44.71	41.76	
2002	1,010,227,912	1,837,500	787,500	2,625,000	2,525,570	46.91	45.13	
2003	1,019,727,226	1,925,000	825,000	2,750,000	2,549,318	47.91	44.41	
2004	1,034,733,922	1,925,000	825,000	2,750,000	2,586,835	47.24	44.44	
2005	1,023,487,154	1,925,000	825,000	2,750,000	2,558,718	46.99	43.72	
2006	1,077,939,382	1,925,000	825,000	2,750,000	2,694,848	45.91	44.99	
2007	1,101,476,437	2,100,000	900,000	3,000,000	2,753,691	46.36	42.55	
2008	1,109,341,717	2,135,000	915,000	3,050,000	2,773,354	46.97	42.71	
2009	1,373,502,477	2,135,000	915,000	3,050,000	3,019,810	45.78	39.36	
2010	1,203,320,686	2,450,000	1,050,000	3,500,000	3,008,302	48.99	42.11	
2011	1,268,645,929	2,450,000	1,050,000	3,500,000	3,171,615	45.94	41.63	
2012	1,266,328,720	2,450,000	1,050,000	3,500,000	3,165,822	48.47	43.84	
2013	1,289,013,277	2,450,000	1,050,000	3,500,000	3,202,552	48.59	44.46	
2014	1,313,132,171	2,353,750	1,008,750	3,362,500	3,263,408	45.81	44.46	
2015	1,316,174,679	2,450,000	1,050,000	3,500,000	3,287,696	49.45	46.45	
2016	1,355,971,691	2,450,000	1,050,000	3,500,000	3,389,930	47.50	46.01	
2017	1,423,399,651	2,450,000	1,050,000	3,500,000	3,535,634	44.73	45.19	
						46.94	43.84	Average
Estimated:								
2018	1,500,000,000	2,625,000	1,125,000	3,750,000	??	43.82	??	

In addition to the Educational and Building Fund, our certificate of tax levy will carry the statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, for insurance purposes: (tort liability, Medicare, worker's compensation and unemployment), and for financial audit purposes.

Agenda Item #10C

GASB Designation of Tax Levy Year

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: October 18, 2016
RE: GASB Designation of Tax Levy Year

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 District levies and extends taxes based upon a calendar year. The calendar year overlaps 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 2016 will be collected late in calendar year 2017 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2018 (July 1, 2017 – June 30, 2018).

I ask the Board's adoption of this resolution.

RB/akb

Attachment

RESOLUTION SETTING FORTH TAX LEVIES FOR 2016

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 2016 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 Six Hundred Twenty Five Thousand Dollars (\$2,625,000) be levied as a tax for Educational purposes; and the sum of One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000) 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 Three Hundred Fifty Thousand Dollars (\$350,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of One Hundred Thirty Thousand Dollars (\$130,000) 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 2016 to be collected in the year 2017; and that the income from the levy for the year 2017 be allocated 100% for Fiscal Year 2018.

Adopted this 18th day of October, A.D. 2016

AYES:

NAYS:

ABSENT:

Chairman, Board of Trustees Date
Illinois Eastern Community College District #529

ATTEST:

Secretary, Board of Trustees Date
Illinois Eastern Community College District #529

Agenda Item #10D

Consideration and action on a Resolution authorizing the issuance of not to exceed \$6,000,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source) for community college purposes.

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Issuance of General Obligation Bonds

Because the State of Illinois has not paid the money due the District for credit hour reimbursement, the Board of Trustees should issue General Obligation Bonds in the principle amount not to exceed \$6,000,000 to meet the financial obligations of the District. These bonds will be used for community college purposes to defray the ordinal and necessary cost of operating the District. The payment of the principal and interest on the bonds will be from tuition, student fees, and ad valorem property taxes at a rate to pay the principal and interest on the Bonds. The District has historically levied .15 cents per hundred for bond principal and interest and these bonds would be paid within the existing historic rate.

These bonds would be issued subject to a back door referendum, and if a petition signed by sufficient electors of the District asking that the issuance of the Bonds be submitted to referendum, an election on the issuance of these bonds would be held on the 4th day of April, 2017. If no such petition is filed within said thirty (30) day period, then the District shall thereafter be authorized to issue the Bonds.

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

I ask the Board approve a motion of intent to issue Taxable General Obligation Bonds in the amount not to exceed \$6,000,000.

TLB/rs

Attachment

RESOLUTION authorizing the issuance of Taxable General Obligation Bonds (Alternate Revenue Source) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, in an aggregate principal amount not to exceed \$6,000,000, for community college purposes, pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended.

* * *

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

WHEREAS, the Board of Trustees of the District (the “*Board*”) has determined that it is advisable, necessary and in the best interests of the District to defray the ordinary and necessary costs of operating the District (the “*Purposes*”), all in accordance with the preliminary plans and estimate of costs heretofore approved by the Board and now on file in the office of the Secretary of the Board; and

WHEREAS, the estimated costs of the Purposes, including legal, financial, bond discount, capitalized interest, printing and publication costs and other expenses, is not less than \$6,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, such costs are expected to be paid for from the proceeds of alternate bonds authorized to be issued at this time pursuant to the Act; and

WHEREAS, it is necessary and for the best interests of the District that the Purposes be financed and in order to raise the funds required for such purpose it will be necessary for the District to borrow an amount not to exceed \$6,000,000 and in evidence thereof to issue alternate bonds in an aggregate principal amount not to exceed \$6,000,000, all in accordance with the Act; and

WHEREAS, the revenue sources that will be pledged to the payment of the principal of and interest on such alternate bonds will be tuition and student fees; and

WHEREAS, if such revenue sources are insufficient to pay such alternate bonds, ad valorem property taxes levied upon all taxable property in the District without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on such alternate bonds:

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

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

Section 2. Determination to Issue Bonds. It is necessary and in the best interests of the District to undertake the Purposes in accordance with the preliminary plans and estimate of costs as described, and that for such purpose general obligation alternate bonds of the District are hereby authorized to be issued and sold from time to time in an aggregate principal amount not to exceed \$6,000,000 (the “Bonds”).

Section 3. Retention of Placement Agent and Approval of Bond Counsel. The Board does hereby retain First Midstate Inc., Bloomington Illinois, as Placement Agent and approve of Chapman and Cutler LLP, Chicago, Illinois, as bond counsel to the Placement Agent, with respect to the proposed issuance of said bonds.

Section 4. Publication. This Resolution, together with a notice in the statutory form, shall be published in the *Mt. Carmel Daily Republican Register*, the same being a newspaper of general circulation in the District, and if no petition, signed by 5,500 electors, the same being equal to the greater of (i) 7.5% of the registered voters in the District or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, asking that the issuance of the Bonds be submitted to referendum, is filed with the Secretary of the Board within thirty (30) days after the date of the publication of this Resolution and said notice, then the Bonds shall be authorized to be issued.

Section 5. Additional Resolutions. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional resolutions or proceedings supplementing or amending this Resolution providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount

of the Bonds as set forth in this Resolution is not exceeded and there is no material change in the Purposes described herein. Such additional resolutions or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Resolution, together with such additional resolutions or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 7. Repealer. All resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

Adopted October 18, 2016.

Chairman, Board of Trustees

Secretary, Board of Trustees

CERTIFICATION OF RESOLUTION AND MINUTES

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 18th day of October, 2016, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, in an aggregate principal amount not to exceed \$6,000,000, for community college purposes, pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 18th day of October, 2016.

Secretary, Board of Trustees

Agenda Item #10E

Annual Financial Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 18, 2016

RE: Annual Financial Report

Pursuant to Section 3-22.2 of the Public Community College Act, each district is required to annually publish a financial statement prior to November 15, in a newspaper of general circulation in the district. Then a copy of this publication must be filed with the ICCB by December 1.

Attached is the Annual Financial Report for IECC that will be published.

Mr. Chairman, I recommend the Board approve the Annual Financial Report for IECC so that it may be published locally and filed with the ICCB on a timely basis.

TLB/akb

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529

ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended June 30, 2016

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

Total District Assessed Valuation:	\$1,423,399,651
Total District Bonded Debt:	\$ 4,325,000

Tax Revenues:	<u>Extensions</u>	<u>Rates</u>
Education Fund	\$ 2,474,988	0.00175
Operations and Maintenance Fund	\$ 1,060,646	0.00075
Bond and Interest Fund	\$ 2,110,259	0.00149
Liability, Protection, and Settlement Fund	\$ 676,333	0.00048
Audit Fund	\$ 70,782	0.00005

STATEMENT OF REVENUE AND EXPENDITURES

For the Fiscal Year Ended 2016

<u>REVENUE BY SOURCE</u>	<u>Education Fund</u>	<u>Operations & Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Other Tax Funds</u>
Local Government	2,858,574	1,224,051	2,499,059	780,153
State Government	4,549,093	-	-	-
Federal Government	-	-	-	-
Student Tuition and Fees	13,037,673	-	-	-
Other Sources	369,604	46,926	12,404	53,032
TOTAL REVENUE	20,814,944	1,270,977	2,511,463	833,185
 <u>EXPENDITURES BY PROGRAM</u>				
Instruction	12,430,403	-	-	-
Academic Support	463,780	-	-	-
Student Services	1,870,396	-	-	-
Public Services	35,449	-	-	-
Auxiliary Enterprises	-	-	-	-
Operation and Maintenance of Plant	70,001	2,834,780	-	134,301
Institutional Support	5,368,784	2,358	2,070,261	3,586,749
Scholarships, Student Grants, and Waivers	7,031,233	-	-	-
TOTAL EXPENDITURES	27,270,046	2,837,138	2,070,261	3,721,050
 OTHER FINANCING USES: Operating Transfers-In / (Out)	 (1,421,897)	 -	 -	 65,000
 FUND BALANCE (Deficit), June 30, 2016	 8,858,179	 3,596,364	 621,660	 1,134,125

Illinois Eastern Community Colleges offers a wide variety of educational opportunities.

Frontier Community College, Lincoln Trail College, Olney Central College and Wabash Valley College offer degrees in Associate in Arts, Associate in Science, Associate in General Studies, Associate in Science and Arts, Certificate in General Studies and Certificates in (8) eight Vocational Skills areas.

In addition, Frontier Community College offers (22) twenty-two Certificates in Career and Technical Education and (10) ten Associate in Applied Science degrees. Frontier delivers the above offerings to (5) five of the Counties of Illinois Eastern Community College District No. 529.

Lincoln Trail College offers (24) twenty-four Certificates in Career and Technical Education and (13) thirteen Associate in Applied Science Degrees in Career and Technical Education.

Olney Central College offers (32) thirty-two Certificates in Career and Technical Education and (15) fifteen Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (34) thirty-four Certificates in Career and Technical Education and (17) seventeen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

Headcount: 28,827	Full-time Equivalent: 4,406
Staff Data: Full-time 268	Part-time: 813

All accounts of said Illinois Eastern Community College District No. 529 were audited by Clifton Larson Allen, LLP, Certified Public Accountants, for the fiscal year July 1, 2015 through June 30, 2016.

Dated at Olney, Illinois, this 18th day of October 2016.

Chairman, Board of Trustees: _____
G. Andrew Fischer

Secretary, Board of Trustees: _____
Renee Smith

Treasurer, Board of Trustees: _____
Roger Browning

It is the policy of the Board of Trustees of Illinois Eastern Community Colleges not to discriminate on the basis of race, color, religion, sex, age, disability, or national origin. Illinois Eastern Community Colleges operates pursuant to all applicable laws relating to the Americans with Disabilities Act, PL 101-336. Inquiries regarding compliance with the policy may be directed to:

Equal Opportunity Officers:

Bonnie Chaplin, IECC District Office, Olney, IL
Paul Bruinsma, Frontier Community College, Fairfield, IL
David Carpenter, Lincoln Trail College, Robinson, IL
Andrea Pampe, Olney Central College, Olney, IL
Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

Agenda Item #10F

Eligibility for Special Tax Levy

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Eligibility for Special Tax Levy

The Public Community College Act allows districts eligible for equalization to levy up to the combined state-wide average tax rate for education and operations and maintenance purposes if the district is currently levying less than that amount.

The Illinois Community College Board has certified that the average tax rate for education and operations and maintenance purposes is 29.97 cents per \$100.00 of equalized assessed valuation. Therefore, the District is eligible to levy an additional 4.97 cents of taxes, which would generate estimated additional tax revenue of \$673,727. If the Board were to utilize this additional levy authority, such levy would be subject to a back door referendum.

The Board of Trustees has not utilized this additional tax authority in the past. However, in the future as state revenues decline, the Board may want to consider this additional tax levy.

TLB/rs

Agenda Item #10G

Health Savings Accounts, Calendar Year 2017

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Health Savings Accounts, Calendar Year 2017

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

Bargaining unit faculty are eligible to participate in the HSA program. Pursuant to the current bargaining unit faculty contract, the Board agreed to a \$1,000 HSA contribution for calendar year 2017 for faculty. Since the HSA program requires equal contributions, the Board will also need to contribute \$1,000 to each non-bargaining unit employee's HSA. This contribution would be only for non-bargaining unit employees working at least 40 hours of service per week.

The Board normally establishes the amount of the District's contribution to the participant's HSA prior to the beginning of the open enrollment period which will begin the end of October and run through early December. Recent contributions to qualified employees' HSA are shown below:

Calendar Year 2012 - \$1,000
Calendar Year 2013 - \$1,000
Calendar Year 2014 - \$1,000
Calendar Year 2015 - \$1,000
Calendar Year 2016 - \$1,000
Calendar Year 2017 - \$1,000 (Recommended)

The Administration believes the District's high deductible plan has been successful in reducing the size of premium increases. I recommend that the Board make a \$1,000 contribution for Calendar Year 2017 to each qualified employee's HSA. A qualified employee being all bargaining unit faculty employees and all non-bargaining unit employees working at least 40 hours of service per week as defined in Business Procedure 300.1 for Employee Benefits.

TLB/akb

Agenda Item #10H

Health and Dental Insurance, Calendar Year 2017

MEMORANDUM

TO: Board of Trustees

FROM: Roger Browning

DATE: October 18, 2016

RE: Health & Dental Insurance – Calendar Year 2017

At the August, 2016 Board meeting the board approved IECC working with Arthur J. Gallagher to develop additional plans with BCBS under a Marketplace concept. Attached are the plans that have been negotiated with BCBS to be offered under the IECC Marketplace. There are four (4) plans available for employees to choose from with varying rates and options for each plan.

In addition to health and dental insurance, employees will also have options to purchase vision, critical illness, accident, term life, and long term disability insurance at their own expense based on individual needs. Currently, the District offers a \$250 deductible plan and a \$1,500 deductible plan. The new IECC marketplace makes available the option of a \$250 deductible plan, a \$1,500 deductible plan, a \$2,650 deductible plan, and a \$6,000 deductible plan. These are the plans that the Health Insurance Committee are recommending to make coverage as affordable as possible for single coverage and dependent coverage.

These 2017 premiums represent a 12.4% increase for the \$250 deductible plan and a 15.1% increase for the \$1,500 deductible plan. The premium for the \$2,650 deductible plan is a 0% increase over the current District plan and the premium for the \$6,000 deductible plan is a 5.6% reduction over the current District plan.

Approximately 90% of employees currently have approved medical expenses less than the \$1,500 annual deductible, so increasing the deductible to the \$2,650 or the \$6,000, would not affect a significant number of employees because they are currently spending less than the \$1,500 deductible.

The District would continue to contribute \$846.94 per month for benefits. This is equivalent to the 2016 premiums for health and dental. District employees would then go to the IECC Marketplace and shop for the benefits that best suits their needs.

If the employee chooses one of the Qualified High Deductible Plans (\$1,500, \$2,650, or \$6,000 deductible) they would also qualify for a Health Savings Account (HSA). In addition, the District will continue to offer the Medical Reimbursement Plan (MRP) for eligible employees.

The administration believes that the plan options offered should be successful in reducing the size of premium increases in the future. The recent history of the District's health rate increases follow:

Rate Increase History

January 1, 2011 – December 31, 2011	8.5% Increase
January 1, 2012 – December 31, 2012	7.2% Increase
January 1, 2013 – December 30, 2013	5.6% Increase
January 1, 2014 – December 30, 2014	12.3% Increase (Includes 3.3% for ACA)
January 1, 2015 – December 30, 2015	(5.6%) Decrease
January 1, 2016 – December 30, 2016	15.3% Increase
January 1, 2017 – December 30, 2017	Varies by Option

For dental premiums, we were able to negotiate a 0% premium increase for employee and dependent coverage for calendar year 2017 compared to calendar year 2016.

As required by the Affordable Care Act, the January 1, 2017 renewal for BCBS will also include language that continues to include Level 2 employees to the group of employees eligible for health insurance coverage. Level 2 employees are employees who average between 30 – 39.99 hours of service per week. These employees are eligible for health insurance benefits and they pay 9% of gross wages towards the cost of the premium.

I recommend that the Board accept these plans and premiums as outlined in the following attachments and recommended by the District Health Insurance Committee.

RB/rs

**IECC Marketplace Options
Calendar Year 2017**

Benefit	Option # 1		Option # 2		Option # 3		Option # 4	
Deductible								
- Per Person	\$ 6,000 **		\$ 2,650 **		\$ 1,500		\$ 250	
- Per Family	\$ 12,000 **		\$ 5,300 **		\$ 3,000		\$ 750	
Coinsurance	80%		80%		100%		90%	
Medical Out-of-Pocket								
- Per Person	\$ 6,550		\$ 5,300		\$ 3,000		\$ 1,250	
- Per Family	\$ 13,100		\$ 10,600		\$ 6,000		\$ 2,500	
Rates	Total Premium	EE Net Premium	Total Premium	EE Net Premium	Total Premium	EE Net Premium	Total Premium	EE Net Premium
Employee	\$ 772.61	\$ (45.42)	\$ 818.03	\$ -	\$ 941.75	\$ 123.72	\$ 1,044.39	\$ 226.36
Employee & Spouse	\$ 1,664.68	\$ 846.65	\$ 1,801.13	\$ 983.10	\$ 1,990.45	\$ 1,172.42	\$ 2,211.61	\$ 1,393.58
Employee & Child(ren)	\$ 1,231.94	\$ 413.91	\$ 1,332.93	\$ 514.90	\$ 1,473.02	\$ 654.99	\$ 1,636.69	\$ 818.66
Full Family	\$ 2,248.16	\$ 1,430.13	\$ 2,432.45	\$ 1,614.42	\$ 2,688.11	\$ 1,870.08	\$ 2,986.79	\$ 2,168.76

**** Embedded deductibles**

IECC Benefit Option examples

Employee Age 52; Single coverage

<u>Example 1</u>	Employee enrolls in \$250 Ded option 4
Employee Net Premium:	
Medical*	\$226.36
Dental	<u>\$0.00</u>
Total monthly	\$226.36

<u>Example 2</u>	Employee enrolls in \$1,500 Ded option 3
Employee Net Premium:	
Medical*	\$123.72
Dental	<u>\$0.00</u>
Total monthly	\$123.72

<u>Example 3</u>	Employee enrolls in \$2,650 Ded option 2
Employee Net Premium:	
Medical*	\$0.00
Dental	<u>\$0.00</u>
Total monthly	\$0.00

<u>Example 4</u>	Employee enrolls in \$6,000 Ded option 1
Employee Net Premium:	
Medical*	-\$45.42
Dental	\$0.00
Critical Illness \$5,000	\$11.18
Accident plan C	\$22.41
Vision Option 2	<u>\$10.18</u>
Total monthly	-\$1.65

HSA contribution \$19.80 per year (\$1.65x12)

*\$1,000 College HSA contribution

FILE: Examples of Insurance Choices

Employee Age 36; Single Coverage

<u>Example 1</u>	Employee enrolls in \$250 Ded option 4
Employee Net Premium:	
Medical*	\$226.36
Dental	<u>\$0.00</u>
Total monthly	\$226.36

<u>Example 2</u>	Employee enrolls in \$1,500 Ded option 3
Employee Net Premium:	
Medical*	\$123.72
Dental	<u>\$0.00</u>
Total monthly	\$123.72

<u>Example 3</u>	Employee enrolls in \$2,650 Ded option 2
Employee Net Premium:	
Medical*	\$0.00
Dental	<u>\$0.00</u>
Total monthly	\$0.00

<u>Example 4</u>	Employee enrolls in \$6,000 Ded option 1
Employee Net Premium:	
Medical*	-\$45.42
Dental	\$0.00
Critical Illness \$5,000	\$3.22
Accident plan C	\$22.41
Vision Option 2	<u>\$10.18</u>
Total monthly	-\$9.61

HSA contribution \$115.32 per year (\$9.61x12)

Agenda Item #10I

FCC Baseball Field Projects

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2017
RE: FCC Baseball Field Projects

The Frontier College Foundation has approved a gift to FCC for \$50,000. These funds would allow for the completion of dugouts, fencing, bleachers, concrete work around the dugouts, a concession stand with bathrooms, and a booth for announcers and scorers.

If the Board accepts these funds, the expenditures of the funds would follow the bid process for items over \$25,000 with Board approval following the bid process.

I ask the Board's acceptance of the \$50,000 gift from the FCC Foundation for baseball field projects.

TLB/rs

Agenda Item #10J

FCC Baseball Field Name Designation

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2017
RE: FCC Baseball Field Name Designation

President Jay Edgren has held discussions with potential individuals and companies for naming rights to the new FCC Baseball Field. Following these discussions, the Fairfield National Bank has agreed to pay \$55,000 for the right to name the new field the “FNB Field-Fairfield National Bank” for a term of 15 years.

The official field name would be prominently displayed at mutually agreed upon locations and will have signage dominance above all other sponsors or vendors. The official name will be utilized on all official written and oral references to the field, including game programs, press releases, and social media. Further, if the bank is involved in a sale or merger, it may change the official field name with the approval of the IECC Board of Trustees. The bank is aware that IECC has reserved the right to sell advertising field space to other vendors while adhering to the dominance and prominence agreed to for Fairfield National Bank.

Although not part of the IECC agreement with FNB, the bank wishes that the proceeds of \$55,000 be used to purchase lights to illuminate the field.

I ask the Board of Trustees to approve the naming of the new baseball the FNB Field – Fairfield National Bank.

TLB/rs

Agenda Item #10K

Nursing Program Handbook Revisions

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Nursing Program Handbook Revisions

The Nursing faculty, Associate Dean of Allied Health Theresa Marcotte, and President Rodney Ranes have developed needed changes to the OCC Nursing Program in the IECC catalog regarding Certified Nurse Assistant (CNA) preparation for nursing applicants.

The 2013 criteria for accreditation through ACEN sought to limit the number of pre-requisite courses used by nursing programs for admission. This mirrored national discussion on how to assist student completion by decreasing the coursework needed for admission to the program. After additional discussion with nursing programs, ACEN has removed this limit in the 2016 criteria.

The Nursing faculty, Nursing Department Heads and Associate Dean Theresa Marcotte reviewed this issue at the latest all faculty meeting. Faculty unanimously voted to have CNA completion as part of the admission requirements for the program. Completion of CNA ensures student know the basic skills required in this area and allows for more advanced nursing content to be covered in Associate Degree in Nursing (ADN) courses.

I ask the Board to approve the changes to the admission requirements and Nursing section of the catalog. The recommended catalog changes have been sent to you in a separate e-mail.

TLB/rs

Agenda Item #10L

Homefield Energy Electrical Supplier Contract

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Homefield Electrical Supplier Contract

Prior to October 2009, the District did not have a purchase power agreement. In October 2009, the District approved the first two-year contract with Ameren Energy Marketing (AEM), a non-regulated subsidiary of Ameren CIPS. The Board approved a second contract with AEM covering the period Nov 2011 - Nov 2013. In November of 2013, the Board approved a purchase power contract extending through November 2016. (In the intervening time, Ameren Electric Marketing has been purchased by Dynegy and the name changed to Homefield Energy.) This is the history of the District's purchase power agreements:

Prior to Contract	7.223 cents per kWh
Nov 2009 – Nov 2011	5.502
Nov 2011 - Nov 2013	4.813
Nov 2013 - Nov 2016	4.395
Nov 2016 – Nov 2018	5.798 proposed

The District has been monitoring the trends in electrical rates and has contacted Homefield Energy to extend the District's contract which expires in November 2016. Homefield Energy has made a proposal for an electrical power purchase contract. Under the proposal, Homefield Energy would supply power from November 2016 to November 2018 at 5.798 kWh. Although this higher than the current rate, it is within industry parameters. At the time of the last contract, electricity rates were approaching a 25-year low. With increasing costs of natural gas, the cost of electricity is trending upward.

Because the electric power market changes on a day to day basis, Homefield Energy cannot lock in these rates for the time between the date of this memo (10-12-16) and the October 18th board meeting. Therefore, the District will receive a revised offer from Homefield Energy at the board meeting and the actual rates and rates could change by up to .01 of a cent per kilowatt hour, up or down. It is not anticipated that there will be any substantial changes in electrical power rates in the next week, but Homefield Energy can only guarantee the rates that they will provide to the District on the day of Board meeting and those rates will be valid up to midnight October 18, 2016.

I would recommend that the Board approve a 24-month contract with Homefield Energy for the time period November 2016 through November 2018 for electric power service.

TLB/rs

Illinois Power Marketing Company d/b/a HOMEFIELD ENERGY
Indicative Pricing Sheet
Illinois Eastern Community Colleges
AMEREN
October 11, 2016

THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF HOMEFIELD ENERGY.

INDICATIVE PRICING AND TERM INFORMATION

Power Price (¢/ kWh)		MISO Charges (¢/ kWh)	RPS Charge	Total Energy Price (¢/ kWh)	Delivery Term Begins	Delivery Term Ends
On Peak	Off Peak					
4.771	4.771	0.661	0.098	5.530	November 2016	November 2017
4.977	4.977	0.721	0.100	5.798	November 2016	November 2018
5.032	5.032	0.779	0.101	5.912	November 2016	November 2019

The above prices are reflective of the electricity market and your company's use of electricity at the time this Indicative Pricing Sheet was prepared. The price includes charges for energy, capacity, network transmission and ancillary services, market administration charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the Illinois state mandated Renewable Portfolio Standard requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power.

**If you are interested in signing
an electric agreement with
Illinois Power Marketing Company d/b/a HOMEFIELD ENERGY,
please contact Kristin Bono at
618-343-7796 or Kristin.Bono@dynegy.com**

The prices shared in this Indicative Pricing Sheet do not constitute an offer. Any offer would be formalized in an Homefield Energy Electric Service Agreement, which would include the pricing, terms and conditions for service. Homefield Energy prices do not include the applicable utility delivery service tariff charges, state and municipal taxes, environmental charges, and any other delivery service provider charges applicable to all electric service customers. Subject to the terms and conditions of our standard Electric Service Agreement, Homefield Energy will provide consolidated billing for customers, which includes the utility delivery service tariff charge on one convenient invoice, passing through those charges without markup or additional cost.

Illinois Power Marketing Company d/b/a HOMEFIELD ENERGY
Indicative Pricing Sheet
Account Information Sheet
Illinois Eastern Community Colleges
AMEREN
October 11, 2016

ACCOUNT INFORMATION SHEET			
Delivery Service Provider	Utility Account #	Bill Group	Service Location
CIPS	9945006911	2	11220 STATE HWY 1 ROBINSON, IL 62454
CIPS	9375001710	8	305 N WEST ST OLNEY, IL 62450
CIPS	8575004713	9	305 N WEST ST OLNEY, IL 62450
CIPS	7575004616	9	305 N WEST ST OLNEY, IL 62450
CIPS	7375001516	8	305 N WEST ST UNIT SIGN OLNEY, IL 62450
CIPS	5985002826	15	320 EAST NORTH AVE NOBLE, IL 62868
CIPS	4874007212	16	170 W CENTER ST GIRARD, IL 62640
CIPS	3903016004	9	GADDE BRIDGE LN OLNEY, IL 62450
CIPS	3465000128	7	310 E LOCUST ST OLNEY, IL 62454
CIPS	3045007210	2	11220 STATE HWY 1 ROBINSON, IL 62454
CIPS	2085003426	15	320 EAST NORTH AVE NOBLE, IL 62868
CIPS	0945006117	2	9998 N STATE HWY 1 ROBINSON, IL 62454
CIPS	0255000117	3	233 E CHESTNUT ST OLNEY, IL 62450

Agenda Item #10M

Agreement with North American Lighting

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Agreement with North American Lighting

North American Lighting, with facilities at Paris, Salem, and Flora, Illinois has requested to lease space at the West Richland Center for the training of employees located at their plants. The training would occur at the WRC. The proposed lease would be for \$150.00 per month.

The training would be conducted by North American Lighting personnel and would operate four days per week with three to four students each day. IECC has the necessary machinery for the training and any additional machinery would be provided by NAL.

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

TLB/rs

Attachment

LEASE AGREEMENT
BETWEEN
NORTH AMERICAN LIGHTING
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 17th day of October, 2016, between Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and North American Lighting, whose address is 2275 South Main Street, Paris, Illinois 61944, 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 training space at West Richland Center, located in Noble, Illinois. (approximately 150 sq.ft.), and to share common space of the building that includes the break room, restrooms and classroom, to be used by LESSEE to train NAL employees.
3. To have and to hold the premises with the appurtenances under the following terms: commencing October 17, 2016 through June 30, 2017 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 One Thousand Eight Hundred Dollars (\$1,800.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$150.00. 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 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, air conditioning, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. 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.
7. 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.
8. 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.
9. 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.

10. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice.

**LESSEE: North American Lighting
2275 South Main Street
Paris, IL 61944**

By: _____ Date: _____

Its: Anna Seaton

**LESSOR: Illinois Eastern Community Colleges
233 East Chestnut
Olney, IL 62450**

By: _____ Date: _____

Its: Terry L. Bruce, CEO

Agenda Item #10N

Truck Driving Program Course Fee

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Truck Driving Course Fee Change

In September 2015, the District received a grant from the U.S. Department of Commerce Economic Development Administration for \$142,500 to purchase the equipment necessary to expand the Truck Driving program district wide.

Using grant funds, a Virage Truck Driving Simulator was purchased and became part of the curriculum during the Spring Semester 2016. With the implementation and usage of a simulator, the Truck Driving Lead Instructor has determined what program outcomes could best be learned on the simulator versus over the road driving.

Utilization of the simulator, has allowed the program to reduce the over the road drive time for students from 50 hours to 40 hours. The students will utilize the simulator for 10 hours of drive time.

Because the operational costs of the simulator are significantly less than the operational costs of an actual truck, the course fee can be reduced from its current \$2,500 to \$2,000. This change would decrease the cost to students to \$2,000 for 40 hours of drive time.

I ask the Board's approval of this course fee change effective with the start of the next cohort of Truck Driving students.

TLB/rs

Agenda Item #100

Affiliation Agreements

Miller's Merry Manor – ADN

DaVita Healthcare Robinson – ADN

Harrisburg Medical Center – Phlebotomy

Wabash General Hospital - Phlebotomy

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 18, 2016
RE: Affiliation Agreements

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

IECC wishes to enter into affiliation agreements with the following health care facilities:

Miller's Merry Manor – ADN
DaVita Healthcare Robinson – ADN
Harrisburg Medical Center – Phlebotomy
Wabash General Hospital – Phlebotomy

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

TLB/rs

Attachments

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16th day of May, 2016 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING PROGRAM (offered at Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College), hereinafter referred to as DISTRICT #529 and

Miller's Merry Manor, Sullivan, IN
(Agency) (City) (State)

(hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

6. The faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange

with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

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

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

9. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

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

11. Nursing Faculty and nursing students shall be covered by liability insurance prior to any assignment for practice at the AGENCY.

12. Nursing Faculty and nursing students are responsible for health care costs related to incidents occurring in the clinical agencies.

13. 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.

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

15. Miller's Health Systems will immediately terminate any student/faculty member that MHS believes poses a threat to its residents or employees.

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

AGENCY: Miller's Merry Manor

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE
ASSOCIATE DEGREE NURSING PROGRAM:

Vice President or
Director of Nursing Services

Department Head of Nursing

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

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: 03/12
Revised: 5/16

STUDENT TRAINING AGREEMENT

This **Student Training Agreement** (“Agreement”) is made and entered into by and between **Illinois Eastern Community Colleges** (“Sponsoring Institution”) and **Robinson Dialysis, LLC**, a subsidiary of DaVita HealthCare Partners Inc. (“Company”).

WHEREAS, Sponsoring Institution offers to enrolled students a degree program in the field of Nursing (“Program”); and

WHEREAS, Sponsoring Institution conducts and maintains a Program into which it admits properly qualified individuals for training (“Students”); and

WHEREAS, Company operates a free-standing outpatient dialysis facility known as “Robinson Dialysis”, and located at 1215 N. Allen St., Suite B, Robinson, Illinois 62454 (“Facility”); and

WHEREAS, Company conducts, maintains, and carries on a health-related activity and is willing to provide clinical training and/or observation to Students of Sponsoring Institution so long as such training does not interfere with Facility’s obligations to its patients; and

WHEREAS, the parties desire to establish their respective rights, responsibilities, and obligations in the Program.

NOW, THEREFORE, in consideration of the agreements herein contained, it is hereby mutually agreed between Sponsoring Institution and Company as follows:

1. RESPONSIBILITIES OF SPONSORING INSTITUTION:

Sponsoring Institution will perform the following acts, duties, and services:

a. Sponsoring Institution will assign Students who have successfully completed appropriate clinical education and training experience as Program participants to the Facility.

b. Either Sponsoring Institution will provide workers’ compensation or other liability insurance as may be required for Students, or Students will be responsible for providing for their own health insurance. Sponsoring Institution will advise Company of the arrangement and Sponsoring Institution or Students will provide Company with evidence of the requested insurance.

c. On or before commencement of the Initial Term of this Agreement, Sponsoring

Institution will designate a representative to work with Facility’s representative to coordinate the administrative and academic aspects of the Program. Sponsoring Institution will not assign any faculty member to Facility in connection with the operation of the Program who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned faculty on file with Facility at all times.

d. Sponsoring Institution will inform each Student that he or she is responsible for:

(i) respecting the confidentiality of Company's or Facility's patients and Facility's patient records (and enabling Facility's compliance with) the requirements of regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164, subparts A and E (the "Privacy Rule") and 45 C.F.R. Part 164, subparts A and C (the "Security Rule") for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, as amended by any other statute, rule and/or regulation, including Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. No., 111-5), otherwise known as the Health Information Technology for Economic and Clinical Health Act ("HITECH") (collectively "HIPAA");

(ii) complying with all applicable rules, regulations, policies, and procedures of Company;

(iii) complying with all state laws and regulations regarding the scope of practice of student interns;

(iv) providing uniforms as required;

(v) complying with all policies concerning universal precautions, including wearing personal protective equipment;

(vi) paying all applicable expenses, including, without limitation, meals, laundering of uniforms, medical expenses, transportation, and books;

(vii) providing Company with records of each Student's physical examinations, immunization statuses, and other medical tests as requested by Company and consistent with Company's policies;

(viii) obtaining written permission from Company and Sponsoring Institution before publishing any material related to the Program experience; and

(ix) providing Company with any information it needs, including, without limitation, signing all requisite forms, to allow Company to conduct a background check on the Student (the background check will not include a report on the Student's credit capacity or credit history) and a drug test;

e. Sponsoring Institution will obtain, upon request of Company, any authorization from

Students necessary for the release of confidential records, including, without limitation,

Students' medical records and educational records.

f. Sponsoring Institution shall advise Students that they are not to receive wages during this

Program, that they are not deemed employees of Company, that they are not covered by

Company's workers' compensation insurance in case of injury, and that they should have no

expectation of employment upon the conclusion of the Program.

g. Sponsoring Institution shall remove any Student from participation in the Program upon Company's request for any reason deemed reasonable and sufficient by Company or Facility, in its sole discretion, provided that Company or Facility will exercise said removal rights in a nondiscriminatory manner.

h. Sponsoring Institution shall be responsible for maintaining all records and reports concerning or in any way related to the participation of all Students in the Program and the Program. At no time shall the protected health information (as defined at 45 C.F.R. § 160.103) ("PHI") of any of Facility's patients appear in these records or reports, or in any other communication (written or oral) to the Sponsoring Institution by either Facility or any Student.

Should the Sponsoring Institution require access to any Facility PHI for any legitimate business or educational use under this Agreement, the Sponsoring Institution shall execute a Business Associate Agreement with Facility prior to receiving the PHI.

i. Sponsoring Institution shall require each Student to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Confidential Information Agreement in the form attached hereto as Exhibit B.

2. RESPONSIBILITIES OF FACILITY:

Facility, acting by and through its Facility Administrator, will perform the following acts, duties, and services:

a. Facility will designate an employee who will act as a liaison between it and Sponsoring Institution.

b. Facility will provide Students and faculty with an orientation to Facility. The orientation shall include, but will not be limited to, instructions concerning Facility's rules, regulations, policies, procedures, universal precautions, and confidentiality.

c. Facility shall provide Students with a structured Program and supervision commensurate with the Program. Facility shall also provide personnel and related resources to implement the Program.

d. Facility shall permit Students to use equipment at Facility, as Facility determines appropriate, and Facility shall provide Students with access to its break room.

e. Facility shall provide, or be responsible for providing, at Students' expense, emergency medical care for any Student as may be necessary for any illness or injury arising from any activity the Student was engaged in as part of the Program. The Student or Sponsoring Institution is responsible for paying the Student's medical expenses. Nothing in this Agreement shall be construed as an assumption of liability by Company or Facility for any injury suffered by a Student during his or her experience at Facility.

f. Company and Facility retain the right to request removal of any Student from participation in the Program who, for any reason deemed sufficient by Company or Facility, in its sole discretion, is not complying with the terms and conditions of this Agreement or Facility's policies and procedures; is disruptive; is behaving in a manner detrimental to the Program and/or Facility's patients, including drug or alcohol use; or is not participating in the Program at a level which will permit the Student to achieve the benefits of his/her experience; provided; however, that Company or Facility exercises said privilege in a nondiscriminatory manner.

g. Facility shall provide Sponsoring Institution with periodic reports, in the format requested by Sponsoring Institution, concerning the progress of Students. However, Sponsoring Institution shall at all times remain solely responsible for the evaluation and grading of Students.

h. Sponsoring Institution acknowledges that Facility is not responsible for the design or implementation of the Program but is merely affording Students an opportunity to secure an observational and/or clinical experience in a work setting different from that maintained by Sponsoring Institution.

3. MUTUAL RESPONSIBILITIES:

Sponsoring Institution and Facility, in cooperation and collaboration with each other, agree as follows:

a. The parties agree to meet, at reasonably noticed and scheduled meetings, to plan and implement the learning experiences of Students.

b. Both parties shall agree on the period of time for each Student's experience prior to the beginning of the Program.

c. Both parties shall agree on the number of Students, necessary qualifications, and experience for the Program participants subject to space, time, and needs limitations.

4. CONFIDENTIALITY:

Sponsoring Institution and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information, by law, of Company, Facility and/or its patients, and not disclose or reveal any confidential information to any third party without the express prior written consent of Company or Facility. Sponsoring Institution shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Company or Facility.

Sponsoring Institution, and its agents, students, faculty, representatives, and employees, and Company, Facility, and its agents and employees, mutually agree to comply with the relevant provisions of HIPAA. Both parties acknowledge and agree that, from time to time, HIPAA may require modification to this Agreement for compliance purposes. Both parties further acknowledge and agree to comply with requests by either party related to HIPAA.

Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Company and Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to Sponsoring Institution. Sponsoring Institution acknowledges and recognizes that the unauthorized disclosure of confidential information, Protected Health Information (“PHI”), as defined by HIPAA, or the terms of this Agreement, unless specifically required by federal, state, or other law, shall be a material breach and Company or Facility may seek immediate injunctive relief and elect to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce specific performance of Sponsoring Institution, to enjoin any threatened or actual breach of this Agreement by Sponsoring Institution, its agents, students, faculty, representatives, and employees, as appropriate, and/or to recover any damages resulting from the breach hereof and recover reasonable attorneys' fees and costs of prosecuting any such action.

5. TERM AND TERMINATION:

a. This Agreement shall be for an initial term of three (3) years commencing on the last date of execution by the parties as indicated on the signature page to the Agreement (“Initial Term”), and will thereafter automatically renew for one (1) year successive terms (each renewal included with the Initial Term collectively referred to as the “Term”), unless terminated sooner by either party in accordance with this Agreement.

b. This Agreement may be terminated by either party, with or without cause, following thirty (30) days advance written notice by certified, registered mail to the other party. No termination shall be effective until the completion of the Program by those Students participating in the Program at the time the notice is given, unless Facility, in its absolute and sole discretion, discovers that the performance of this Agreement exposes Facility’s patients and/or employees to harm or potential harm.

6. INDEMNIFICATION:

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party for and on account of any and all claims, liabilities, causes of action, damages, suits, judgments, and expenses, including, without limitation, reasonable attorneys’ fees, arising out of, related to, or in any way connected with the negligent, reckless, or intentional acts or omissions of the indemnifying party, its faculty, employees, officers, or Students while in the conduct of the Program.

7. NO REMUNERATION:

No pay or remuneration will be given to either party for participation in the Program under this Agreement.

8. COMPLIANCE:

Sponsoring Institution and Company agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any federal health care program. Sponsoring Institution and Company will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

9. INSURANCE:

a. Sponsoring Institution's Insurance Requirements. During the term of this Agreement, Sponsoring Institution hereby agrees to maintain with commercial carriers or maintain through a self funded insurance program, as applicable, at all times and at Sponsoring Institution's own expense (i) General and Professional Liability insurance with a minimum annual coverage limitation of One Million Dollars (\$1,000,000) per occurrence and Three Million dollars in the annual aggregate (\$3,000,000), naming Company as an additional insured to the General Liability policy; (ii) Statutory Workers' Compensation insurance, other personal injury insurance for Students, or Students will be responsible for providing for their own health insurance (iii) Automobile Liability insurance with coverage of One Million Dollars (\$1,000,000) per occurrence.

b. Company's Insurance Requirements. During the term of this Agreement, Company hereby agrees to maintain with commercial carriers or maintain through a self funded insurance program, as applicable, at all times and at Company's own expense (i) General and Professional Liability insurance with a minimum annual coverage limitation of One Million Dollars (\$1,000,000) per occurrence and Three Million dollars in the annual aggregate (\$3,000,000); and (ii) Statutory Workers' Compensation insurance and unemployment insurance covering all employees, in accordance with applicable state statutory limits for workers' compensation.

c. Certificates of Insurance. Company and Sponsoring Institution shall provide upon execution of this Agreement hereunder or at any time upon request, certificates of insurance or other documents in the case of a self insured programs evidencing the coverage required hereby, and shall notify the other party immediately (within at least 30 days) of the cancellation, termination, or non-renewal of, or material change in, such insurance coverage. Company and Sponsoring Institution's coverage may be carried through a self funded insurance program(s).

10. GENERAL PROVISIONS:

a. Status of Parties. The parties agree that the staff and Students of Sponsoring Institution participating in the Program are independent contractors, and, as such, are not the employees or agents of Company or Facility and are not entitled to any benefits from Company, including, but not limited to, workers' compensation, unemployment compensation, medical treatment (except as hereinabove provided), insurance, or any other benefits provided by Company to its employees, except as specifically required by law, and, in such case, only to the extent and for the purposes so required. Sponsoring Institution shall be liable for its own debts, obligations, acts, and omissions, including, without limitation, the payment of all required withholding, social security, and other taxes or benefits. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint employment, or similar relationship between the parties hereto.

b. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, understandings, negotiations, and representations concerning the subject matter of this Agreement not expressly set forth herein are void and of no force or effect whatsoever.

c. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

d. No Waiver. Any failure of a party to enforce that party’s right under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any of the provisions contained herein.

e. Notices. Any notice or communication required or permitted to be sent to the parties shall be in writing and shall be deemed to have been sufficiently and effectively given if mailed by certified or registered mail, return receipt requested, addressed to:

If to Company: **Robinson Dialysis, LLC**

 c/o DaVita HealthCare Partners Inc.
 2000 16th Street
 Denver, Colorado 80202
 Attention: Group General Counsel

With copies to: **DaVita HealthCare Partners Inc.**
 2000 16th Street
 Denver, Colorado 80202
 Attention: General Counsel
 and

Robinson Dialysis

DaVita HealthCare Partners Inc.
1215 N. Allen St., Suite B
Robinson, IL 62454
Attention: Facility Administrator

If to Sponsoring **Illinois Eastern Community Colleges**
 Institution:
 305 N. West Street
 Olney, IL 62450
 Attention: Theresa Marcotte

f. Governing Law. This Agreement shall be governed and interpreted according to the laws of the State of Illinois.

g. Severability. Should any portion of this Agreement be declared invalid by a court of competent jurisdiction, then, and in that event, it is the intention of the parties that the remainder of said Agreement shall remain in full force and effect.

h. Nonexclusive Agreement. This Agreement is nonexclusive. Either party reserves the right to participate in other clinical training programs.

i. Nondiscrimination. Neither the Sponsoring Institution nor the Company will discriminate against any person because of race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, veteran status, Vietnam-era veteran status, or any other protected class status.

j. Assignment. Neither party may assign this Agreement to any party or entity without the prior written consent of the other party. This Agreement inures solely to the benefit of the parties hereto and any permitted assigns, and does not, and will not, be construed to create any third-party rights, including, without limitation, any third-party beneficiary rights to Students. Notwithstanding the foregoing, Company may assign this Agreement to any of its affiliates or subsidiaries without the consent of Sponsoring Institution. This Agreement will be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of Company. Any attempted assignment of this Agreement in violation of the provisions of this section is void.

k. Amendment. This Agreement shall not be amended or modified, except by an instrument in writing duly executed by the parties hereto.

l. Name or Logo. Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which approval shall not be unreasonably withheld.

m. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies of signatures sent by facsimile transmission will be deemed to be originals.

n. Approval by DaVita HealthCare Partners Inc. ("DaVita") as to Form. The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita as to the form of hereof.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date indicated next to their signature below to be effective as set forth in paragraph 5 of this Agreement.

**Sponsoring Institution:
Illinois Eastern Community Colleges**

By: _____
Name: Angie Williams, MSN, RN
Title: Department Head at LTC
Date _____

By: _____
Name: Theresa Marcotte, MSN, RN
Title: Associate Dean of Nursing and Allied Health
Date _____

By: _____
Name: Rodney Ranes
Title: President, Olney Central College
Date _____

By: _____
Name: Dr. G. Andrew Fischer
Title: IECC Board of Trustees Chairman
Date _____

**Company:
Robinson Dialysis, LLC**

By: _____
Name: Donald Robbins
Title: Regional Operations Director
Date _____

Approved as to Form for DaVita HealthCare Partners Inc.:

By: _____
Name: David G. Wolff
Title: Group General Counsel
Date _____

EXHIBIT A

STATEMENT OF STUDENT'S RESPONSIBILITIES

I acknowledge that I voluntarily agree to participate in a student training program centered around the proper and safe operation of providing dialysis and/or peritoneal related services to patients with end-stage renal disease (the "Program") operated by _____ ("Company"), which will be administered under the laws and regulations of the state where I complete the Program. I understand that more information on Program state laws and restrictions is available through my facility administrator at the Program facility.

I also acknowledge and agree that in order to participate in the Program and observe Company patients, I agree to act within the scope of instructions given to me, and I will always conduct myself in a safe and prudent manner. I also acknowledge that I have discussed and will continue to discuss the Facility operations with the appropriate members of the care team and/or faculty members of _____ ("Sponsoring Institution"), and have learned about the various risks and dangers that I may be exposed to when I enter the facility. The risks we have discussed include, without limitation, the risk of exposure to blood products and fluids, which could result in exposure to and infection with the AIDS virus or hepatitis, as well as the risk of exposure to other infectious diseases, such as tuberculosis and other airborne diseases or pathogens and other inherent risks associated with interacting with the public and patients at the facility.

I also understand I will not be asked to, and should not, enter any patient record information or submit any billing or reimbursement information under health care programs. All billing and patient information is entered by Company employees.

It is the intention of the Company that my Program experience and activities be pleasant and rewarding. In the event that any Program experience or observation I see which is questionable, objectionable or if I am uncomfortable with a task I am asked to do, I am urged to seek out Facility or Company management to voice my concerns privately with a Company manager. I am also free to call 888.458.5848 in the event I feel my concerns are not properly addressed in the Facility.

For and in consideration of the benefit provided to me in the form of observing, monitoring and assisting with appropriate administrative and clinical tasks detailed to me by the Facility manager or the mentor assigned to me, I and my heirs, successors, and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by me while participating in the Program operated by Sponsoring Institution at the Facility.

In addition to the foregoing, I and my heirs, successors, and/or assigns hereby covenant and agree to indemnify and hold harmless Company and Facility for any injury or loss sustained by me while participating in the Program operated by Sponsoring Institution at Facility, or any injury or loss arising from my actions while participating in the Program or being at the facility.

Any capitalized terms not otherwise defined herein this Exhibit A have the meaning ascribed to them in the Student Training Agreement between Company and Sponsoring Institution.

Dated this _____ day of _____, 20_____.

Student's Signature

Student (Print Name)

Witness

Witness (Print Name)

Student was given a copy of this form: _____ (Company employee initials)

EXHIBIT B

CONFIDENTIAL INFORMATION AGREEMENT (“Agreement”)

I understand the importance of preserving the confidential nature of the information of _____ (“Company”). This includes, but is not limited to, DaVita’s, Company’s, and Facility’s data and records relative to business interests, computer systems and programs, projections, business plans, inventions, trade secrets, know-how, as well as information wherein DaVita, Company, or Facility has an obligation of confidentiality to a third party and information concerning any patient, employee, physician, independent contractor, student, fellow, or volunteer. I understand the necessity that such information not be compromised for any reason other than necessary business or medical communications and treatment needs.

I further understand that patient information, including but not limited to Protected Health Information, as defined by the HIPAA Privacy Rule at 45 C.F.R. 160.103 (“PHI”), is confidential and not to be discussed with or disseminated to anyone, either inside or outside Company, except on an as-needed basis for the treatment of the individual, payment related thereto, or for Company’s healthcare operations in compliance with federal and state regulations. Unauthorized dissemination may be a violation of federal and state laws. My obligations with regard to this PHI include, but are not limited to, the following:

- (a) I agree to not use or disclose PHI other than as permitted or required by this Agreement or as permitted or required by law.
- (b) I agree to use appropriate physical and technical safeguards to prevent the use or disclosure of DaVita’s or Company’s PHI for any purpose other than pursuant to Sponsoring Institution’s underlying Student Training Agreement.
- (c) I shall implement and maintain safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (“e-PHI”) that I create, receive, maintain or transmit on behalf of DaVita or Company.
- (d) I agree that upon termination of this Agreement, Sponsoring Institution’s Student Training Agreement, or the expiration or termination of my internship with Company, I will return or destroy all PHI received from or created or received on behalf of DaVita or Company. In the event that DaVita or Company determines that return or destruction is not feasible, I will extend the protections required in this Subsection (d) to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- (e) Company and I agree to comply with all applicable rules and regulations promulgated under HIPAA in effect.
- (f) I will report to Company, within a reasonable time period of discovery, any (i) Security Incident, or (ii) Security Breach as defined at 45 C.F.R. Part 164, Subpart D. My report will include:
 - (i) The nature of the non-permitted use or disclosure including how such use or disclosure was made;
 - (ii) The unsecured PHI used or disclosed;

(iii) If possible and applicable, the identity of the person/entity who received the unsecured PHI;

(iv) What corrective action I took (if applicable);

(v) What I did to mitigate any deleterious effect (if applicable); and

(vi) Such other information as Company or DaVita may request.

(g) At all times during the term of this Agreement, I will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including DaVita's or Company's PHI.

I am also aware and fully understand that any violation of this Agreement is grounds for corrective action, up to and including immediate termination of any agreement between Company or DaVita and any of their subsidiaries and/or related organizations by which I am bound.

(Any capitalized terms not defined in this Agreement will have the meaning given to them in the underlying Student Training Agreement between Sponsoring Institution and Company.)

Student's Name Printed _____

Signature _____

Sponsoring Institution _____

Date _____

AFFILIATION AGREEMENT
BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES
District # 529
Frontier Community College
Phlebotomy Program
AND

HARRISBURG MEDICAL CENTER, INC.
100 Dr. Warren Tuttle Drive
PO Box 428
Harrisburg, Il 62946
618-253-7671

THIS AGREEMENT made and entered into this eighteenth day of October, 2016, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, FRONTIER COMMUNITY COLLEGE, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and HARRISBURG MEDICAL CENTER, INC. (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. DISTRICT #529 faculty will:
 - be responsible for the teaching the didactic portion of the Phlebotomy Program;
 - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
 - coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
 - review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

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 Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

7. DISTRICT #529 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. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. 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. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy 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 phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the eighteenth day of October, 2016.

HARRISBURG MEDICAL CENTER, INC.
100 DR. WARREN TUTTLE DRIVE
PO BOX 42
HARRISBURG, IL 62946
618-253-7671

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,
FRONTIER COMMUNITY COLLEGE

Signature

Phlebotomy Instructor

Title

Dean of Instruction

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

AFFILIATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Olney Central College Phlebotomy Program
AND
Wabash General Hospital
1418 College
Mt. Carmel, IL 62863

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and Wabash General Hospital (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. DISTRICT #529 faculty will:
 - be responsible for the teaching the didactic portion of the Phlebotomy Program;
 - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
 - coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
 - review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.
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 Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

7. DISTRICT #529 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. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. 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. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's

Phlebotomy 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 phlebotomy laboratory experience needed for graduation at the AGENCY.

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

AGENCY

ILLINOIS EASTERN
COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

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.

Agenda Item #11

Bid Committee Report

None

Agenda Item #12

District Finance

- A. Financial Report**
- B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
September 30, 2016**

FUND	BALANCE
Educational	\$6,788,918.64
Operations & Maintenance	\$866,030.32
Operations & Maintenance (Restricted)	\$301,223.64
Bond & Interest	\$1,697,868.40
Auxiliary	\$1,015,322.06
Restricted Purposes	\$156,943.71
Working Cash	\$199,277.71
Trust & Agency	\$580,609.75
Audit	(\$25,039.67)
Liability, Protection & Settlement	\$473,901.87
TOTAL ALL FUNDS	\$12,055,056.43

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
September 30, 2016

	ALL FUNDS <hr/> Fiscal Year 2017 <hr/>
ASSETS:	
CASH	12,055,056
IMPREST FUND	21,400
CHECK CLEARING	12,500
INVESTMENTS	15,590,000
RECEIVABLES	2,727,346
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	509,653
OTHER ASSETS	457,507
TOTAL ASSETS AND OTHER DEBITS:	31,373,462
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	925
ACCOUNTS PAYABLE	24,607
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	-
TOTAL LIABILITIES:	25,532
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	2,672,727
PR YR BDGTED CHANGE TO FUND BALANCE	1,081,468
FUND BALANCES:	
FUND BALANCE	16,981,582
RESERVE FOR ENCUMBRANCES	10,612,153
TOTAL EQUITY AND OTHER CREDITS	31,347,930
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	31,373,462

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF September 30, 2016

ALL FUNDS

FY 2017
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	3,262,887
STATE GOVT SOURCES	4,352,730
STUDENT TUITION & FEES	6,704,610
SALES & SERVICE FEES	1,398,817
FACILITIES REVENUE	2,002
INVESTMENT REVENUE	25,398
OTHER REVENUES	20,929
TOTAL REVENUES:	15,767,373

EXPENDITURES:

INSTRUCTION	1,815,653
ACADEMIC SUPPORT	120,467
STUDENT SERVICES	316,976
PUBLIC SERV/CONT ED	3,784
OPER & MAINT PLANT	667,437
INSTITUTIONAL SUPPORT	1,661,806
SCH/STUDENT GRNT/WAIVERS	2,658,460
AUXILIARY SERVICES	1,693,955
TOTAL EXPENDITURES:	8,938,538

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	6,828,835
-------------------------------------	-----------

**Illinois Eastern Community Colleges
Operating Fund Analysis
CASH BASIS**

July 1, 2016 -- September 30, 2016

	Education Fund	O & M Fund	Total Operating Funds
REVENUES:			
Local Government Sources	1,267,780	543,149	1,810,929
State Government Sources - Current Year	4,352,730	-	4,352,730
State Government Sources - Prior Year	-	-	-
Net Tuition and Fees	1,039,547	492,325	1,531,872
Sales & Service Fees	17,208	-	17,208
Facilities Revenue	-	1,425	1,425
Investment Revenue	13,975	3,782	17,757
Other Revenues	200	24	224
TOTAL REVENUES:	<u>6,691,440</u>	<u>1,040,705</u>	<u>7,732,145</u>
 EXPENDITURES:			
Salaries	2,514,788	188,852	2,703,640
Employee Benefits	448,617	38,353	486,970
Contractual Services	148,221	87,465	235,686
Materials	176,358	51,520	227,878
Travel & Staff Development	27,878	590	28,468
Fixed Charges	84,868	4,205	89,073
Utilities	17,026	271,118	288,144
Capital Outlay	39,900	-	39,900
Other	17,232	-	17,232
TOTAL EXPENDITURES:	<u>3,474,888</u>	<u>642,103</u>	<u>4,116,991</u>
 TRANSFERS :			
Interfund Transfers	(1,317,348)	-	(1,317,348)
TOTAL TRANSFERS:	<u>(1,317,348)</u>	<u>-</u>	<u>(1,317,348)</u>
 NET INCREASE / (DECREASE)	 <u><u>1,899,204</u></u>	 <u><u>398,602</u></u>	 <u><u>2,297,806</u></u>

**OPERATING FUNDS
COMPARISON REPORT FY15-17**

College	Category	FISCAL YEAR 2015			FISCAL YEAR 2016			FISCAL YEAR 2017			% of Year
		Anticipated Budget	Spent Thru September	% of Bdgt	Anticipated Budget	Spent Thru September	% of Bdgt	Anticipated Budget	Spent Thru September	% of Bdgt	
Frontier	Bills		\$ 546,449			\$ 500,410			\$ 560,384		
	Payroll		425,029			449,093			420,629		
	Totals	\$ 4,283,530	971,478	23%	\$ 4,230,407	949,503	22%	\$ 3,989,274	981,013	25%	25%
Lincoln Trail	Bills		644,876			551,684			610,832		
	Payroll		442,791			416,724			380,327		
	Totals	\$ 4,540,934	1,087,667	24%	\$ 4,505,520	968,408	21%	\$ 4,249,405	991,159	23%	25%
Olney Central	Bills		838,599			743,563			633,918		
	Payroll		893,290			813,347			734,146		
	Totals	\$ 7,866,901	1,731,889	22%	\$ 7,696,886	1,556,910	20%	\$ 7,258,163	1,368,064	19%	25%
Wabash Valley	Bills		913,510			914,459			933,590		
	Payroll		566,126			573,663			538,850		
	Totals	\$ 6,111,313	1,479,636	24%	\$ 6,176,922	1,488,122	24%	\$ 5,824,837	1,472,440	25%	25%
Workforce Educ.	Bills		687,577			859,544			857,306		
	Payroll		276,605			278,704			228,685		
	Totals	\$ 5,577,344	964,182	17%	\$ 5,467,706	1,138,248	21%	\$ 5,156,047	1,085,991	21%	25%
District Office	Bills		66,427			70,448			70,285		
	Payroll		229,703			233,752			233,546		
	Totals	\$ 1,318,178	296,130	22%	\$ 1,351,446	304,200	23%	\$ 1,274,414	303,831	24%	25%
District Wide	Bills		375,721			480,820			405,498		
	Payroll		185,228			214,474			167,457		
	Totals	\$ 2,791,650	560,949	20%	\$ 2,771,726	695,294	25%	\$ 2,613,738	572,955	22%	25%
GRAND TOTALS		\$32,489,850	\$ 7,091,931	22%	\$32,200,613	\$ 7,100,685	22%	\$30,365,878	\$6,775,453	22%	25%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
September 30, 2016

	<u>FY 2017</u>		<u>FY 2016</u>		<u>Increase</u>
	<u>Amount</u>	<u>% of</u> <u>Total</u>	<u>Amount</u>	<u>% of</u> <u>Total</u>	<u>(Decrease)</u>
Salaries	2,703,640	39.90%	2,979,757	41.96%	(276,117)
Employee Benefits	486,970	7.19%	490,433	6.91%	(3,463)
Contractual Services	235,687	3.48%	200,215	2.82%	35,472
Materials	227,878	3.36%	319,137	4.49%	(91,259)
Travel & Staff Development	28,468	0.42%	32,702	0.46%	(4,234)
Fixed Charges	89,073	1.31%	111,606	1.57%	(22,533)
Utilities	288,144	4.25%	227,844	3.21%	60,300
Capital Outlay	39,900	0.59%	37,800	0.53%	2,100
Other	2,675,693	39.49%	2,701,191	38.04%	(25,498)
	<u>6,775,453</u>	<u>100.00%</u>	<u>7,100,685</u>	<u>100.00%</u>	<u>(325,232)</u>

Agenda Item #13

Chief Executive Officer's Report

Agenda Item #14

Executive Session

Agenda Item #15

Approval of Executive Session Minutes

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

Agenda Item #16

Approval of Personnel Report

Agenda Item #17

Collective Bargaining

Agenda Item #18

Litigation

Agenda Item #19

Other Items

Agenda Item #20

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

9/30/2016