ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES MONTHLY MEETING

June 20, 2017



Location:

Lincoln Trail College 11220 Highway 1 Robinson, Illinois 62454

Dinner – 6:00 p.m. – Lincoln Room Meeting – 7:00 p.m. - Cafeteria The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

Illinois Eastern Community Colleges Board Agenda

June 20, 2017 7:00 p.m. Lincoln Trail College Cafeteria

1.	Call to	Order & R	oll Call	Chairman Fischer		
2.	Disposi	Disposition of Minutes				
3.	Recognition of Visitors and GuestsBru					
		A. Visitors and Guests				
	B. IEC	EA Repre	sentative			
4	D 11' /					
4.	Public (Comment				
5.	Reports					
	A. Trus	stees				
	B. Pres	idents				
	C. Cab	inet				
6.	Policy First Reading (and Possible Approval)Bruce					
-	A.		Policy for the Assignment of Credits			
	В.		Policy on Transfer Credit			
	C.		Policy for Transfer of Credit between Sister Colleges	and Computation of		
			oint Average	r		
	D.		Family Educational Rights and Privacy			
	E.		Grade Forgiveness Policy			
	F.		Technical Degree/Certificate Educational Guarantee			
	G.		Student Military Policy			
	H.		Academic Integrity Policy			
	I.		Policy for Credit Equivalency by Licensure or Certif	cication		
	J.		Policy for Substance Abuse Testing for Athletes			
	K.	500.28	Hazing Policy			
	L.	500.30	Withdrawal Policy			
7.	Policy 9	Second Re	ading	Bruce		
,.	A. Non					
8.	Stoff D	acomman <i>i</i>	lations for Approval			
ο.	λ Em	prophov D	esponse Plans 2017	Cutchin		
			ention Plan			
	C. KOI	150 GI	eenhouse (Seals) Property Easement	Bruce		

	D. Radiography Program Enrichment Fee E. Lease Agreements F. FY2018 Budget Resolution	Bruce
	G. Payment of Accrued Bills	
	H. Appointment of Board Audit Committee	
	I. RAMP 2019	
	J. Building and Maintenance Fund Resolution	
	K. Inter-Funds Loans Resolution	_
	L. Working Cash Fund	
	M. Affiliation Agreement with Oakview Heights - Nurse Asst	
9.	Bid Committee Report	Bruce
10.	District Finance	
	A. Financial Report B. Approval of Financial Obligations	
11.	Chief Executive Officer's Report	Bruce
12.	Executive Session	Bruce
13.	Approval of Executive Session Minutes	
	A. Written Executive Session Minutes	Bruce
	B. Audio Executive Session Minutes	Bruce
	C. Semi-Annual Review of Executive Session Minutes	Bruce
14.	Approval of Personnel Report	Bruce
15.	Collective Bargaining	Bruce
16.	Litigation	Bruce
17.	Other Items	
18.	Adjournment	

Minutes of a <u>regular meeting</u> 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 Bob Boyles Hall, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, <u>Tuesday</u>, <u>May 16</u>, 2017.

<u>AGENDA #1 – "Call to Order & Roll Call"</u> – In the absence of Chairman G. Andrew Fischer, Vice Chairman Brenda Culver served as Chairman for this meeting. Chairman Culver called the meeting to order at 7:00 p.m. and directed the Board Secretary, Renee Smith, to call the roll.

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

John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, Jan Ridgely. Also present was Madison Martin, student trustee. Trustees absent: G. Andrew Fischer. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

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

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

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

Alex Cline, Director of Information & Communications Technology.

Jeff Cutchin, Chief Academic Officer.

Renee Smith, Executive Assistant to CEO/Board Secretary.

<u>AGENDA #2 – "Disposition of Minutes"</u> – Open meeting minutes as prepared for the regular meeting held Monday, April 18, 2017 were presented for disposition.

<u>Board Action to Approve Minutes:</u> Trustee Al Henager made a motion to approve minutes of the foregoing meeting as prepared. 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.

Chairman Culver asked for leave of the Board to move to Agenda Item #8A. Filling Board Vacancy. There being no objection, the next item for Board consideration was action to fill the current vacant board seat.

AGENDA #8A. Filling Board Vacancy: Trustee John Brooks made a motion that James Lane be appointed to the vacancy created by the resignation of Michael Correll and that he serve until the next election for trustees. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chairman, the following trustees voted yea: John Brooks, Gary Carter, Al Henager, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

Chairman Brenda Culver reported that Dr. Fischer asked her to convey to the Board that had he been able to attend this meeting, he intended to vote in the affirmative for James Lane to fill the vacancy created by the resignation of Michael Correll.

AGENDA #8A. Oath of Office and Seating of Trustee to Fill Board Vacancy: The oath of office was administered to James Lane and he was duly seated, after subscribing to the following oath:

"I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Trustee, Illinois Eastern Community College District #529, to the best of my ability."

At this time the Board returned to the regular order of business as stated in the agenda.

AGENDA #3 – "Recognition of Visitors & Guests" –

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

#3-B. IECEA Representative: None.

AGENDA #4 – "Public Comment" – None.

AGENDA #5 - "Reports" -

- #5-A. Report from Trustees: All trustees present reported they participated in Graduation Ceremonies on May 12th at one of the four colleges. Trustees Gary Carter and Brenda Culver reported on their participation in the Illinois Community College Trustees Association Lobby Day held April 26th in Springfield. Student Trustee Madison Martin reported that she would be married May 20th and at the next Board meeting her name will be Madison Ferreira.
- **#5-B. Report from Presidents:** Electronic reports were presented from each of the colleges.

#5-C. Report from Cabinet: None.

AGENDA #6 - "Policy First Readings (and Possible Approval)" -

#6-A. 100.35 Fraud Reporting and Protection - The CEO recommended that second reading be waived and that the following new policy be adopted.

BOARD OF TRUSTEES - 100

Fraud Reporting and Protection Policy (100.35)

Date Adopted: May 16, 2017

Ethical Behavior

In conducting its operations in compliance with Federal and State laws and regulations, Illinois Eastern Community Colleges (IECC) is committed to the highest level of ethical behavior. To ensure that this standard of ethics is maintained, individuals are encouraged to report or disclose allegations of internal wrongdoing.

Reporting Suspected Fraud

All members of the IECC community have a responsibility for the District's resources. Internal controls are intended to protect the District's assets and interests by detecting or preventing improper activities. However, there are no absolute safeguards against willful violations of laws, regulations, policies, or procedures. IECC employees are expected to report good faith concerns about suspected fraud.

Investigate

IECC will investigate possible fraudulent activity or dishonest use of District resources by its employees. Anyone found to have engaged in fraudulent activity is subject to disciplinary action, including dismissal and civil or criminal prosecution where warranted.

Confidentiality and Discretion

Great care will be taken in dealing with suspected fraudulent activity to avoid:

- violating a person's right to due process,
- making statements that could lead to claims of false accusations or other civil rights violations, or
- alerting suspected individuals that an investigation is underway.

The investigation may be discussed only with those individuals who have a legitimate need-to-know. The suspected individual is considered innocent of all allegations unless and until the facts prove otherwise.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation.

Allegations that prove to have been made maliciously or knowingly to be false will be viewed as a serious offense subject to discipline, up to and including dismissal from employment.

Protection from Retaliation

Retaliation against employees making good faith reports is prohibited. Employees making good faith reports of suspected misconduct should feel safe and protected from retaliation. IECC will provide appropriate support to reporting employees to protect against retaliation, and respond to concerns of retaliation or unfair treatment linked to the employee's reporting.

Training

IECC will include fraud awareness training on issues of fraud, waste, abuse, and how to report same without fear of retaliation as part of new employee orientation, and shall provide continuing training to all employees.

<u>Board Action:</u> Trustee Gary Carter made a motion to waive second reading and adopt the Fraud Reporting and Protection Policy (100.35) as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: James Lane, John Brooks, Gary Carter, Al Henager, Jan Ridgely, Brenda Culver. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. Student advisory vote: Yea. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-B. 200.2 Appropriate Use of Information Technology Resources - The CEO recommended that second reading be waived and that the following revised policy be adopted.

Appropriate Use of Information Technology Resources Policy (200.2)

Effective date: June 11, 1996 Revised: August 17, 2005 Revised: April 19, 2016 Revised: May 16, 2017

Overview

In pursuit of its mission to deliver exceptional education and services to improve the lives of our students and to strengthen our communities provide educational opportunities and public services to the colleges of southeastern Illinois, the Board of Trustees of Illinois Eastern Community Colleges ("IECC" or the "District") provides access to "information technology and resources" (as defined below in IECC Policy ies and Procedures 200.2) for students, faculty and staff members employees and other constituents authorized users within institutional priorities and financial capabilities.

Access to the District's information technology and resources is a privilege granted to District students, faculty and staff members employees and other authorized users. Access to District information technology and resources may be granted by the data owners of that information based on their judgment of the following factors: relevant laws and contractual obligations, the requestor's need to have access to the information technology and resources, the information technology and resources' sensitivity and the risk of damage to or loss by the District which could result from its

disclosure.

The District reserves the right to extend, limit, restrict or deny privileges and access to its information technology and resources. Data owners--whether departments, units, students or employees faculty or staff members--may allow individuals other than District students or employees faculty and staff members access to information which they own or for which they are responsible, so long as such access does not violate any license or contractual agreement, District policy or any federal, state, county or local law or ordinance.

IECC information technology and resources are to be used for the District-related activities for which they are intended and authorized. District information technology and resources are <u>not</u> to be used for commercial purposes or non-college related activities without written authorization from the District. In these cases, the District will require payment of appropriate fees. This policy applies equally to all District-owned or District-leased <u>information technology resources</u> computers and peripherals.

All users of members of the college community who use IECC's information technology and resources must act responsibly in their use of the resources. All users of District-owned or District-leased information technology and-resources must respect the rights of other users and comply with all pertinent licenses and contractual agreements. IECC's policy requires that all students, employees faculty and staff members and other authorized users act in accordance with these responsibilities, relevant laws and contractual obligations and the highest standard of ethics. Each user must remember that his/her freedom to access, display or publish information is constrained by the rights of others who have the right not to be subjected to material that they find offensive. Information posted and/or published on the Internet may be accessible by any computer on the Internet.

Authorized users and system administrators must all guard against abuses that disrupt or threaten the viability of any and all systems, including those at the college campuses and those on networks to which the District's systems are connected. Access to information technology and resources without proper authorization from the data owner(s), unauthorized use of District computing facilities, and intentional or negligent corruption or misuse of information technology and resources are direct violations of the District's standards for conduct as outlined in IECC Policies and Procedures, District collective bargaining agreement and the Faculty Handbook and may also be considered civil or criminal offenses.

Privacy and Content

USERS SHOULD HAVE NO EXPECTATION OF PRIVACY OR CONFIDENTIALITY IN THE CONTENT OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES SENT AND RECEIVED ON THE DISTRICT COMPUTER NETWORK OR STORED ON ANY IECC INFORMATION TECHNOLOGY RESOURCES. IN HIS/HER DIRECTORY. THE DISTRICT COMPUTER NETWORK'S SYSTEM OPERATOR IT INFORMATON TECHNOLOGY DEPARTMENT STAFF, COLLEGE TECHNICIANS, OR OTHER DISTRICT EMPLOYEES, MAY, AT ANY TIME, REVIEW THE SUBJECT, CONTENT, AND APPROPRIATENESS OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES, AND REMOVE THEM IF WARRANTED, REPORTING ANY VIOLATION OF RULES TO THE DISTRICT ADMINISTRATION AND/OR LAW ENFORCEMENT OFFICIALS.

E-Mail - Information Exchange - Security Account Security and Information Exchange

User IDs and passwords are provided <u>for technology systems and are</u> only for <u>individual</u> <u>personal</u> use. Users should not share passwords with anyone and should not use anyone else's password regardless of how the password was obtained. If a user suspects someone has discovered <u>his or her their</u> password, the password should be changed immediately <u>and the IT Help Desk should be notified</u>. Users shall not intentionally modify files, data, or passwords belonging to other users. When sending electronic communications, users should be cautious when including personal information. IECC is not responsible for personal information which is obtained by unauthorized recipients or interceptors of electronic communications. Use of personal credit cards on an IECC owned computer is done at the user's own risk and IECC is not responsible for any loss or damages resulting from this use.

Employee Account Setup Process

Supervisors request accounts for their employees by completing the Information Technology
Services Request Form. This form is submitted to the Human Resources and Information
Technology Departments for verification and processing. When the accounts have been created, the Information Technology Department mails the initial user IDs and passwords to the employee. Banner system accounts also require the completion of the Banner Security Request form. Entrata portal account details are also included with the IT Services Request that allows employees and faculty access to various course and employee resources.

Student Account Setup Process

The Student Services Department provides students with anID numbers and PINs to be used to create an Entrata portal accounts. The Entrata account creation process assigns the student a user ID and allows the student to create a password. The portal system provides access to many services including but not limited to: email, online courses, electronic course materials, schedules, grades, tax forms, account balances, emergency alerts, library service, and much more.

Student Email and Electronic Communications

IECC provides email accounts to students as a tool for sharing important and official information regarding registration, financial aid, deadlines, student life, and more. Email allows IECC to communicate quickly and efficiently and provides standardized, consistent communication with IECC students. The student email accounts are cost-effective and environmentally friendly.

Student email accounts are created when students activate their IECC portal accounts. IECC expects that every student will receive email at his or her IECC email address and will read email on a frequent and consistent basis. A student's failure to receive and read IECC communications in a timely manner does not absolve that student from knowing and complying with the content of such communications.

Students may elect to redirect (auto-forward) email sent to their IECC email address. Students who redirect email from their official IECC email address to another address do so at their own risk. IECC is not responsible for the handling of email by outside service providers. If email is

lost because of forwarding, it does not absolve the student of the responsibilities associated with communications sent to their official IECC email address.

Copyrighted Material

Users shall not: copy and forward, download, and/or upload to the IECC network or Internet server any copyrighted, trademarked, and other intellectual property without express authorization from the owner of the trademark, copyrights or intellectual property right.

Unauthorized copying, use or distributions of software is illegal, strictly prohibited, and subject to criminal penalties. Similarly, other intellectual property content owners may take criminal or civil action against a user for unauthorized copying, use or distribution of intellectual property materials. All the content transmitted via e-mail and web publishing must either be the users' own or must be transmitted with express authorization for distribution by IECC or by the individual who owns the trademark, copyright or intellectual property right.

Inappropriate and Illegal Use of Computers Technology Resources

Examples of inappropriate and illegal use include:

- 1. Accessing, e-mailing or web publishing of material, including text or images, determined to be obscene and/or pornographic.
- 2. Use of information technology to facilitate, engage in and/or encourage academic dishonesty.
- 3. Email distribution or web publishing of derogatory statements intended to offend other individuals, groups, or organizations or which violate IECC's anti-discrimination/harassment policy and procedures. (See policy 100.8 and procedure 100.8 for more information.)
- 4. Use of <u>information technology resources</u> the computer network system in a manner that violates the IECC Computer Use this Policy or Procedures, any other District/College policy, and/or local, state or federal law.
- 5. Intentionally infiltrate, or "hack," IECC or other information technology resources.
- 6. Release viruses, worms, or other programs that damage or otherwise harm IECC or other information technology resources network, or an outside computing system, or network.
- 7. Knowingly disrupt a system or interfere with another student's, staff or faculty member's or other authorized user's ability to use that system. (e.g., by sending "e mail bombs" that cause disk fill up, a network to bog down, or software application to crash).
- 8. Willfully damage or destroy computer hardware, software, or data belonging to IECC or its users.

Priority Usage of Computer Hardware, Software and/or Facilities

Priority shall be given to classroom activities, assignments and/or research and to IECC faculty, staff, and students.

Lab User Age Restriction

Patrons under the age of 18 who are not enrolled students are not permitted to use the open lab computers without obtaining authorization from the college's Learning Resource Director or Lab Supervisor.

Saving Work Student Data Storage

Users Students are not allowed to store personal work and/or software on the hard disk-drives in the open lab and all users students should have a personal data disk storage device or service for saving their work. Any files or software found on the hard drives will be deleted. IECC is not responsible for data lost for any reason including but not limited to: power failure, computer failure, or any other planned or unplanned or unavoidable event or emergency.

Software

IECC may provide access to software and services such as MS Office 365, Google Docs, Adobe and others. These services are generally provided for free or at a reduced cost to currently enrolled students and/or active employees. IECC must comply with the software license agreements provided by the software vendors and services may be revoked or modified at the vendor's discretion. Students and employees are required to comply with the End User License Agreement (EULA) associated with the software or service. The software and services may be terminated when students are no longer enrolled or employees are no longer employed.

Students are not allowed to install any software onto any IECC computers.

Network Bandwidth

Network capacity is limited and users must not exceed reasonable usage. <u>IECC has the right to block, limit, or prioritize traffic for any reason.</u> Recreational network activities such as: downloading large files, viewing streaming video and listening to streaming audio are prohibited unless pre-approved by the Director of Information and Communications Technology.

Internal Network

Only authorized IECC technical staff are allowed to connect personal computers or other devices to the internal IECC network.

Public Wi-Fi Internet Access

Wireless public Internet access is provided throughout most IECC's campus locations. have been established in some areas to provide Internet connectivity for personal computing devices.

Please be advised that the public network does not enforce any security or encryption.

Transmissions of secure information such as ID's, credit card numbers, passwords, etc. may be intercepted by wireless users in or near the open networks. IECC is not responsible for damage to personal property or other injury, including damage to personal computing devices emputers resulting from software/hardware installation or Internet use.

Commercial Use

Users shall not use the District's computer network to set up web pages to advertise or sell products or services, solicit sales or conduct business (e.g., by posting an advertisement to a news group) without prior written approval and, if required, the payment of an appropriate fee.

Sanctions

Alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the

college's catalog. IECC treats access and use violators of information technology and resources seriously. IECC computing resources may also be subject to prosecution by state or federal authorities.

IECC has the right to remove, without notice, any material from its system found to be threatening, obscene, pornographic or which violates the District's anti-discrimination/harassment policy or any other District policy. Such action may result in the termination of the user's account.

Policy Adoption - Administration - Liability

This policy will be reviewed and updated periodically and the current policy, inclusive of any revisions, will be electronically posted on the IECC <u>website</u>. Internet and web servers.

<u>Implementation</u>

The Chief Executive Officer, Presidents and Director of Information and Communications Technology are responsible for supervising adoption of guidelines to implement this policy.

Enforcement

Alleged violations of this policy will be processed according to the <u>disciplinary policies</u> processes outlined in the IECC Policies and Procedures Manual, IECC collective bargaining agreement and the college's catalog. IECC treats access and use violations of information technology and resources seriously. IECC will pursue criminal and civil prosecution of violators as it deems necessary.

Definitions

Account: see Information Technology Account

<u>Administrative Officer: Chief Executive Officer, President, Dean or Director to whom an</u> individual reports.

Authorized Users: students, employees, and other constituents of the IECC District. a computer system or network and who may have system administrator responsibilities for that computer system or network. A user is responsible for his or her use of the computer and/or the network and for learning proper data management strategies.

<u>Data Owner:</u> the author or publisher of the information, data or software; can be the individual or department that has obtained a license for the District's use of the information, data or software.

<u>Desktop Computers Microcomputers, Advanced Workstations Computing Devices:</u>
different classes of smaller computers, servers and mobile devices some shared, some single user systems. If owned, or leased by the District or if owned by an individual and connected to a

<u>District-owned</u>, leased or operated network, use of these computing devices computers is covered by the IECC Policy for Responsible Use of Information Technology.

Employee: See Human Resources policy section 400.

User(s): District students, employees and other authorized users.

Information Technology and Resources: equipment or services used to input, store, process, transmit, and output information, including, but not limited to, desktops, laptops, mobile devices, servers, telephones, fax machines, copiers, printers, Internet, email, and social media sites. voice, data, images and text (referred to as information); the transmission or processing of information; the acquisition, development, dissemination, protection and storage of information through the use of electronic hardware devices and software.

<u>Computer Information Technology Account:</u> the combination of a user number, user name, or user ID and a password that allows a student, employee, <u>faculty or staff member</u> or other authorized user access to information technology resources.

Network: a group of computing devices that share information electronically, typically connected to each other by either cable, wireless or other technologies.

<u>Public Internet Access: Current and future wired or wireless access to the Internet at designated campus locations. Students are allowed to access the Internet using their personal laptops only in the areas designated for public use.</u>

<u>Software:</u> the programs and other operating information used by a computer. <u>programs, data or information stored on magnetic media (including, without limitation, tapes, disks, diskettes, eassettes, usually used to refer to computer programs).</u>

Student: any person currently participating in any class of instruction offered by or on the premises of the IECC institutions.

Systems: see Information Technology Resources

User: see Authorized User

(The following area is for policy print out and is not to be included in the catalog.)

User Agreement

I agree to and will abide by the attached policy concerning the use of computer, Internet, and web publishing access provided to me through Illinois Eastern Community Colleges (IECC).

I understand that alleged violations of this policy will be processed according to the processes disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the college's catalog. IECC treats access and use violators of

information technology and resources seriously. IECC computing resources may also be subject to prosecution by <u>local</u>, state or federal authorities.

I UNDERSTAND THAT I SHOULD HAVE NO EXPECTATION OF PRIVACY OR CONFIDENTIALITY IN THE CONTENT OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES SENT AND RECEIVED ON THE DISTRICT COMPUTER NETWORK OR STORED ON ANY IECC INFORMATION TECHNOLOGY RESOURCES. IN HIS/HER DIRECTORY. THE DISTRICT COMPUTER NETWORK'S SYSTEM OPERATOR IT INFORMATON TECHNOLOGY DEPARTMENT STAFF, COLLEGE TECHNICIANS, OR OTHER DISTRICT EMPLOYEES, MAY, AT ANY TIME, REVIEW THE SUBJECT, CONTENT, AND APPROPRIATENESS OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES, AND REMOVE THEM IF WARRANTED, REPORTING ANY VIOLATION OF RULES TO THE DISTRICT ADMINISTRATION AND/OR LAW ENFORCEMENT OFFICIALS.

NAME:		
	(signature)	
	(printed name)	
DATE:		

<u>Board Action:</u> Trustee Jan Ridgely made a motion to waive second reading and adopt the Appropriate Use of Information Technology Resources Policy (200.2) 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, Al Henager, James Lane, Jan Ridgely, Brenda Culver. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. Student advisory vote: Yea. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #7- "Policy Second Readings" – None.

<u>AGENDA #8 – "Staff Recommendations for Approval"</u> – The following staff recommendations were presented for approval.

#8-B. 2017 Distance Delivery Education Plan: Chris Cantwell reviewed the updated Distance Delivery Education Plan. The CEO recommended approval of the 2017 Distance Delivery Education Plan.

<u>Board Action:</u> Trustee Gary Carter made a motion to approve the 2017 Distance Delivery Education Plan as recommended. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Al Henager, James Lane, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Ladder/Certificate Program Fee Removal: Chris Cantwell recommended the removal of program fees established when the District offered ladder or certificate programs.

Those programs are no longer viable. The CEO recommended approval of the removal of Ladder/Certificate Program Fees.

<u>Board Action:</u> Trustee James Lane made a motion to remove Ladder/Certificate Program fees 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, Al Henager, James Lane, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. 2017 Student Satisfaction Survey Results: Chris Cantwell reviewed the 2017 Student Satisfaction Survey results. IECC students continue to be satisfied with services provided by the colleges, according to the latest survey, with survey questions included in the areas of Communication, Student Services, Instruction, Technology and recommending the college to others. Results included:

Services

96% were satisfied with Advisement services.

93% were satisfied with Financial Aid services.

97.5% were satisfied with Entrata.

96% were satisfied with Help Desk services.

Other

97% were satisfied with the communication between the four colleges.

95% were satisfied with the quality of instruction.

97% felt the instruction was academically challenging.

99% were satisfied with classroom size.

95% were satisfied with courses available at the times they want or needed them.

97% believe they are treated with respect as an individual.

97% would recommend the college to others.

The results of the survey are shared with various district-wide committees as well as college committees to work on improving any area that needs attention. The CEO recommended acceptance of the Student Satisfaction Survey results.

<u>Board Action:</u> Student Trustee Madison Martin made a motion to accept the Student Satisfaction Survey results 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, Al Henager, James Lane, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. IECC Meal Plan Program: Roger Browning provided information on the proposed IECC Meal Plan Program. The Presidents, Business Officers, and Food Service Managers have developed a Meal Plan Program that will generate additional revenues for college food services and provide convenience to the students and the public. The CEO recommended that the IECC Meal Plan Program be approved as presented.

<u>Board Action:</u> Trustee Al Henager made a motion to approve the IECC Meal Plan Program 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, Al Henager, James Lane, Jan Ridgely, Brenda Culver Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Testing Fees Changes and Additions: Changes and addition of new fees were presented for approval to the following Testing Fees (page 39 of the IECC catalog) effective immediately. The CEO recommended approval of the following new fees and changes to present fees.

Health Information Management

HIS Exam Fee for HIM 2220 Clinical Practicum \$168 Actual Cost

National Health Association Testing Fees \$205 Actual Cost

Medical Assistant

National Health Association Testing Fees \$205 Actual Cost

American Medical Tech. Testing Fees Actual Cost (new fees)

Pharmacy Technician

Pharm Tech Certification Board Testing Fees Actual Cost (new fees)

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

#8-G. Dual Credit Agreement between IECC and High School Districts: The Board of Trustees previously approved a dual credit agreement that could be presented to each of IECC's sixteen high school district boards. The dual credit agreement outlines the requirements for juniors and seniors to receive both high school and college credit for approved courses. All sixteen high school districts have approved the agreement. The CEO recommended the Chairman be authorized to sign the dual credit agreements approved by the 16 high school districts.

<u>Board Action:</u> Trustee Jan Ridgely made a motion to authorize the Chairman to sign the dual credit agreements between IECC and High School Districts. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Al Henager, James Lane, Jan Ridgely, Brenda Culver. Student Advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Affiliation Agreements: IECC wishes to enter into an affiliation agreement with the following ten medical facilities. The agreements in full are listed in the board agenda. The CEO recommended approval of agreements with the following medical facilities:

Imburgia, Dominic Dr Cons. Comm. Medical Center Family Practice - Certified Medical

Asst.

Evansville Multi Specialty Clinic - Certified Medical Assistant

Union Health/UAP - Certified Medical Assistant

Valley Professionals Community Health Center - Certified Medical Assistant

Heritage Health: Therapy & Senior Care - Electronic Medical Records

Bertram's Pharmacy - Pharmacy Technician

Carle Richland Memorial Hospital - Pharmacy Technician

Harmon's - Pharmacy Technician

Wal-Mart Pharmacy - Robinson - Pharmacy Technician

Salem Township Hospital - Pharmacy Technician

<u>Board Action:</u> Trustee Gary Carter made a motion to approve the affiliation agreements 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, Al Henager, James Lane, Jan Ridgely, Brenda Culver Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – "Bid Committee Report" – None.

AGENDA #10 – "District Finance" – The following District financial matters were presented.

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of April 30, 2017.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2017, totaling \$603,486.85, 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 May 2017, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Al Henager, James Lane, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – "Chief Executive Officer's Report" – None.

<u>AGENDA #12 – "Executive Session"</u> – The Board of Trustees did <u>not</u> hold an executive session at this meeting.

<u>AGENDA #13 – "Approval of Executive Session Minutes"</u> – The Board of Trustees did <u>not</u> hold an executive session at the regular meeting, Monday, April 18, 2017.

<u>AGENDA #14 – "Approval of Personnel Report"</u> – Tara Buerster presented the following amended Personnel Report and the CEO recommended approval.

400.1. Employment of Personnel

A. Faculty

- 1. Megan Bunnage, Nursing Instructor, OCC/WVC, effective August 10, 2017
- 2. Beth Wilson, Nursing Instructor, OCC/FCC, effective August 10, 2017

400.2. Change in Status

A. Faculty

1. Tyler Browning, Director of Academic Advising & Recruitment, LTC, to Sports Management Instructor, LTC, effective August 10, 2017

B. Classified

1. Tina Evans, Custodian, OCC, to Lead Custodian, OCC, effective May 22, 2017

400.3. Special Assignment

A. Other Recommended

1. Richard Shipman, Interim O & M Team Leader \$5,825 per year effective June 1, 2017

400.4. Reduction in Force and Adoption of Resolution

A. Workforce Education

1. Luann Frank, Program Assistant – Girard, Workforce Education, effective July 1, 2017.

400.5 Resignation Ratification

A. Classified

1. Chad Noble, Information System Technician, FCC, effective May 29, 2017

#14-A. Board Action to Amend Personnel Report: The Chair recommended the Personnel Report be Amended to include Item 400.5 Resignation Ratification. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

#14-B. Board Action to Approve Amended Personnel Report: Student Trustee Madison Martin made a motion to approve the amended Personnel Report 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, Al Henager, James Lane, Jan Ridgely, Brenda Culver. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: G. Andrew Fischer. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – "Collective Bargaining" – None.

AGENDA #16 - "Litigation" - None.

<u>AGENDA #17 – "Other Items"</u> – Chief Academic Officer Chris Cantwell addressed the Board to express her appreciation to the Board and to the IECC administration for their support spanning her more than 34 years with the IECC District. Ms. Cantwell will retire effective June 1, 2017.

<u>AGENDA #18 – "Adjournment"</u> – Trustee Jan Ridgely made a motion to adjourn. Trustee James Lane seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those

opposed to say "No." The voice vote was taken. The Chair declared the "Ayes" have it, the motion is adopted, and the meeting was adjourned at 8:15 p.m.

Agenda Item #1 Call to Order and Roll Call

Agenda Item #2 Disposition of Minutes

Recognition of Visitors and Guests
A. Visitors and Guests
B. IECEA Representatives

Public Comment

Reports
A. Trustees
B. Presidents
C. Cabinet

Policy First Reading (and Possible Approval)

500.7 Policy for the Assignment of Credits

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.7 Policy for the Assignment of Credits.

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested a revision to the assignment of internship hours. Current policy awards 1 hour for each 75 hours of internship experience. The proposed change clarifies that 1 hour of credit will be given for 75-149 hours of internship experience.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Attachment

Policy for the Assignment of Credits (500.7)

Date Adopted: December 19, 1989

Revised: October 21, 2014

Revised: June 20, 2017, pending Board approval

Illinois Eastern Community Colleges assigns credit hours based on commonly accepted practices in higher education and ICCB Administrative Rules Section 1501.309 where credit hours shall be determined on the basis of an expected 45 hours of combined classroom/laboratory and study time for each semester hour.

Assignment of credit hours occurs during the course approval process and is monitored through faculty, curriculum, and program reviews established by the district.

All courses offered for credit will:

- 1. meet standards for class contact hours,
- 2. meet expected hours for out of class student work regardless of the mode of instruction and/or
 - length of term, and,
- 3. achieve intended learning outcomes.

Courses will be consistent in the assignment of credits, scope, quality, assessment, and expected learning outcomes with other courses with the same course title and number.

- A. <u>Lecture</u>: One semester hour of college credit will be awarded for each 15 hours of lecture (750 minutes instructional time, not including testing). It is assumed that two hours of outside study will be invested for each classroom contact hour.
- B. <u>Laboratory</u>: One semester hour of college credit will be awarded for each 30<u>-45</u> hours of laboratory experience. It is assumed that one hour of outside study will be invested for each two laboratory contact hours.
- C. <u>Internship/Non Clinical Practicum</u>: One semester hour of college credit will be awarded for each 75-149 hours of internship/practicum experience.
- D. <u>Clinical Practicum</u>: One semester hour of credit for each 30-60 contact hours per semester or equivalent. It is assumed that one hour of outside study time will be invested for each two clinical practicum contact hours.

500.9 Policy on Transfer Credit

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.9 Policy on Transfer Credit

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested that the attached policy be revised to remove a designee of the Dean of Instruction and removes out of date language on the North Central Association.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Attachment

Policy on Transfer Credit (500.9)

Date Adopted: December 19, 1989

Revised: July 16, 2013

Revised: June 20, 2017, pending Board approval

The acceptance of credits earned at post-secondary institutions outside Illinois Eastern Community Colleges (IECC) shall be determined by an evaluative process administered by the Dean of Instruction or designee.

All grades and cumulative grade point averages of students transferring from post-secondary institutions outside of Illinois Eastern Community Colleges (IECC) will be excluded in determining the final cumulative grade point average. Only grades from IECC will be included in determining the final grade point average.

All credits earned outside Illinois Eastern Community Colleges will be evaluated for possible application toward the degree or certificate program chosen by the student. Passing credits earned at institutions accredited by the Higher Learning Commission, a Commission of the North Central Association of Colleges and Schools, or similar regional accrediting agencies may be accepted by IECC provided the courses meet the expectations of the faculty and staff at IECC for academic content and rigor. For a student transcript indicating a cumulative grade point average of less than "C", only credit will be considered for those courses which have a grade of "C" or better.

Any transfer credit from institutions on probation with the Higher Learning Commission or other regional accrediting agencies may not be accepted as transfer credit. Acceptance of the transfer credit will require verification whether or not the student's experience at the other institution is appropriately commensurate with the expectations in similar IECC courses with respect to academic content, rigor, scope and relevance.

500.10 Policy for Transfer of Credit between Sister Colleges and Computation of Grade Point Average

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.10 Policy for Transfer of Credit between Sister Colleges

and Computation of Grade Point Average

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested deleting obsolete language on transfer credit between IECC colleges.

The Cabinet has approved this deletion and I recommend the Board waive the second reading and approve the deletion of the above policy.

TLB/rs

Attachment

STUDENT - 500

Policy for Transfer of Credit Between Sister Colleges and Computation of Grade Point Average (500.10)

Date Adopted: December 19, 1989

Credit and grades earned at a college of Illinois Eastern Community Colleges District No. 529 shall transfer with full credit to either of the other three sister colleges and all grades so transferred will be computed in determining the student's final grade point average.

Remove Policy effective June 20, 2017.

500.11 Family Educational Rights and Privacy

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.11 Family Educational Rights and Privacy

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested a revision to directory information provided to comply with current regulations.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Attachment

Family Educational Rights and Privacy (500.11)

Date Adopted: December 13, 1994

Revised: May 6, 2003

Revised: June 20, 2017, pending Board approval

A. Purpose

Illinois Eastern Community Colleges (IECC) respects the rights of students and their educational records regarding privacy, confidentiality, inspection and review, amendment, and disclosure. The intent of this policy is to be in accord with the Act, 34 CFR Part 99, and other existing requirements and to ensure that every endeavor is made to keep the student's records confidential and out of the hands of those who would use them for other than legitimate purposes.

B. Definitions

- 1. *Act* means the Family Educational Rights and Privacy Act of 1974, as amended, enacted as section 438 of the General Education Provisions Act.
- 2. *Eligible student* means a student who has reached 18 years of age or is attending an institution for purposes of obtaining post-secondary education. When a student becomes an eligible student, the rights accorded to, and consent required of, parents, under 34 CFR Part 99 transfer from the parents to the student.
- 3. *Eligible parent* means either parent of a student less than 18 years of age who is attending Illinois Eastern IECC for purposes other than obtaining post-secondary education, unless the institution has been provided with evidence that there is a court order, Sstate statute, or legally binding document relating to such matters as divorce, separation, or custody that specifically revokes these rights.
- 4. Educational record means any record directly related to a student and maintained by the Ceolleges or by a party acting for the Ceolleges. The following documents are not considered educational records: (i) records that are kept in the sole possession of the maker and are not accessible or revealed to any other person; (ii) records of any law enforcement unit of the Ceolleges; (iii) employment records of individuals employed by the Ceolleges other than as student employees; (iv) records on a student who is 18 years of age or older made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity and made, maintained, or used only in connection with treatment of the student, and disclosed only to individuals providing the treatment; and (v) records that only contain information about an individual after he or she is no longer a student at that agency or institution.

- 5. *Directory information* means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy, if disclosed. It includes, but is not limited to, the student's:
- a) name, date, and place of birth;
- b) address and telephone number;
- c) e-mail electronic address;
- d) program area;
- e) dates of attendance;
- f) degrees earned and dates;
 - g) participation in sports programs;
- h) weight, height and athletic accomplishments of members of athletic teams; and
- i) most recent educational institution attended.
 - a) Student name
 - b) Student local/home address and telephone number
 - c) Electronic e-mail address
 - d) Date of birth
 - e) Current term hours carried
 - f) Major field of study
 - g) Classification (freshman, sophomore, continuing)
 - h) Academic unit
 - i) Dates of attendance
 - j) Degrees and honors earned and dates
 - k) Most recent previous education agency or institution attended prior to IECC
 - 1) Participation in officially recognized activity or sport and weight, height and pictures

of members of athletic teams.

m) Picture

C. Rights of Students and Eligible Parents

- 1. Annual Notification: Each college shall give students or eligible parents annual notification by such means as are reasonably likely to inform them of their rights under this policy and of the right to file complaints with the US Department of Education.
- 2. Inspection and Review of Education Records: An eligible parent or student may inspect and review his/her education record by making written request to the college's Records Office. The college president or his/her designee will comply with this request within a reasonable period of time, but generally not to exceed seven working days, after the request has been made. Records requested and approved for release may be inspected at the college during normal office hours, Monday through Friday, except on designated holidays or otherwise posted at the college. A form for providing this information is available from the college's Records Office. The request must be received in writing and include, at a minimum, the:

- a) name, address, social security number, and telephone number of person submitting the request for information;
- b) description of the information requested;
- c) an indication of whether the records are to be inspected at the college or mailed to the requestor and, if sent, whether or not copies are to be certified; and
- d) date of the request and when a response is required.
- 3. Cost of Copies of Records: The student has the right to a response from the college as well as the right to obtain copies of these records, except transcripts, at a cost of 25 cents per page plus postage. The cost per transcript is specified in the college catalog. Except as limited under 34 CFR Part 99.12, the college may not deny access to education records without providing a description of the circumstances in which the college feels it has a legitimate cause to deny request for a copy of such records. Circumstances under which the college feels it has a legitimate cause to deny requests for a copy of such records includes, but is not limited to, students owing fees or having other indebtedness to the college.
- 4. Types and Location of Records:

TYPES OF RECORDS LOCATION OF RECORDS

Transcripts Student Services
Matriculation Student Services
Occupational Credentials Student Services
Financial Aid Student Services
Directory Information Student Services

5. Officials Responsible for Records

Frontier Community College Lincoln Trail College

Coordinator, Registration & Records Director of Admissions Asst. Dean for

Student Services
2 Frontier Drive 11220 State Highway 1
Fairfield, IL 62837 Robinson, IL 62454

Telephone (618) 842-3711 Telephone (618) 544-8657

Olney Central College
Asst. Dean for Student Services
305 North West Street
Olney, IL 62450
Telephone (618) 395-7777
Wabash Valley College
Asst. Dean for Student Services
2200 College Drive
Mt. Carmel, IL 62863
Telephone (618) 262-8641

Wabash Valley College

Industrial Technology Workforce Education

Dir. Admissions & Financial Aid Director of Business & Finance

c/o John A. Logan College

Route 2 700 Logan College Rd

Carterville, IL 62918

Telephone (618) 985-3741 2828, ext. 378-8319

D. Release of Information

- 1. <u>Illinois Eastern IECC</u> will not disclose personally identifiable information from the education records of a student without prior written consent of the student except:
 - a) to other school officials, including teachers and administrative personnel within Illinois Eastern IECC, or to other educational agencies who can be determined by Illinois Eastern IECC to have legitimate educational interests in such records;
 - b) to officials of another school or school system in which the student seeks or intends to enroll:
 - c) in connection with financial aid for which a student has applied or which a student has received, provided, that personally identifiable information from the education records of the student may be disclosed for such purposes as:
 - 1) to determine the eligibility of the student for financial aid,
 - 2) to determine the amount of financial aid,
 - 3) to determine the conditions which will be imposed regarding the financial aid, or
 - 4) to enforce the terms or conditions of the financial aid;
 - d) to eligible parents of a student, as defined in 34 CFR Part 99;
 - e) to appropriate parties in health or safety emergencies;
 - f) to other parties, agencies, and persons as designated by 34 CFR Part 99; and
 - g) directory information may be released from a student's education record without prior written consent of the student or eligible parent under one or more of the conditions described in 34 CFR Part 99.31(a)(1), the college may release directory information to appropriate HIlinois Eastern IECC employees and to other educational agencies which can be determined by Hilinois Eastern IECC to have a legitimate educational interest in such records. HIIInois Eastern IECC to have a legitimate educational interest in such records. HIIInois Eastern IECC to have a legitimate educational interest in such records. HIIInois Eastern IECC to have a legitimate educational interest in such records.
- 2. The college will not release any student information to anyone other than the student or eligible parent without the prior signed and dated written consent of the student or eligible parent, as specified in 34 CFR Part 99.30(2), except under one or more of the conditions as described in 34 CFR Part 99.31. The college will maintain a record of disclosures as required by 34 CFR Part 99.32, and a student or eligible parent may inspect and review that record.

E. Correction of Records

The student or eligible parent,—who believes that information contained in the student's education record is inaccurate, misleading, or violates the privacy or other rights of the student, may request amendment of the student's education records under 34 CFR Part 99.20, by applying in writing to the college's Records Office. The college shall decide whether to amend the records of the student in accordance with the request within ten working days from the receipt of the request. If the college decides to refuse to amend the education record of the student in accordance with the request, it shall inform the student or eligible parent of the refusal and advise the student or eligible parent of the right to a hearing. The student or eligible parent has the right to add a statement to the student's record.

F. <u>Dissemination</u>

All employees will be given a copy of this policy. Students and eligible parents will be made aware of this policy through freshman orientation, college catalogs, bulletin boards, and in "handouts" distributed by the college's Records Office. A copy of this policy will be made available on request to any student or eligible parent.

Agenda Item #6E

500.16 Grade Forgiveness Policy

Agenda Item #6E

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.16 Grade Forgiveness Policy

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested that surplus language on calculation of grade point averages be removed.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Grade Forgiveness Policy (500.16)

Date Adopted: February 17, 1998

Revised: June 20, 2017, pending Board approval

Students who have academic records at Illinois Eastern Community Colleges (IECC) at least three years prior to re-entry in a certificate and/or degree program may petition to the academic standards committee to have all F and WF grades **forgiven** for the purpose of calculating their cumulative grade point average. in their currently designated program. The three-year rule period may be waived at the discretion of the Academic Standards Committee based on documented extenuating circumstances. All previous credit successfully earned will be carried forward in computing the new cumulative grade point average. for the current certificate or degree All credits and grades, including F and WF grades, previously attempted will continue to appear on students' permanent academic records.

The grades of F and WF earned prior to re-entry will be forgiven when computing the cumulative grade point average for graduation from the certificate and/or degree program. Students must achieve a minimum 2.0 CGPA to graduate.

Students must check with the Financial Aid Office to determine eligibility for financial aid.

Approval for the grade forgiveness policy may be granted only one time.

Approval $\frac{\text{will}}{\text{may}}$ be granted by the $\underline{\text{IECC}}$ institution into which the student is admitted for re-entry.

When transferring to another college or university, students may be held accountable by the receiving institution for <u>all</u> attempts and grades associated with courses taken at IECC.

NOTE: <u>Effective Summer semester of FY 1999</u>, <u>colleges will no longer award WP or WF</u> grades.

Agenda Item #6F

500.19 Technical Degree/Certificate Educational Guarantee

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.19 Technical Degree/Certificate Educational Guarantee

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested a revision to the District's Educational Guarantee to include waiver of not only tuition and lab fees but also waiver to include activity, maintenance, and facilities fees which have been added since the Guarantee was written.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Technical Degree/Certificate Educational Guarantee (500.19)

Date Adopted: April 19, 1994

Revised: 4/17/07

Revised: June 20, 2017, pending Board approval

Illinois Eastern Community Colleges, hereinafter referred to as "IECC," as an expression of confidence in the faculty and staff and as a commitment to its students, shall guarantee to the public the educational effectiveness of its technical programs of instruction.

IECC shall guarantee that students graduating with an Associate of Applied Science Degree or Certificate, or upon completion of all program requirements of an occupational program, be guaranteed competency in the technical skills represented in the degree program. Should the student be unable to demonstrate the basic skills expected to his/her employer, the student will be offered additional IECC training, not to exceed fifteen (15) credit hours, subject to the following criteria:

- 1. <u>*The</u> application for additional training at no cost to the student must be submitted within one (1) calendar year of graduation or completion of program requirements for an Associate in Applied Science Degree or Certificate from IECC;
- 2. <u>tThe</u> course must have been completed with a grade of "C" or better and the student must have graduated or completed all program requirements within three (3) years of initial program enrollment at IECC;
- 3. <u>*The</u> student must be employed full-time in a job directly related to his/her program of study within one (1) year of graduation or completion of all program requirements from the approved program at IECC;
- 4. <u>tThe</u> employer must verify in writing within ninety (90) days of the graduate's initial employment that the graduate lacks competency in specific technical skills, as represented in the degree program;
- 5. <u>sSpecific</u> competencies must be identified and verified by the employer in written documentation submitted to IECC;
- 6. <u>*The</u> retraining shall be limited to courses regularly offered by IECC and completed within one (1) calendar year;
- 7. <u>aA</u> written retraining plan must be developed by the employer, the graduate and the appropriate IECC Dean specifying the courses needed and all other costs that might be associated with taking the course;
- 8. <u>*The Board of Trustees will waive tuition, and lab, activity, maintenance, and facilities fees</u> for those courses identified in the retraining plan, but the student shall be responsible for all other costs that might be associated with taking the course(s); and,

9. <u>iIn</u> the case of licensure, the student must attempt to pass the licensure exam at least two (2) times within fourteen (14) months of graduation and submit documentation from the licensing entity of the unsuccessful attempts at passing the licensure exam. This guarantee entitles the student to a maximum of fifteen (15) semester hours of IECC instruction regardless of the number of times the test is taken or failed. However, no guarantee is made that the student will meet other educational licensure requirements.

Furthermore, the sole recourse available to participants enrolled pursuant to this guarantee shall be limited to fifteen (15) credit hours of additional IECC training, with no recourse for damages, court costs, or any associated costs of any kind or right to appeal beyond those specified by Illinois Eastern Community Colleges. This guarantee is given in lieu of any other guarantee expressed or implied.

Agenda Item #6G 500.21 Student Military Policy

Agenda Item #6G

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.21 Student Military Policy

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested a revision that clarifies that a student returning following active military service shall have a priority in enrolling or reenrolling in classes.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

STUDENT - 500

Student Military Policy (500.21)

Date Adopted: October 16, 2001 Revised: October 18, 2005 Revised: December 8, 2015

Revised: June 20, 2017 pending Board approval

Any <u>Illinois Eastern Community Colleges (IECC)</u> student in the military service, or a student who enlists in the military service (Army of the United States, United States Navy, the Marine Corps, the Air Force, the Coast Guard, and members of the State Militia), or a student who is a member of the National Guard or Reserves and has been ordered to active duty, and is unable to attend class for 7 or more days, shall receive a full refund of required tuition, fees, and other institutional charges. Withdrawal from courses shall not impact final grade point average or re-enrollment options. Students unable to process their enrollment for the upcoming term due to military service will have all late penalties or fees set aside. Any IECC student that is called to active military service shall be allowed to complete any unfinished courses at a later date at no additional charge, unless course credit has already been given or the student received a full refund upon withdrawing (in which case the student's record shall reflect that the withdrawal is due to active military service). The student must be given priority over other students in who are reenrolling in the course or courses. To the extent that other policies conflict with section, this section shall supersede and be controlling of dealing with student enrollment in courses or programs.

Any IECC student who is Title IV eligible and withdraws because of being called to active duty, or has been otherwise impacted by the military mobilization, will not be required to repay an overpayment of grant funds based on the Return of Title IV Funds calculation. IECC must perform the Return of Title IV Funds calculations that are required by the statute and regulations and will return funds to one or more of the Title IV programs as calculated by the Return of Title IV Funds calculation.

As pursuant to the Federal Veterans Access, Choice and Accountability Act, all eligible veterans and their eligible dependents will be offered in-state tuition at public colleges and universities. Therefore, IECC will offer any veteran using federal veterans benefits in-district or out-of-district tuition rates.

Agenda Item #6H

500.25 Academic Integrity Policy

Agenda Item #6H

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.25 Academic Integrity Policy

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested a revision that places existing language at the correct place in the policy.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Academic Integrity Policy (500.25)

Date Adopted: November 20, 2012

Revised: June 20, 2017 pending Board approval

Illinois Eastern Community Colleges <u>IECC</u>) is committed to Academic Integrity and believes in responsibility, honor/truth honor, truth, fairness, respect/self-respect respect, self-respect, and compassion, free from fraud or deception. This implies that students are expected to be responsible for their own work, and that faculty and academic support service staff members will take reasonable precaution to prevent the opportunity for academic dishonesty.

Each instructor and academic support service area is authorized to establish specific guidelines consistent with this policy.

Violations

The District recognizes the following general categories of violations of academic integrity, with representative examples of each. Academic Integrity is violated whenever a student:

- A. Uses or obtains unauthorized assistance in any academic work.
 - Copying from another student's exam.
 - Using notes, books, electronic devices or other aids of any kind during an exam when prohibited.
 - Stealing an exam or possessing a stolen copy of an exam.
- B. Gives fraudulent assistance to another student.
 - Completing graded academic activity or taking an exam for someone else.
 - Giving answers to, or sharing answers with, another student before, during, or after an exam or other graded academic activity.
 - Sharing answers during an exam by using a system of signals.
- C. Knowingly represents the work of others as his/her own, or represents previously completed academic work as current.
 - Submitting a paper or other academic work for credit which that includes words, ideas, data or creative work of others without acknowledging the source.
 - Using another author's words without enclosing them in quotation marks, without paraphrasing them, or without citing the source.
 - Submitting the same paper or academic assignment to another class without the permission of the instructor.
- D. Fabricates data in support of an academic assignment.
 - Falsifying bibliographic entries.
 - Submitting any academic assignment which that contains falsified or fabricated data or results.

- E. Inappropriately or unethically uses technological means to gain academic advantage.
 - Inappropriately or unethically acquiring material via the Internet or by any other means.
 - Using any electronic or hidden devices for communication during an exam.

Each instructor and academic support service area is authorized to establish specific guidelines consistent with this policy.

Consequences for Violations of Academic Integrity

The following is a non-inclusive summary of consequences that may result from a student who violates this policy.

- A failing grade for the assignment in question.
- A failing grade for the course.
- An immediate suspension from the class for one or more class sessions.
- Administrative withdrawal from the course in question.
- Administrative withdrawal from the student's major or related majors as determined by the Dean of Instruction.
- Suspension or academic dismissal from IECC.

Appeals

The student has a right to appeal the decision of the instructor or the Dean <u>of Instruction</u>. The complaint process is listed in the IECC district catalog and in the Policy and Procedures manual under 100.16.

Agenda Item #6I

500.26 Policy for Credit Equivalency by Licensure or Certification

Agenda Item #6I

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.26 Policy for Credit Equivalency by Licensure or

Certification

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested a revision that clarifies that an industry recognized license or certificate could be granted college credit following an evaluative process.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

STUDENT – 500

Policy for Credit Equivalency by Licensure or Certification (500.26)

Date Adopted: December 11, 2012

Revised: June 20, 2017, pending Board approval

College credit may be granted for specific professional certificates and federal and state licensures or certificates an industry recognized license or certification as determined by an evaluative process administered by the Dean of the College Instruction.

Agenda Item #6J

500.27 Policy for Substance Abuse Testing for Athletes

Agenda Item #6J

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.27 Policy for Substance Abuse Testing for Athletes

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested a revision that removes the Dean of Student Services on the appeals committee and replaces that office with the Assistant Dean of Student Services.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Policy for Substance Abuse Testing for Athletes (500.27)

Date Adopted: July 16, 2014 Revised: March 21, 2017

Revised: June 20, 2017 (pending Cabinet and Board approval)

Purpose

Illinois Eastern Community College is concerned with the health, safety and welfare of student-athletes who participate in its athletic programs and represent the institutions in athletics. The district believes that drug screening is appropriate and necessary to insure the health and safety of our student-athletes. Further, the athletics department recognizes its responsibility to provide educational programming which educates student-athletes on the physiological, physical, and psychological dangers inherent in the misuse of drugs and alcohol; informs student-athletes of local, state, and federal laws concerning the use and possession of alcohol and drugs. This comprehensive program which includes educational, screening, and rehabilitative components will facilitate informed, intelligent decision-making among student athletes.

Goals

- 1. Educate individuals on the dangers of substance abuse and use.
- 2. Deterrence of substance abuse and use.
- 3. Develop consistent sanctions should a student-athlete test positive.
- 4. Promote the positive role student-athletes have in our communities.
- 5. Encourage student-athletes to make informed, intelligent decisions on the use of substances.

Types of Testing

- 1. Random 20% of each athletic team will be subjected to random drug testing at some point during the calendar athletic year. No less than 2 and no more than 7 student-athletes from any team will be subject to testing, as it is understood that each team possesses a different number of student-athletes.
 - Each Athletic Director will submit a roster for each sport on their respective campus to the Compliance Coordinator at the conclusion of the 10-day enrollment period of every fall semester. The Compliance Coordinator will then determine how many student-athletes will be tested from each sport on each campus.
 - Any roster changes throughout the year shall be reported to the Compliance Coordinator.

- There will be several random test dates throughout the calendar athletic year, spread between the beginning of September and the end of April. The dates will be determined by the Compliance Coordinator. The Athletic Directors will be notified approximately 2-3 days in advance on the testing date, number of student-athletes to be tested, and from which sports the names should be pulled from. Athletic Directors will be in charge of coordinating the name drawing and test administration by an approved testing site.
- Names of the student-athletes and test results shall be submitted to the Compliance Coordinator upon test completion.
- Each name on the roster must be a part of the random drawing every time there is a drawing. Conceivably, the same name could be picked from an athletic team on every testing date.
- Testing will be done at Wabash General Hospital (WGH), Wabash Valley Occupational Health and Acute Care Robinson, IL, <u>Carle Richland Memorial Hospital (RMH)</u>, and Fairfield Memorial Hospital (FMH). A Coach or Athletic Director will accompany the student athletes to the appropriate testing facility. Each facility will follow its established testing protocol for sample retrieval and maintain chain of custody according to its policy and procedures.
- 2. Reasonable Cause Student-athlete that has tested positive in a previous test; Student-athlete will incur the cost of the test.
- 3. Failure to appear results in a positive test.
- 4. Re-entry testing student-athlete will need to provide a negative sample to be released from administrative sanctions. This will be a random sample that will be provided upon request.

Positive Test Results

First Positive Test

- 1. Student-athlete will meet with Athletic Director, Coach, President of College (or designee). The student-athlete may request to have a person of their choosing present at the meeting.
- 2. The student-athlete will be required to inform his/her parents of his positive test in the presence of the Athletic Director & Coach.
- 3. The student-athlete will be referred to the campus Threat Assessment and Behavior Intervention Team (TABIT).
 - a. The student-athlete will be required to sign a release of information so the athletic department can monitor their progress with the members of TABIT.
 - b. The TABIT will determine the number of sessions the student-athlete needs to attend.

- 4. Complete 20 hours of community service. The community service must be completed before any reinstatement to the team is complete. The hours should be documented by the Athletic Director and the Coach.
- 5. The student-athlete will be subject to unlimited follow-up testing. This testing will be done at the student-athlete's expense. Failure to submit to the follow-up test will result in an indefinite suspension from the team and forfeiture of the athletic scholarship. The student may continue their educational pursuit at the institution but at **their own expense**.

Second Positive Test

- 1. Student-athlete will meet with Athletic Director, Coach, President of College (or designee). The student-athlete may request to have a person of their choosing present at the meeting.
- 2. The student-athlete will be required to inform his/her parents of his positive test in the presence of the Athletic Director & Coach.
- 3. Upon a second positive test the student-athlete will be suspended from the team for 25% of the scheduled games including post-season play. These games will be served consecutively and will be the games immediately following notification of a positive test. If there are not enough games the suspension will carry over to the next season for returning athletes.
- 4. If the suspension happens during the season, the suspension will be noted to those who ask as a "violation of team rules".
- 5. The student-athlete will be referred to TABIT for evaluation. This evaluation will be at the student athlete's expense.
 - a. The student-athlete will be required to sign a release of information so the athletic department can monitor their progress in counseling.
 - b. The TABIT will determine the number of sessions the student-athlete needs to attend. If the TABIT determines counseling is needed, the counseling will be at the expense of the student-athlete.
- 6. Return to the team will be when TABIT/counseling center determines student-athlete is fit to return & a negative sample is submitted by the student-athlete.
- 7. Complete 40 hours of community service. The community service must be completed before any reinstatement to the team is complete. The hours should be documented by the Athletic Director and the Coach.
- 8. The student-athlete will be subject to unlimited follow-up testing. This testing will be done at the student-athlete's expense. Failure to submit to the follow-up test will result in an indefinite suspension from the team and forfeiture of the athletic scholarship. The student may continue their educational pursuit at the institution but at **their own expense**.

Third Positive Test

- 1. A third positive test the student-athlete will be suspended from the team indefinitely.
- 2. The student-athlete will surrender their athletic aid.

3. The student-athlete will be able to complete their education, but at THEIR OWN EXPENSE.

Self-Referral Program

- 1. A student-athlete may refer himself/herself for evaluation or counseling by contacting their Head Coach, an athletic training staff member, or the Athletic Director.
 - a. A student-athlete may not initiate self-referral after he/she has been informed of their participation in an impending test.
 - b. Student-athlete cannot enter the self-referral program at any time after a positive test. This includes the entire time of athletic eligibility at an IECC institution.
 - c. A treatment plan will be determined and put in place for the student-athlete upon self-referral by the TABIT. The student-athlete will be tested randomly while in the self-referral program. The subsequent random tests will be the sole responsibility of the student-athlete.
 - d. A student-athlete testing positive on the initial test after entering this program will not be subject to applicable sanctions. However, a positive test in subsequent tests or failure to adhere to the treatment program will result in sanctions applicable for a 2nd positive test.

Appeal Process

A student-athlete who tests positive for a banned substance may, within 72 hours of being notified of the positive laboratory finding, contest the finding of the positive results. Any student-athlete requesting an appeal of the positive results is entitled to a hearing by the appeals committee. The request for appeal must be received in writing by the Athletic Director within 48 hours of notification of a positive test finding. The appeals committee will consist of the following:

- Athletic Director
- Dean of Student Services/Assistant Dean of Student Services
- Faculty member
- President or designee
- Head Coach

The student-athlete may have a representative of his/her choosing present at the appeals hearing. However, the student-athlete must present his/her own case. The meeting should take place within 72 hours after the written request is received. Sanctions resulting from the positive test will not apply until the appeals process is finalized. The decision is final based on a majority vote of the above mentioned members of the committee. The sanctions for a positive test will be completed and the results of the decision are not subject to further appeal.

Medical Exception

IECC recognizes that some substances are used for legitimate medical purposes. IECC will allow for exemptions for those student-athletes with a documented medical history demonstrating a need for regular use of a substance. The student-athlete is required to inform the Athletic Director and trainer of **all medications** he/she is taking prior to being tested. Additionally, a **note from the student-athlete's prescribing physician** will be kept in the student-athletes file. In the event a student-athlete tests positive, the Athletic Director and trainer in consultation with the testing center will review that student-athlete's medical record to determine if a medical exception should be granted.

Agenda Item #6K 500.28 Hazing Policy

Agenda Item #6K

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.28 Hazing Policy

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested a revision to change Dean of the College to read Dean of Instruction.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Hazing Policy (500.28)

Date Adopted: October 21, 2014

Revised: June 20, 2017, pending Board approval

Illinois Eastern Community Colleges (IECC) policy promotes healthy, safe and balanced lifestyles within the college community. Individual students, student organizations and athletic teams play a vital role in this process, and provide transformative opportunities for friendship, leadership, and personal growth and discovery. Hazing of any kind is contrary to this policy and therefore, IECC expressly prohibits hazing activities, whether by an individual or an organization.

Definition

For the purposes of this policy, hazing is defined as any act committed by a person, whether individually or in concert with others, against a student in connection with pledging, being initiated into, affiliating with, holding office in, participating in, or maintaining membership in any organization or team affiliated with any IECC college; and which is intended to have the effect of, or should reasonably be expected to have the effect of, humiliating, intimidating or demeaning the student or endangering the mental or physical health of the student. Hazing also includes soliciting, directing, aiding, or otherwise **participating actively or passively** in the above acts.

Consent

Because of the socially coercive nature of hazing, implied or expressed consent by anyone to hazing is not a defense under this policy.

Examples

District policy prohibits many activities that have traditionally been associated with hazing, such as alcohol use and abuse, vandalism, theft, verbal or physical abuse or threat of harm, sexual harassment, and other forms of harassment. In addition to those activities and conduct expressly prohibited elsewhere, examples of prohibited individual/group activities that may constitute hazing include but are not limited to:

- Encouraging the use of alcohol or illegal drugs;
- Shaving, tattooing, piercing or branding;
- Engaging in, or simulating sexual acts;
- Threatening or causing physical restraint;
- Nudity:
- Throwing substances or objects at individuals;
- Assigning unreasonable chores or acts of servitude;
- Forcing or coercing consumption or use of any substance;
- Causing excessive exercise, sleep deprivation or excessive fatigue;
- Interfering with adequate time for study; or

• Requiring the wearing of apparel or acting in a way that is conspicuous and not within community norms.

Additionally, "passive participation" in hazing is expressly prohibited, and may include:

- Witnessing hazing taking place as a group member, affiliate, or guest; or
- Participating in or being present in person or via technology in discussions where hazing is being planned

Hazing activities do not need to involve alcohol to be in violation of district policy.

Accountability

Hazing activity occurring on or off any IECC college campus may lead to disciplinary proceedings against individuals. Hazing may also lead to the probation, suspension, or termination of a student organization or athletic team. Culpability for any violations of this policy may be attributed to the active and/or passive participants, the student group and/or its members, and elected or appointed officers.

The student leaders of all registered student organizations and athletics programs will be required to acknowledge annually that they will comply with the terms of the IECC Hazing Policy.

Policy Violation Review Process

1. Authority

The President of the college monitors the implementation of this policy. Any questions concerning the interpretation or application of this policy should be referred to the President of the college for resolution.

2. Reporting

Any activity believed to be hazing should be reported to the Assistant Dean of Student Services, Director of Athletics, Dean of the college <u>Instruction</u>, or the President of the college.

3. Process

When an allegation of hazing is made, the President of the college will turn the matter over to the Committee for Student Discipline. After a thorough investigation, the Committee for Student Discipline will report their findings to the President of the college in a written report. The President of the college will review the investigation in conjunction with the District's Violence Prevention Plan. Pending the outcome of the investigation, the President of the college may suspend the activities of a student organization, athletic team, or individual members thereof.

a. Student Organizations and Athletics Teams

Student organizations or athletic teams that have allegedly violated District policy will have an opportunity to provide a responsive statement to the committee for student discipline. In cases where there is significant evidence that District policy has been violated, the President of the college will levy sanctions against the student organization or team up to and including, but not

limited to, permanent or temporary suspension of recognition and activities, denial of use of college facilities, expulsion from the college, or other similar sanctions.

b. Individuals

The President of the college will refer hazing allegations concerning individual students to the Committee for Student Discipline and the student/students will be subject to IECC's policy on student conduct.

Referral to Law Enforcement

The college will report allegations of hazing to law enforcement authorities when, in the judgment of the President of the college, the nature of the allegations suggests that the hazing activity, if it occurred or is occurring, presents a risk of serious harm to students or other persons, or involves a potential violation of law.

Appeal Process

Within five (5) business days of receipt of the response from the President, the complainant(s) may file an appeal with the IECC Chief Executive Officer (CEO). The CEO will provide a written response to the appeal as soon as administratively possible, but no later than 30 business days after receipt of the appeal, the decision of the CEO shall be deemed final.

Regardless of the outcome of a review for violations of the hazing policy, incidents may be reviewed by the IECC Chief Executive Officer to determine if violations of District policy have occurred.

Agenda Item #6L

500.30 Withdrawal Policy

Agenda Item #6L

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Revisions to Policy 500.30 Withdrawal Policy

As suggested by the HLC Peer Review Team, the District continues to formally review the Policy manual. The Student Services Departments and Chief Academic Officer have carefully reviewed the Student 500 section of the policy manual and have suggested revisions to clarify that if a student withdraws either during or after the refund period, the W becomes part of the student's academic record; and that an administrative withdrawal may occur if such withdrawal is deemed to be in the best academic interest of the student; or if a faculty member withdraws a student due to plagiarism, cheating, non-attendance or other gross infractions.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Withdrawal Policy (Policy 500.30)

Date Adopted: January 19, 2016

Revised: June 20, 2017, pending Board approval.

This policy will be effective beginning became effective the Fall 2016 semester.

Students may add, drop, or withdraw from courses during specifically set forth days as established by <u>Illinois Eastern Community Colleges (IECC)</u> and published in the official academic calendar, the college catalog, and in the procedures manual.

Refund Period

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

Academic Record

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

Student Initiated Drop or Withdrawal

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

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

Administrative Withdrawal

Prior to an administrative withdrawal, the instructor should submit a Progress Report to allow the Retention Coordinator or aAcademic aAdvisor to contact the student. If there is no resolution, i.e. a student-initiated withdrawal, an instructor may recommend an administrative withdrawal after mid-term if for a student, <a href="who ceases to attend or whose pattern of absences causes the faculty member to seriously question the intent of the student to further pursue the course. if such withdrawal is deemed to be in the best academic interest of the student. The administrative withdrawal must be approved by the Dean of Instruction. The Student Services/Student Records

Office will notify the student and <u>Coordinator of</u> Financial Aid Director of the student's administrative withdrawal.

Faculty may request to withdraw a student from their courses with a failing grade due to plagiarism, cheating, or other gross infractions as stated in the attendance and academic integrity policy and statements on the course syllabi <u>uUpon</u> review and approval by the Dean of Instruction, faculty may request to withdraw a student from their course with a failing grade due to plagiarism, cheating, non-attendance, or other gross infractions as outlined in the Academic Integrity Policy (500.25) and/or described in the course syllabi.

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

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

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

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Emergency Response Plans 2017

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE June 20, 2017

RE: Emergency Response Plans 2017

Pursuant to the Campus Security Enhancement Act of 2008, each of the four IECC colleges annually review and update their Campus Emergency Plans to provide an organized plan to facilitate the safety of their students, faculty and staff. The plans outline each of the college's procedures for managing major emergencies and incidents that may threaten the health, safety and welfare of the campus community or disrupt its programs and activities.

The Emergency Response Plan for 2017 are compliant with both the Illinois Emergency Management Agency Act and the National Incident Management System (NIMS). The Emergency Response Plans are used as a guideline in conjunction with IECC policies, the Violence Prevention Plan, and established emergency procedures. Procedures for specific campus emergency scenarios have been developed for each college and are available on the IECC webpage at www.iecc.edu/emergency giving students, staff, faculty, and others easy access to safety guidelines in the event of an emergency.

Additionally, colleges must test their emergency response and evaluation procedures annually. The colleges have completed or scheduled the following drills in 2017-18 to meet this requirement.

FCC	Active Shooter Drill Fire Alarm Drill	4/28/17 5/2/17
LTC	Gas Leak Drill Active Shooter Drill Earthquake Drill	9/1/17 8/10/17 10/19/17
OCC	Active Shooter Drill Fall Workshop Emergency Plan Review	1/4/17 8/10/17
WVC	Fire Drill Earthquake Drill	5/30/17 10/19/17

The Emergency Response Plans were sent by email to the Board. I recommend the Board's acceptance of each of the Emergency Response Plans.

TLB/rs

Agenda Item #8B

Violence Prevention Plan

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE June 20, 2017

RE: Violence Prevention Plan

In accordance with the Campus Security Enhancement Act of 2008, Illinois Eastern Community Colleges maintains a Violence Prevention Plan outlining the multi-disciplinary and multi-jurisdictional violence prevention strategies, including the utilization of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each college and the District Office.

Illinois Eastern Community Colleges is committed to ensuring the safety and security of its students, faculty, staff and visitors. The Violence Prevention Plan continues to provide guidelines which specifically address IECC's position on the prevention, reduction, and management of violence and addresses institutional responsibilities in the areas of educational awareness programs, reporting, and investigative guidelines.

The IECC Board of Trustees recognizes the importance of a college environment which is safe and free of crime. As outlined in the District's Campus Safety and Security Policy (500.17), Illinois Eastern Community Colleges prohibits any form of violence and appropriate disciplinary action will be enforced. Illinois Eastern continues to monitor and cooperate with law enforcement agencies in an effort to keep students and employees apprised of reported crimes and arrests of students and employees which occur in the community that may impact the safety of students and employees.

The focus of the Violence Prevention Plan is prevention. The Cabinet will continue to oversee and implement the Violence Prevention Plan. In the event that a violent act (assault, battery, weapons in the building, disturbances) is in the process of being committed, the colleges' Campus Emergency Plans provide a protocol for response. The Violence Prevention Plan has been updated to reflect current contact information and TABIT team members.

The updated plan has been sent electronically to the Board and will be available to all IECC employees on the Intranet.

I recommend the Board's acceptance of the updated IECC Violence Prevention Plan.

TLB/rs

Agenda Item #8C

Route 130 Greenhouse (Seals) Property Easement

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Route 130 Greenhouse (Seals) Property Easement

The District administration continues to work with the owners of the Greenhouse property (Eric and Karen Seals) on Route 130 adjacent to Olney Central College.

The Board did not wish to grant a 50 foot easement on all 3 sides of the property adjacent to District property, and all on District property.

Following further discussions, the owners have prepared a document dealing with 4 separate issues, which will be available before the Board meeting.

- 1. Approval of two construction easements. One 50 foot wide easement along the northern property line of the Seals property and a second 50 foot wide easement along the western property line. The beginning and end dates of these construction easements have not yet been determined.
- 2. An agreement to realign an existing waterway along the south border of the Seals property. Under this agreement, the District will agree to realign the south waterway and locate the bottom of the waterway 14 feet south onto District property.
- 3. To solve the problem of water that will go to the north waterway, the construction easement will allow the construction of a new water retention pond. This new retention pond will be beneficial to the District in that it will slow down water going to the north waterway which currently floods a portion of OCC's existing parking lot. In addition, several berms will be built on District property which will direct water into the new retention pond.
- 4. The agreement will include a water discharge agreement or water retention agreement which will include the use of the existing district pond for water retention. Currently, the normal water elevation of the District's pond is 439.60 feet above mean sea level. (MSL) During a 100 year rain, the water elevation under existing conditions would become 442.00 MSL. Under the proposed realignment, and a 100 year rain, the pond level would rise to 442.40 or 4/10's of a foot or 4.8 inches. It is that 4.8 inches that the District would agree to accept and retain. In exchange for the usage of that increased pond elevation, there would need to be three changes to the pond. A. The existing 13 inch casing would have to be reduced to 10 inches with a V-notch weir, B. The existing 24 inch casing would have to be reduced to a 21 inch

casing. C. The existing emergency spillway would have to be raised 0.2 foot from the existing elevation of 441.5 MSL to a level of 441.7 MSL.

The agreement will also include language that states that all costs of realignment of the existing waterway, construction of any water retention structures and required berms, and any required enhancements or improvements to meet water retention requirements utilizing the existing District pond shall be done without expense to the District.

Although not under consideration for this Board of Trustees meeting, in the future there will be an easement across District property to allow the construction of an underground sewage pipe from the Seals property to the existing sewage lift station located at the Olney City Park.

I recommend approval of this document.

TLB/rs

Agenda Item #8D

Radiography Program Enrichment Fee

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Radiography Program Enrichment Fee Change

Associate Dean of Allied Health Theresa Marcotte and Radiography faculty have been working on a change in the starting semester for newly enrolled students in the Radiography program. New students are starting in the fall semester instead of the traditional early summer start that has been utilized in the past. This change was instituted to help meet changing curriculum standards for the Joint Review Committee on Education in Radiologic Technology (JRCERT) and to meet program objectives. The change will also help newly graduated high school seniors enroll in the program who had difficulties enrolling due to the early summer start of Radiography courses. Overall program hours have not been reduced, the hours have been redistributed across the other semesters.

Students in the program currently are charged an Enrichment Fee that is used to provide professional development opportunities for students such as registration fees for professional conference attendance. Professional development is important in the ever-changing field of healthcare and also meets student learning outcomes 7, 8, and 9 for accreditation standards for the Radiography program.

Radiography students currently pay a \$60 Enrichment fee for six semesters of enrollment. Due to the change in the starting semester, we propose to change the Enrichment Fee for newly enrolled Radiography students for Fall 2017 to \$70 for five semesters of enrollment. This change will continue to meet the needs of the program and the need for professional development of students.

I ask the Board's acceptance of the change to the Radiography Program Enrichment Fee.

TLB/rs

Agenda Item #8E

Lease Agreements

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Lease Agreements

The following leases are submitted for Board consideration and action as requested on each individual lease.

- 1. IECC and Prairie State Generating Company lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days' notice of either party. No monthly rental charge is paid.
- 2. IECC/WVC Foundation Lease lease for building located at 310-314 West Third Street, Mt. Carmel, IL for Advanced Manufacturing Training. Lease began on July 25, 2009 and was amended by Board action on January 17, 2012 to extend the lease to March 1, 2022. The monthly rental is \$1,401.75 and remains constant throughout the term of the lease.
- 3. IECC/WED Girard Facility Lease lease of facility for Workforce Education Staff and classroom space at 170 West Center Street, Girard, IL. Lease commenced on January 1, 2007 at \$700 per month. On January 1, 2009 lease increased to current \$850 per month. Notice has been given and the lease will terminate June 30, 2017. No Board of Trustees Action is Required.
- 4. IECC/LTC and City of Robinson Intergovernmental Agreement between IECC/LTC and the City of Robinson, as amended by Board action on February 21, 2012, for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street until July 1, 2021.
- 5. IECC/WVC Foundation Lease Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. The lease expires June 30, 2020.
- 6. IECC/WVC WVJC Radio Tower Lease of Property The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976 to September 30, 2006. The current owner has agreed to extend the lease from July 1, 2013 for thirty years to June 30, 2043 at a cost of \$30.00 for the thirty year period.

- 7. IECC/OCC Oil Derrick Lease of Property The District leases a 47 square foot piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009 for twenty years to August 17, 2029.
- 8. IECC/C.E.F.S. Economic Opportunity Corporation WIA This Lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The Lease period July 1, 2017 through June 30, 2018, at the current monthly rent of \$125.00. **Board of Trustees Action Required.**
- 9. IECC/FCC Foundation Lease The Frontier Community College Foundation purchased a facility commonly known as Fitness Center/Theatre for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Theatre. The Foundation has agreed to extend the lease to June 30, 2018 under the current lease agreement. **Board of Trustees Action Required.**
- 10. IECC/North American Lighting Lease The lease began October 17, 2016 and is for 1500 square feet of training space at the West Richland Center. Lease term from October 17, 2016 through June 30, 2018 at a total cost of \$3,000. Lease payment will be in installments of \$150.00 monthly.

TLB/rs

Attachments

FACILITIES LICENSE AGREEMENT

THIS FACILITIES LICENSE AGREEMENT ("License") is made this _____ day of November 2009, by and between Prairie State Generating Company, LLC, a Delaware limited liability company, ("Licensor") and Illinois Eastern Community College an educational institution chartered by the State of Illinois ("Licensee").

WITNESSETH:

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the Licensor and Licensee agree as follows:

- 1. **Use of the Premises**. Subject to the terms and conditions contained herein, Licensor does hereby grant to Licensee a license to use the following described property (the "Premises"): the "mining portion" (as identified by Licensor) of the Licensor's training center located at 8955 County Highway 12, Venedy, IL 62214, including the parking facilities adjacent thereto.
- 2. **Term of License**. The term of this License shall continue from month to month until terminated as hereinafter provided. Either party may at any time terminate this License without penalty, upon 30 days advance written notice to the other party.
- 3. **Consideration.** In consideration of the use of the Premises, Licensee agrees to abide and cause its invitees and guests to abide by all safety rules, rules of conduct, parking and traffic rules, as well as any rules, codes, and standards of conduct of Licensee and to comply with all federal state and local laws.
- 4. **Insurance.** Licensee shall provide:
- (a) Comprehensive commercial general liability and public liability insurance including premises liability with minimum limits of \$2,000,000 per occurrence for bodily injury, and \$2,000,000 per occurrence for property damage.
- (b) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis. Workers compensation coverage in the amounts and with limits as required by applicable law.
- (c) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- (d) All policies shall name Licensor as an additional insured on a primary, non-contributory basis.
- 5. **Condition of the Premises.** Licensee acknowledges that the Premises are leased "as is", "where is" and Licensor shall have no obligations or liability with respect to the condition of the Premises

- 6. **Indemnity.** Licensee shall indemnify Licensor against and hold, it and its parent company and Premises Owners, and each of their employees, officers, directors, members, representatives, and agents harmless from any and all loss or liability arising by reason of any use or condition of the Premises of any part thereof by Licensee, its guests, invitees, employees and representatives during the License term.
- 7. **Alterations, Repairs and Maintenance.** Licensor shall, from time to time and at any time and without liability to Licensee, have right to change, repair, or maintain the Premises and Licensee recognizes that such changes, repairs and maintenance may cause interruption to the use of the designated portion of the Premises. Licensor shall use reasonable efforts to minimize the disruption of the planned activities of Licensor. Licensee shall have no right to alter the Premises or add any fixtures without the prior written consent of the Licensor.
- 8. **Premises Owners.** As used herein, Premises Owners shall include the following entities: Indiana Municipal Power Agency, a body corporate and politic and a political subdivision of the State of Indiana, having an office at 11610 North College Avenue, Carmel, Indiana 46032, Missouri Joint Municipal Electric Utility Commission, a body public and corporate of the State of Missouri, having an office at 2407 West Ash, Columbia, Missouri 65203, Northern Illinois Municipal Power Agency, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, having an office at 333 Lincoln Highway, Rochelle, Illinois 62068, Prairie Power, Inc., an Illinois not-for-profit corporation, created and existing under and by the virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, having an office at 2103 South Main Street, Jacksonville, Illinois 62651, Kentucky Municipal Power Agency, a joint public agency established pursuant to the laws of the Commonwealth of Kentucky, having an office at 1500 Broadway, Paducah, Kentucky 42002, Lively Grove Energy Partners, LLC, a Delaware limited liability company, created and existing under and by the virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Illinois, having an office at 701 Market Street, St. Louis, Missouri 63101, AMP 369, LLC, a Delaware limited liability company, created and existing under and by the virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Illinois, having an office at 701 Market Street, St. Louis, Missouri 63101, Illinois Municipal Electric Agency, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, having an office at 3400 Conifer Drive, Springfield, Illinois 62704, Southern Illinois Power Cooperative, an Illinois not-for-profit corporation, created and existing under and by the virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, having an office at 11543 Lake of Egypt Road, Marion, Illinois 62959, and Prairie State Energy Campus Management **Company**, an Indiana not-for profit corporation.

9. Notices and Representatives. All notices, request hereunder shall be in writing and shall be deemed give certified mail, return receipt requested, to the following	en if personally delivered or mailed,
Licensor's Representative:	
Licensee's Representative:	
10. Assignment. License shall have no right to assign	
IT WITNESS WHEREOF, the parties have excand year first above written.	ecuted this License in duplicate, the day
PRAIRIE STATE GENERATING COMPANY, LLC	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
By:	By:
Title:	Title:
Date:	Date:

AMENDMENT TO LEASE AGREEMENT

Wabash Valley College Foundation, Mt. Carmel, Illinois, hereinafter called "Foundation" and Illinois Eastern Community College District #529, 233 East Chestnut Street, Olney, Illinois, hereinafter called "District" entered into a lease for premises located at 310-314 West Third Street, in the City of Mt. Carmel, Wabash County, Illinois on the 25th day of July, 2009.

Under the terms of the lease, the District would occupy the premises from July 25, 2009 to July 25, 2014 and the District, after payment of \$1.00, would become the owner of the premises.

The District was to pay the sum of \$5,091.86 per month on the 25th of each month and the District has made such payments since the inception of the lease.

The Foundation and the District have agreed to amend the existing lease agreement as follows:

The lease period will be from March 1, 2012 to March 1, 2022. The monthly lease payment due shall be \$1,401.75 due on the 25th of each month.

All other terms and conditions of the existing lease shall remain in effect.

The Foundation has taken appropriate action to approve this lease amendment. The Board of Trustees of the District approved this amendment on January 17, 2012.

Wabash Valley College Foundation	Chairman, Board of Trustees Illinois Eastern Community Colleges
Date	Date

LEASE AGREEMENT

THIS LEASE made the	th day of July 2009, by and between Wabash Valley College
Foundation of	, Mt. Carmel, Illinois, hereinafter called "Foundation", and
Illinois Eastern Community Colle	ge District #529, 233 East Chestnut Street, Olney, Illinois 62450,
hereinafter called "District".	

WITNESSETH: That the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Foundation hereby leases to District premises City of Mt. Carmel, Illinois having following legal description, to wit:

310-314 West Third Street in the City of Mt. Carmel, Wabash County, Illinois

to be used by District as an instructional area primarily for teaching and other activities that are required for the successful operation of instructional programs for a term commencing July 25, 2009 and terminating July 25, 2014. The final payment, due July 25, 2014, shall be adjusted to reflect actual payment activity during the course of the contract. No penalty will be charged for prepayments. District is hereby given the option of purchasing the above referenced premises for an additional one dollar (\$1.00) to be paid with the final payment. The rental of \$5,091.86 per month will be payable on the 25th day of each month from July 25, 2009 to July 25, 2014.

District shall have the option to extend the lease for additional years. The rental from this extension will be agreed upon at the time of the extension.

- 2. District hereby takes the lease to the said premises and agrees to pay the rent Provided.
- 3. District covenants with Foundation that at the expiration of the term of this lease, or renewal hereof, District will yield up the premises to Foundation without further notice in as good condition as when same were entered upon by District, reasonable wear and tear and damage by fire and inevitable accident excepted.
- 4. District will arrange for and pay for all deposits and use for utility services for all utilities to be used on the premises, including but not limited to, water, sewer, natural gas, electricity and telephone.

- 5. During the term hereof, or renewal hereof, if any, District will at its expense maintain the exterior or outside and structural portion of the building and the major plumbing. During the term of this lease and any renewal hereof, District will, at is expense maintain in good repair all parts of the premise leased and shall keep all toilets and sink traps unstopped. District will pay for all cleaning and redecoration and will pay for all repairs necessary or desirable as a result of the activities and behavior of the occupants and the Districts invitees.
- 6. The District shall be solely responsible for selecting and installing all fixtures and shall maintain possession of all fixtures and other items installed by District upon the premises (whether or not said additional items are legally classified as fixtures) shall continue to be treated as in the possession of District including the right to remove all of said fixtures and said items so installed by District, upon termination or cancellation of this lease. This shall include, but not be limited to the following fixtures or items installed by the District:
 - A. All plumbing materials and fixtures above the floor;
 - B. All partitions;
 - C. All conduits above the ceiling;
 - D. All electrical fixtures purchased by District;
 - E. The fire alarm system;
 - F. All other appurtenances installed or attached to the premises by District in Order to utilize the premises for its intended use.
- 7. District represents to Foundation that District has examined the physical condition of the demised premises prior to the execution and delivery of this lease and has found it to be satisfactory for all purposes hereof, including intended use, and District accepts the condition of the demised premises in its present condition "As Is". Foundation makes no representation or warranty with respect to the condition of the demised premises or its fitness or availability for any particular use, and Foundation shall not be liable for any latent or patent defect discovered therein.
- 8. Foundation will pay taxes on the premises which fall due during the term of this lease and renewal hereof, if any.

- 9. District agrees that it will not assign this lease or renewal hereof nor will it let or sublet the premises during the term of the lease or renewal hereof, without the prior written consent of Foundation, which will not be unreasonably withheld. District will not make any alterations or additions to the premises without prior written consent of Foundation; District shall in no event have any power, authority or right to incur or create any obligation in respect to the leased premises which shall create or constitute a lien or claim in favor of District or any third parties as against the right, title or interest of Foundation in or to the premises leased, and notice is hereby given to all persons furnishing labor or materials for improvements or construction that any liens therefore shall attach only to the lease hold interest of District hereunder and shall be subject and subordinate to all the rights, title and interest of the Foundation in and to said premises and building.
- 10. Foundation shall have free access to the premises hereby leased for the purpose of examining for appropriate use. However, Foundation agrees that it will not exercise its access to said premises and Foundation will do nothing to violate the confidentiality of the clients of the District.
- 11. District shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein; District shall, in the use and occupancy of the described premises, conform to all laws, orders and regulations of the Federal, State and Local Governments, or any of their respective departments.
- 12. The provisions of this lease shall bind and inure to the benefit of the Foundation and District and their respective heirs, successors, legal representatives and assigns.
- 13. If default shall be made in payment of rent or in any of the covenants and agreements herein contained to be kept by District, it shall be lawful for Foundation to enter into and upon the premises hereby leased, either with or without process of law, and repossess the same and distrain for any rent that may be due thereof, at the election of Foundation; and in order to enforce a forfeiture of nonpayment of rent, it shall not be necessary to make demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day the same day or at any time on any subsequent day, shall be sufficient; and

after such default Foundation shall be able to pursue a remedy of forcible entry and detainer entry of the premises under statute and shall further have all rights and remedies and provided by law and under this contract. In the event Foundation is required to employ an attorney to enforce its rights under this contract, it shall be entitled to receive from District his attorney fees and cost of suit.

Notwithstanding the foregoing, Foundation agrees to give the District 10 days written notice of default in rent and 30 days written notice of default of any other term or condition of this Lease. Except for rent, District shall with reasonable dispatch make efforts to correct said default within the notice period and shall be given additional time if reasonable efforts are being made to cure such default.

14. If damage by fire or other casualty to the building on demised premises is so extensive as to amount to 50% or more total destruction of said building then District, at its option, may terminate this Lease and rent shall be apportioned and paid to the day of such fire and casualty. In all other cases where the building is damaged by fire or other casualty, Foundation shall repair the damage with reasonable dispatch and rent shall be apportioned until the damage has been repaired. Delays caused by inability to procure materials and/or labor, riots, national emergency, acts of God, or of a public enemy, governmental laws and/or regulations, or other cause beyond Foundation's control shall be considered in determining what constitutes "reasonable dispatch".

District shall surrender the demised premises to Foundation within 5 days after party has given written notice of any termination hereunder to the other, and District shall remove all personnel and personal property from the premises within that time.

15. District agrees that during the term of this lease at their expense, they will carry liability insurance with a company acceptable to Foundation providing for a minimum of \$1,000,000.00 per person \$1,000,000.00 per accident \$500, 000, 00.00 for property for occurrence on the demised premises. District shall also provide and pay fire, wind damage and full coverage property insurance; and name the Foundation as an other insured.

Foundation shall not be liable to the District or any other person for any injury, or damage to personal property to any kind that may be on the demised premises or in the building and improvements herein leased to District. Personal property herein referred to

- shall include, District's fixtures, furniture and equipment, even though the same may be attached or affixed to the building herein leased to District.
- 16. District shall not allow any intoxicating beverages or liquors to be served or used on said premises.
- 17. In case of default in payment of rent under this lease, Foundation may retain so much or all of the personal property that the District may then own situated on the above described real estate as is necessary to satisfy Foundation for all amounts due under this lease including future rentals. District shall not encumber, sell or otherwise dispose of any personal property that may be situated on the above-described premises unless at the time of such encumbrances, sale or disposal, the District is not in default in payment of rent hereunder.
- 18. Foundation covenants that District, on paying the rent and performing all the covenants hereof, shall have and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned and for any renewal hereof in accordance with the terms of this lease.
- 18. Any notices to be given by the parties shall be given to the parties at the address shown on page one of this Lease. Either party may amend the address for giving notice at any time by delivery to the other party in writing a change of address delivered to the last stated address of the party.
- 19. A) If the totality of the premises leased under this Lease is taken by public domain pursuant to the power of eminent domain, this Lease shall terminate as of the date possession is taken by the public authority.
 - B) If less than the totality is taken pursuant to the power of eminent domain and in the opinion of Foundation is not economically feasible to continue this Lease, Foundation may terminate this Lease as of the date possession is taken by the public authority. If Foundation does not elect to terminate this Lease, the Foundation shall make any changes, alterations, or reconstruction necessary to put the demised premises in a commercially proper condition to use for the purposes herein intended.
- 20. A) District shall conduct and cause to be conducted, all operations and activity (except for conduct, operations and activity of Foundation or its agents) at the premises in compliance with, and shall in all other respects applicable to the premises comply with all applicable federal, state and municipal statues, ordinances, regulations, orders, directives

and other requirements of law or common law concerning: (i) The generation, use, handling, treatment, storage, transportation, release, disposal, remediation or presence of any material including solid waste or hazardous substance in on, under, from and connected with operation and activities at the premises; (ii) the emission of air pollutant; (iii) The presence or discharge of any pollutant in, on or under the premises or into surface or ground water; and (iv). Storage tanks and related facilities and connections; (herein collectively called "environmental statutes"). Districts shall obtain and maintain all permits, licenses or approval and shall prepare and make, maintain, and/submit all notifications, registrations, records, reports and other documents as required by environmental statutes in a timely manner. District shall at all times comply with the terms and conditions of such permits, licenses, approvals, notifications and registrations.

- B) District shall provide to Foundation copies of any written notice of violation, summons, order, administrative, civil or criminal complaint which will materially adversely affect District's use of the premises.
- C) District shall not cause or allow the use, generation, handling or storage of hazardous substances or solid waste in, on or under the premises, except; (i) construction materials, asbestos containing materials, polychloride biphenyl and area-formaldehyde, or any other banned or prohibited substance in construction), office equipment, furnishings and supplies, office maintenance materials that are or contain hazardous substance may be used, generated, handled or stored on the premises, provided such is incident to and reasonably necessary for needed construction, operation or maintenance of the premises for the authorized use set forth herein and is in compliance with applicable laws, (ii) if hazardous substances are required pursuant to the conduct of District's business, that it may be used, handled or stored on the premises if such activity is incident to the authorized use of the premises and provided that such are packaged, labeled, stored or used in accordance with applicable laws and (iii) solid waste may be generated and stored temporarily by District on the premises provided such activities are performed in compliance with applicable law. District shall not cause or allow the release of hazardous substances or solid waste in, on or under the said premises except as provided in the previous sentence. Should any release of hazardous substances or solid waste occur at the premises the District shall immediately take all measures necessary to contain, remove and dispose of the premises all materials released

or contaminated by the release and remedy and mitigate all threats to public health or the environment relating to such release all in accordance with Federal and State law and regulations. When conducting any such measures, the District shall comply with environmental requirements.

- 21. The parties acknowledge and agree that this lease is the entire agreement between parties hereto and there are no collateral or oral agreements or understandings. Foundation and District agree that no modification of this agreement shall be binding upon them unless such modification shall be in writing and duly accepted in writing by both parties and approved in writing by the parties.
- 22. Where necessary or appropriate the masculine, feminine or neuter shall be interchangeable, and the singular shall include the plural or vice-versa.

In witness whereof, the parties hereto have executed their signatures.

	Wabash Valley College Foundation	Date
	Board Chairman	Date
	Illinois Eastern Community College District	#529
Attest:		
	Secretary, Board of Trustees	Date
	Illinois Eastern Community College District	#529

I, Harry Hillis, Secretary to the Board of Trustees of Illinois Eastern Community College District #529, attest and affirm that on July 21, 2009 the Board of Trustees of Illinois Eastern Community College District #529 authorized the lease of the property as described above.

Lease Agreement

R & P Fugate Rentals LLC hereinafter "Fugate" hereby leases to Illinois Eastern Community Colleges Coal Mining Technology, hereinafter "College." College hereby leases from Fugate, suite of office space and class room located at 170 West Center Street, Girard, Illinois, for a term of two (2) year(s) commencing on July 1, 2010 for College's use as a professional office suite and class room.

<u>RENT</u>: College hereby agrees to pay rent for the leased premises as follows: Lease to be for one (1) years starting July 1, 2016 to June 30, 2017 at a lease amount of \$850.00 per month.

<u>REPAIRS & MAINTENANCE</u>: Fugate will provide routine maintenance and repairs to the building exterior. College will be responsible for all maintenance within office suite and class room and general maintenance/upkeep of same area.

<u>INSURANCE</u>: College agrees to carry personal injury liability insurance in the amount of not less than \$1,000,000.00 with Fugate as an additional insured, copy of certificate of insurance to be mailed to R & P Fugate Rentals, LLC, within 30 days from 1-1-07.

<u>UTILITIES</u>: Tenant to be responsible for all utilities.

<u>FIRE</u>: In the event of fire, causing damage which substantially interferes with College's use or occupancy of the premises, College shall have no liability for rent during reconstruction and only pro-rated liability during repair. Fugate shall have no obligation to repair, rebuild or furnish alternate quarters. Should Fugate repair or rebuild, College shall have first refusal rights to lease said offices at the same rent in effect at the time of the loss for the balance of the term. Fugate will make every good faith effort to continue to provide offices for College, but shall not be legally obligated to do so.

<u>RENEWAL</u>: College will have the right to renew said lease in accordance with "rent and options paragraph" of this document. College shall notify Fugate in its intent not to renew no less than sixty (60) days before the end of the lease term, otherwise lease will automatically renew for one year periods.

The lease is hereby extended to June 30, 2017 at a monthly rent of \$850.

<u>TERMINATION</u>: Lessee hereby notifies Lessor of intent to terminate this lease June 30, 2017.

In the event that the College is not allowed to teach classes at this facility by action of Lincoln Land Community College, then Fugate agrees to allow a termination of this lease with four months' notice.

Dated at Virden, Illinois, this _	day of	, 2016.
ROBERT FUGATE	ILLINOIS EASTER	RN COMMUNITY
2270 Virden Avenue	COLLEGES COAL	MINING

Virden, Illinois 62690	TECHNOLOGY
rofugate84@yahoo.com	
by	by

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made	August 10	, 2004, by and between Illinois
Eastern Community College District No	. 529, hereinafter	referred to as the COLLEGE and the
City of Robinson, Illinois, an Illinois Mu	unicipal Corporati	on of Robinson, Illinois, hereinafter
referred to as the CITY		

WITNESSETH:

WHEREAS, the CITY is the owner of certain real estate located at 501 South Cross Street, Robinson, Illinois; and

WHEREAS, the parties hereto are desirous of developing said premises for the mutual benefit of the student of the COLLEGE and the residents of the CITY'S community as a recreational facility; and

WHEREAS, the COLLEGE and the CITY are desirous of having located upon said premises a health and fitness facility; and

WHEREAS, the parties have determined to fulfill said goal, the COLLEGE and the CITY shall contribute to the cost of developing such health and fitness facility, with such facility to then be owned and managed by the CITY pursuant to the terms of this Agreement:

WHEREAS, Article 8, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the parties have determined that it is in the best interests of the students of the COLLEGE and the residents of the CITY, for the parties to enter into this Agreement with respect to the equipping and operation of said health and fitness facility and to carry out the purposes of this Agreement; and the governing bodies of each party hereto have adopted an ordinance or resolution approving this Intergovernmental Agreement and authorizing its execution.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and of other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Ownership and Equipping

The COLLEGE shall, at its sole expense, purchase and provide all necessary equipment operate a health and fitness facility. The CITY and the COLLEGE have agreed upon a basic equipment list to be provided by the COLLEGE and it is attached hereto and incorporated herein by reference as Exhibit "A". The COLLEGE shall purchase and install such equipment in the facility. Once the facility has been fully equipped at the cost of the COLLEGE, the CITY shall assume sole cost of the maintenance, repair and replacement of such equipment and reserve the

right to make all decisions as to the maintenance, repair or replacement of such equipment. Any COLLEGE provided cardio-equipment replaced within two years shall be returned to LTC/IECC. The COLLEGE, may at its expense, add equipment as it may see fit to enhance its programs at any time with the same stipulations as apply to equipment already installed.

2. Operation Expenses

The CITY shall own and operate the health and fitness facility and shall be responsible for all expenses incurred in the operation of the facility after installation of the equipment is complete. However, the COLLEGE agrees to pay the sum of \$275 (two hundred and seventy-five dollars) per month toward partial payment of utilities.

3. Operation and Management of Facility

The CITY shall provide management and clerical services as it shall deem necessary for the operation of the facility. Budgeting and policy decisions concerning the operation of the health and fitness facility shall be in the sole discretion of the CITY.

The CITY shall have the right to establish user fees and rates, collect such user fees and rates, and those shall become general funds of the CITY.

4. Scheduling and Shared Use of the Facility

Priority shall be given to the use of the health and fitness facility by the COLLEGE and COLLEGE classes. Such use shall be scheduled between the designated representative of the CITY and the designated representative of the COLLEGE. The CITY and COLLEGE shall cooperate as necessary to make scheduling changes and to avoid scheduling conflicts. The COLLEGE shall have a duly certified representative in attendance for purposes of supervision and instruction when the health and fitness facility is used by students enrolled in the COLLEGE classes. When the health and fitness facility is used by the students of the COLLEGE, it shall be the responsibility of the COLLEGE at the end of each daily use, to properly secure the building in accordance with written instructions to be provided to it by the CITY. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of the CITY with regard to such issue shall be final.

5. Revenues from Operation of Facility

The CITY shall determine all fee structures for use of the health and fitness facility. The CITY will provide to the COLLEGE forty (40) percent of all collected user fees associated with use of fitness center equipment provided by the COLLEGE. All concessions shall be under the control of the CITY and it shall receive any revenues from those concessions, including vending machines. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of the CITY with regard to such issue shall be final.

6. Liability Insurance and Indemnification

Each of the parties hereto shall maintain general liability insurance having liability limits in an amount not less than One Million Dollars (\$1,000,000.00) in force at such party's expense at all times during the term of this agreement and shall name the other party as an additional insured with respect to such policies of insurance. Proof of such insurance shall be given by each party by way of a certificate of insurance to be provided to the other party no less frequently than annually and when otherwise requested by the other party.

The CITY agrees to defend, indemnify and hold harmless the COLLEGE, its officers, agents, contractors and employees harmless of and from all liabilities and claims of liabilities arising out of the CITY'S use by the general public of the facility.

The COLLEGE agrees to defend, indemnify, and hold the CITY, its officers, agents, contractors, and employees harmless of and from all liabilities and claims of liabilities arising out of the use of the facility by the students of Lincoln Trail College when scheduled for use by them.

7. Return of Equipment

In the event the COLLEGE is not able to generate a level of 20 full-time equivalent student yearly enrollment from classes in the health and fitness facility at the conclusion of a 24 month period, then this Agreement shall terminate and the COLLEGE shall regain ownership of the health and fitness equipment described herein, and the COLLEGE shall have no further financial obligation to the CITY.

8. Terms of Agreement

This Agreement shall be effective upon execution hereof by both of the parties hereto and shall continue through and including July 1, 2008. Unless either party notifies the other by January 1 of the year of termination of the initial term, or any renewal term, of its desire not to extend the Agreement, the Agreement shall be extended for additional successive one year terms upon the same terms as then existing. In the event of the termination of this Agreement by either party as above provided, such party shall be responsible for all obligations incurred by it during the term of this Agreement. Upon termination of the Agreement, all real estate and improvements made subject hereof shall be the sole property of the CITY and all health and fitness equipment shall be returned to the COLLEGE.

9. Binding Effect

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns; provided, however, that neither party shall have the right to assign its interest in this Agreement either voluntarily or by operation of law without the prior written consent and approval of the other party.

Amendment

This Agreement constitutes the entire agreement of the parties and may be altered, modified or amended duly upon the written consent and agreement of both parties after approval by the governing body of each party as required by law.

10. Arbitration

It is hereby agreed that in case of any disagreement or difference shall arise at any time hereafter between the parties hereto, or any person claiming under them, in relation to this Agreement, either as to the construction or operation thereof or the respective rights and liabilities there under, such disagreement or difference shall be submitted to the arbitration of two persons, one to be appointed by each party to this Agreement, and the third to be appointed by the two so appointed. If either party shall refuse or neglect to appoint an arbitrator and served written notice thereof upon the other party requiring it to appoint an arbitrator, then the arbitrator so first appointed shall have the power to proceed to arbitrate and determine the matters of this Agreement or difference as if he were an arbitrator appointed by both the parties hereto for that purpose, and his decision in writing shall be final, provided such decision shall be made within 20 days after the reference of said arbitrators. All decisions of the arbitrators shall be binding upon the parties hereto as if entered by a court of competent jurisdiction.

11. Notices

All notices required hereunder shall be in writing and shall be served personally, be registered or certified mail return receipt requested, or by express delivery service as follows:

If to the City: Mayor 300 S. Lincoln Robinson, IL 62454

If to the College: Chief Executive Officer 233 East Chestnut Olney, IL 62450

In the event of the change of either of the above addresses, to the party whose address changes shall notify the other party in writing of such change and the new address.

12. Severability

If for any reason any provision of this Agreement is determined by the Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with the provision severed or modified by Court Order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not

fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary as a result of said Court determination. However, if the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

13. Waiver of Performance

The waiver by either party of any, term, covenant or condition herein, or the failure of such party to insist upon strict and prompt performances therewith, shall not be deemed or construed to constitute a waiver of such terms, covenant or condition, which shall remain in full force and effect and shall continue to be subject to enforcement.

14. Governing Law and Exclusive Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

16. Authority of Officers

Each of the parties hereto represent and warrant that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

CITY	OF ROBINSON, ILLINOIS, AN I	LLINOIS MUNICIPAL CORPORATION
BY:		ATTEST:
	Mayor	City Clerk
ILLIN	NOIS EASTERN COMMUNITY C	OLLEGE DISTRICT NO. 529
BY:	Board Chairman	ATTEST:

Exhibit "A"

Current Equipment

- 1. Nine (9) Trotter Circuit Weight Training Stations, including stacked weights.
- 2. Six (6) Stationary Bicycles
- 3. One (1) Recumbent Bicycle
- 4. One (1) Stair Climber
- 5. Two (2) Commercial Grade Treadmills.

Equipment to be Purchased

- 6. Two (2) Treadmills
- 7. Two (2) Cross Trainers
- 8. One (1) Stair Climber
- 9. Two (2) Recumbent Bicycles

LEASE

This agreement is made this 17th day of June 2008, between the Wabash Valley College Foundation ("Lessor") and Illinois Eastern Community College District #529 ("Lessee").

Lessor leases to Lessee approximately 1,600 square feet of interior space on the ground floor of the building located at 2201 College Drive, Mt. Carmel, Illinois, and such other space in the building as may be mutually agreed upon. In exchange for which the College District agrees to provide mowing, snow clearing and routine maintenance of the building, and to keep the building in general good repair during the term of occupancy. The term of the lease is for a period of five years, commencing on July 1, 2015 through June 30, 2020.

Lessee shall occupy and use the premises as an administrative site for offices and programs for Wabash Valley College, and such other activities as the college may choose. Either party may terminate the lease by giving 30 days notice.

President	Chairman
Wabash Valley College Foundation	Board of Trustees Illinois Eastern Community College District #529
ATTES	Γ:
	Secretary Board of Trustees Illinois Eastern Community College

District #529

Lease Agreement

THIS AGREEMENT, made and entered into by and between Ron E, Peach, hereinafter referred to as LESSOR, and The Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (IECC), of the Counties of Richland, Clark, Crawford, Clay, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, by and through its duly authorized representative, Terry Bruce, CEO, hereinafter referred as LESSEE;

- LESSOR is the owner of certain land located in Sections Eight (8) and Nine (9) of Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, Wabash County, Illinois, which premises lie in a generally Northeasterly direction from the City of Mt. Carmel.
- 2. LESSEE is the owner and operator of a certain radio station with call letters WVJC; which station operates and broadcasts on the campus of Wabash Valley College in the City of Mt. Carmel, a college within the IECC District, Wabash County, Illinois.
- In order to provide better service for said radio station and its broadcasting activities,
 LESSEE wishes to erect, install and maintain a tower for transmission purposes upon a portion of land owned by LESSOR.
- 4. LESSOR wishes to enter into such lease and to allow the use of his land for the aforementioned purposes.

NOW, THEREFORE, the parties hereto do agree as follows:

A. <u>Leasing and Premises:</u> For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sums hereinafter required to be paid and the mutual covenants and agreements herein contained, LESSOR does hereby lease, let and demise unto LESSEE the following described premises:

- A part of Lot 15 of Sections 3, 4, 5, 8, 9 and 10, Township 1 South, Range 12 West of the Second Principal Meridian, Wabash County, Illinois, described as follows: Commencing at the Southwest corner of said Lot 15, thence North 29° 00' West a distance of 1411.9 feet to an iron pin; thence North 60° 35' 12" East a distance of 384 feet to an iron pin being the point of beginning; thence North 60° 35' 12" East a distance of 50 feet to an iron pin; South 29° 00' East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence South 29° 00' East a distance of 137 feet to a point; thence South 60° 35' 12" West a distance of 450 feet to a point; thence North 29° 00' West a distance of 69.8 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence North 29° 00' West a distance of 567.2 feet to the point of beginning, containing 1.68 acres, more or less.
- B. <u>Rental:</u> The total rent for the initial term of this agreement shall be the sum of Thirty Dollars (\$30.00), which sum shall be paid by LESSEE to LESSOR at the rate of One Dollar (\$1.00) per year, beginning on July 1, 2013, and continuing thereafter upon the same day of each year during the said term of this agreement.
- C. <u>Term:</u> The initial term of this lease shall be thirty (30) years, beginning on July 1, 2013 and ending on June 30, 2043.
- D. <u>Possession:</u> LESSOR shall place LESSEE in possession of the said premises at the commencement of the term hereof and LESSEE may have and retain the quiet and peaceful possession of said premises during the term of this agreement.
- E. <u>Use of Premises:</u> This lease is granted specifically for the purpose of allowing LESSEE to build, erect, install, operate, maintain, repair, rebuilt, reconstruct and use a tower and appurtenances for the broadcasting of radio signals. LESSEE may erect and maintain said tower and all appurtenant structures provided that all governmental provisions, including ordinances and regulations of the City of Mt. Carmel, are fully complied with and provided, that LESSEE shall erect and maintain such tower and appurtenances at its own expense and shall indemnify LESSOR for any loss or damage to persons or property caused thereby.

F. <u>Easement:</u> LESSOR further grants to LESSEE an easement for ingress, egress and regress, and for the installation and maintenance of such power lines or other utility facilities as shall be required by LESSEE along, over and through the following described premises:

An easement 16.5 feet in width for ingress and egress from the Northeast corner of the above described property to the public road which runs along the East side of Lot 15 is provided by the LESSOR, said easement to run north 60° 35' 12" East from said Northeast corner to the public road and said 16.5 feet in width being South of said line.

- G. Taxes: LESSEE shall make reasonable efforts to obtain the removal from the tax rolls of Wabash County, Illinois, of the herein demised premises. In the event such premises remain taxable, LESSEE agrees to reimburse LESSOR for such proportionate share of the taxes upon LESSOR'S unimproved land as is attributable to the herein demised premises. The payment herein prescribed shall be computed by multiplying the total tax assessed upon LESSOR'S adjacent unimproved land by a fraction, the numerator of which shall equal the number of acres in the demised premises and the denominator of which shall equal the number of acres in the tract of land of LESSOR of which the demises premises are a part. LESSEE agrees to pay all such taxes which are assessed against the LESSEE and/or the LESSOR due to personal property and improvements constructed or maintained by LESSEE on or about the leased premises: provided, however, LESSOR shall give prior notification of any taxes for which LESSEE is to be charged, so LESSEE will have the opportunity to appear before the taxing authority and contest said assessment.
- H. Repairs and Destruction of Improvements: LESSEE shall, throughout the term of this lease, at its own cost and without any expenses to LESSOR, keep and maintain

the premises, including any and all of LESSEE'S buildings, improvements or appurtenances thereto, in a good, sanitary and neat order, condition and repair and, except as otherwise provided in this agreement, to restore and rehabilitate any such improvements of any kind that may be destroyed or damaged by fire, wind, casualty or any other cause whatever. LESSOR shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever.

Indemnification of Lessor: LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person who may at any time be using or occupying or visiting the demised premises or any other premises situated near said premises, or who shall be in, on or about the same, whether such loss, injury, death or damage may be caused by or in any way resulting from or arise out of any act, omission or negligence of LESSEE, its officers, employees, servants, students or any other person whatever, or of any occupant, subtenant, visitor or user of any portion of the premises, or which shall result from or be caused by any matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. LESSEE Shall indemnify LESSOR, and shall save, defend and hold harmless LESSOR against any and all claims, liability, loss or damage whatever on account of such loss, injury, death or damage. LESSEE hereby waives all claims against LESSOR for damages to any structures or improvements that are now on or may be hereafter placed or built upon the said premises and to the property of LESSEE in, on or about the said premises, and for injuries to persons or property in or about the premises from any cause arising at any time.

- J. Warranties and Representations: LESSOR covenants that he is seized of the demised premises in fee simple and has full right to make this lease, and that LESSEE shall have quiet and peaceful possession of the premises during the term of this agreement. Except as stated above, LESSOR makes no warranties of any type or kind, express or implied.
- K. Electrical Interference: LESSOR will not grant a lease to any other party for use of LESSOR'S property if such use would in any way adversely affect or interfere with LESSEE'S operation of its communications system nor allow another user of LESSOR'S facilities a use which causes uncorrected interference with LESSEE'S operations nor place a new structure nearby which blocks or partially blocks LESSEE'S transmissions in a manner which significantly interferes with LESSEE'S operations.
- L. <u>Default</u>: In the event of the failure of LESSEE to make payments of the rental as herein provided, to pay taxes or other assessments when such become due and payable, if any, or to otherwise breach any of the terms and conditions of this agreement, LESSOR may declare this contract terminated by giving written notice thereof to LESSEE not less than ninety (90) days prior to the effective date of such termination. Any such notice shall indicate the nature of the default on the part of the LESSEE. Unless such default or defaults as may be specified in said notice have been corrected on or before the expiration provided in such notice, LESSEE shall deliver possession of said premises to LESSOR.
- M. <u>Waiver:</u> The failure or refusal of LESSOR to declare default or termination under the provisions of this agreement as to any one or more events when such default or

- termination might be declared by him shall not be considered or construed as a waiver of any subsequent such events.
- N. <u>Notice:</u> Any notice required or permitted hereunder shall be sufficient if in writing and sent to the respective parties by registered or certified mail, return receipt requested, at the following addresses:

LESSOR: Ron E. Peach, 330 Hindes Street, Mt. Carmel, Illinois 62863

LESSEE: Terry Bruce, CEO, Illinois Eastern Community Colleges, 233 East Chestnut Street, Olney Illinois 62450

- O. <u>Binding Effect:</u> This agreement, and all the terms and conditions thereof, shall extend to and be binding upon the parties hereto and their personal representatives, heirs, devisees, assigns or successors.
- P. <u>Continuing Use of Tower:</u> In the event LESSEE shall fail to use said tower for broadcasting services for a period of twelve (12) consecutive months at any time following initial uses for such purposes, then this lease shall be null and void and LESSOR shall be entitled to reenter said premises and take possession thereof.
- Q. Relocation of Equipment: LESSOR will not require LESSEE to relocate its equipment in any way that will cause deterioration of LESSEE'S radio signal. Nor will it require LESSEE to move or alter its equipment in a manner that would require prior approval of the Federal Communications Commission without providing at least six (6) months written notice to LESSEE.
- R. <u>Removal of Property:</u> At the end of the term of this agreement, or of the term of any extension or subsequent term thereof, LESSEE shall have the right to remove from the said premises all buildings, structures and appurtenances and shall return

the said land, as nearly as possible, to the condition existing at the day of execution of this agreement.

S. <u>Authority:</u> This agreement is being executed by LESSEE pursuant to authority granted by resolution of the Board of Directors of said LESSEE.

IN WITNESS WHEREOF, this agreement has been executed in duplicate originals, any one of which may be considered as an original copy, on the dates set forth below.

	Ron E. Peach "LESSOR"
STATE OF ILLINOIS)	2200 of C
COUNTY OF WABASH) SS.	
The foregoing instrument was acknown, 2013, by Ron E. Peach.	owledged before me this day of
	Notary Public
	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
	By
	Its <u>Chairman</u>
	ATTEST:
	Its <u>Secretary</u> "LESSEE"
STATE OF ILLINOIS)	
COUNTY OF RICHLAND) SS.	
that the Chairman, Board of Trustees, of IL #529, and Harry Hillis, Jr., personally know COMMUNITY COLLEGE DISTRICT #52 names are subscribed to the foregoing instracknowledged that as such officials, they Secretary, of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, as their free COMMUNITY COLLEGE DISTRICT #52	in and for said County, in the state aforesaid do hereby certify LINOIS EASTERN COMMUNITY COLLEGE DISTRICT wn to me to be the <u>Secretary</u> of said ILLINOIS EASTERN 9, and personally known to me to be the same persons whose rument, appeared before me this day in person and severally signed and delivered the said instrument as <u>Chairman</u> and COMMUNITY COLLEGE DISTRICT #529, and caused the MUNITY COLLEGE DISTRICT #529 to be there affixed, of Trustees of said ILLINOIS EASTERN COMMUNITY and voluntary act and deed of said ILLINOIS EASTERN 9, for the uses and purposes therein set forth.
	Notary Public

LEASE

This agreement is made this 18thday of August, 2009, between the **Illinois Eastern Community College District No. 529**, as Lessor, and the **City of Olney, Illinois**, a municipal corporation, as Lessee:

The Lessor leases to the Lessee the following described premises situated in the City of Olney, County of Richland and State of Illinois:

The circle drive, median, and access road located near the Northwest corner of the intersection of Illinois Route 130 and St. John Street in the City of Olney, and a tract of land forty-seven feet (47') square located immediately west of said circle drive, as more particularly shown on the aerial photograph attached hereto and incorporated herein by reference.

To hold these premises unto the Lessee for a term of twenty (20) years beginning on the date of execution of this agreement, subject to the following terms and conditions:

- 1. Renewal and Termination: Lessor and Lessee each have the right to terminate this lease by giving the other party six months' written notice of the election to terminate. Lessee has the right to renew this lease for a further period of twenty (20) years on the same terms and rental by giving the Lessor six months' written notice of the election to renew. Any notice to the Lessor may be served by mailing a copy of the notice to the Lessor at 233 East Chestnut Street, Olney, Illinois 62450, or at such other place as the Lessor from time to time in writing may appoint. Any notice to the Lessee may be served by mailing a copy of the notice to the Lessee at 300 S. Whittle Avenue, Olney, Illinois 62450.
- **2.** Rental: Lessee shall pay rent for the premises during the continuance of this lease at the rate of One Dollar (\$1.00) per year payable on the 1st day of January of each year during the term of this lease.
- 3. <u>Use of Premises:</u> The property shall be used by the Lessee for a park which shall include the location of an oil derrick thereon. The Lessee shall use the property only as permitted by the Zoning Ordinance and any other regulations of the City of Olney or any other governmental authorities. The Lessee shall keep the property in good order and repair as is required for other city parks. The Lessee shall have the right to make such alterations, additions and improvements on the premises as it shall deem necessary, provided that the Lessee shall not construct or allow to continue anything that is an eyesore or is in a dilapidated state.
 - 1. <u>Assignment of Lease</u>: The Lessee shall not assign this lease or sublet the premises or any part thereof without the written consent of the Lessor.
- **5.** <u>Surrender of Premises</u>: Upon the termination of this lease, the Lessee shall surrender the premises to the Lessor in as good condition as at the beginning of the term of this

lease. All additions and improvements made during the term of this lease shall be regarded as removable fixtures which shall be removed prior to the termination of this lease. The Lessee specifically agrees to remove the oil derrick and any other additions and improvements at its own cost and without any obligation on the part of the Lessor to pay any of the costs of removal.

6. <u>Insurance</u>: The oil derrick and any other buildings or structures placed on the leased premises shall be insured by Lessee and the Lessee shall be solely responsibility for the normal maintenance and repair of the buildings and structures. The Lessee shall provide general liability insurance for the protection of the public. The Lessee agrees to indemnify and hold the Lessor harmless from any and all liability as a result of the placement of the oil derrick and any other structures on the leased premises and the use of the leased premises for a city park.

IN WITNESS WHEREOF, the parties, 2009.	hereto set their hands and seals this day of
	LESSOR: ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529
	By: IECC Board Chairman
ATTEST:	
IECC Board Secretary	LESSEE: CITY OF OLNEY, ILLINOIS
	By: City of Olney Mayor
ATTEST:	
City of Olney Clerk	

SUB-LEASE AGREEMENT

BETWEEN

C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION (WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM) AND

ILLINOIS EASTERN COMMUNITY COLLEGES

- 1. The Lease Agreement entered into this 21st day of December, 2015 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and C.E.F.S. Economic Opportunity Corporation (Workforce Innovation and Opportunity Act Program), whose address is 1805 South Banker Street, Effingham, Illinois 62401-0928, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
- 2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC/OCC, 305 North West Street, Olney, Illinois 62450 (approximately 120 sq. ft.), and to share common space of the building that includes the break room, restrooms and conference room, to be used exclusively as an office facility for the facilitation of the Workforce Innovation and Opportunity Act Program to allow local residents to obtain necessary job skills that will lead to employment.
- 3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2017 through June 30, 2018 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 Five Hundred Dollars (\$1,500.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$125.00. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$125.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
- 5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
- 6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
- 7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.

- 8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.
- 9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
- 10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
- 11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

date executed	ereto have signed and sealed their presence on the
LESSEE:	C.E.F.S. Economic Opportunity Corporation 1805 South Banker Street
	Effingham, IL 62401-0928
	By:
	Its: Paul D. White, Chief Executive Officer CORPORATE SEAL
WITNESS:	
LESSOR.	Illinois Eastern Community Colleges
	233 East Chestnut
	Olney, IL 62450
	By:
	Its: Terry Bruce, Chief Executive Officer
	CORPORATE SEAL
WITNESS:	

CEFS-Lease Agreement-FY 16-Illinois Eastern Community Colleges-Olney-WIOA-3312015

LEASE

WHEREAS, the Frontier Community College Foundation, hereinafter Foundation, purchased a facility commonly known as Fitness Center/Theatre, located adjacent to the campus of Frontier Community College, for the use of the Foundation and Illinois Eastern Community College District #529/Frontier Community College, hereinafter the College.

WHEREAS, the Foundation agrees to extend the lease of the property to the College to June 30, 2018.

WHEREAS, the Foundation agrees to allow the College access and usage of the facility for students, staff, and Board of Trustee activities,

WHEREAS, the College agrees to provide maintenance to the building's interior and exterior, and to provide janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Theatre from the budget at Frontier Community College,

WHEREAS, the Foundation and College plan to make certain leasehold improvements to the facility, the parties agree that such improvements will become the property of the College.

WHEREAS, the Foundation agrees that any fixtures purchased and installed by the College will remain the property of the College. At the termination of this agreement, the College shall be allowed to remove such fixtures if such removal does not cause substantial damage to the facility.

THEREFORE, be it resolved by the College and the Foundation that the parties agree to the conditions set forth above.

Chief Executive Officer
Illinois Eastern Community College
District #529

President Frontier Community College Foundation

Adopted this 20th day of June, 2017

Adopted this 20th day of June, 2017

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, 2018 and may be terminated by either party giving the other thirty (30) days written notice. This lease may also be renewed at the end of the lease period by giving the LESSOR 30 days written notification.
- 4. The LESSEE shall pay the LESSOR a total not to exceed Three Thousand Dollars (\$3,000.00) 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	Dute.
LESSOR:	Illinois Eastern Communit 233 East Chestnut Olney, IL 62450	y Colleges
	By:	Date:
	Its: Terry L. Bruce, CEO	

Agenda Item #8F FY2018 Budget Resolution

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: FY2018 Budget Resolution

The Board is required to establish a budget for each fiscal year. The attached Budget Resolution is submitted to the Board for its approval.

The Resolution sets forth the fiscal year, dates for publication of the notice of a public hearing on the budget, establishes a date by which a tentative budget will be available for public inspection, establishes a public hearing on the budget for September 19 at Frontier Community College, and states that the budget will be adopted by the Board on September 19, 2017, following the hearing.

I ask the Board's approval of the Budget Resolution.

TLB/akb

Attachment

BOARD OF TRUSTEES RESOLUTION BUDGET FY2018

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2018 fiscal year:

- 1. Date of Fiscal Year: July 1, 2017 June 30, 2018.
- 2. Publication of Notice of Public Hearing on Budget: On or before August 9, 2017.
- 3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 9, 2017.
- 4. Mailing Tentative Budget to Board of Trustees: August 9, 2017.
- 5. Public Hearing on Budget: September 19, 2017, at the hour of 7:00 p.m. local time, Frontier Community College, 2 Frontier Drive, Fairfield, IL 62837.
- 6. Adoption of Budget: September 19, 2017, following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES, ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529

	June 20, 2017
Chairman, Board of Trustees	Date
	June 20, 2017
Secretary, Board of Trustees	Date

Agenda Item #8G

Payment of Accrued Bills

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Payment of Accrued Bills

The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills accrued in June, but received in July, as expenses for FY2017. By July 20, all FY2017 accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

At each regular Board meeting, the Board receives an electronic copy of bills for review and payment. At the August Board meeting, that electronic report will include current bills for approval <u>plus</u> the bills that were paid in the accrual period. Each of these accrual period payments will be designated with an A (for accrual) beside the vendor.

This procedure has been followed in prior years and I request the Board's approval to pay the FY2017 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting.

TLB/akb

Agenda Item #8H Appointment of Board Audit Committee

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Appointment of Board Audit Committee

Board members John Brooks and Gary Carter currently serve as members of the Board Audit Committee. The Committee is charged with oversight of the District's annual audit. The Committee meets with the District's auditors and makes a complete review of the Audit Report. Committee members then report to the Board and then the Board takes action on the District's required annual audit.

The board should consider the reappointment of Board members Brooks and Carter or make new appointments to the Audit Committee.

TLB/akb

Agenda Item #8I

RAMP 2019

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: RAMP FY2019

IECC's Resource Allocation and Management Plan (RAMP) for FY2019 is due to the Illinois Community College Board by July 1, 2017. The RAMP document includes two capital project requests which were approved by Cabinet on June 7th.

The two capital project requests for FY2019 are:

Olney Central College

Project Name: Applied Technology Center

District Priority No.: 1 of 2

Total Building Budget: \$2,357,300

Frontier Community College

Project Name: Student Education and Support Center

District Priority No.: 2 of 2

Total Building Budget: \$3,440,000

Like the last couple of years, LTC's and WVC's RAMP projects will not be submitted. These two projects are listed on Table I of the Fiscal 2017 Capital Budget Recommendation, and the funding levels are set at the amounts appropriated in FY2010. The ICCB will continue to list those projects in FY2019 and adjust for inflation for informational purposes. These two projects are:

2010-15 Lincoln Trail – Center for Technology

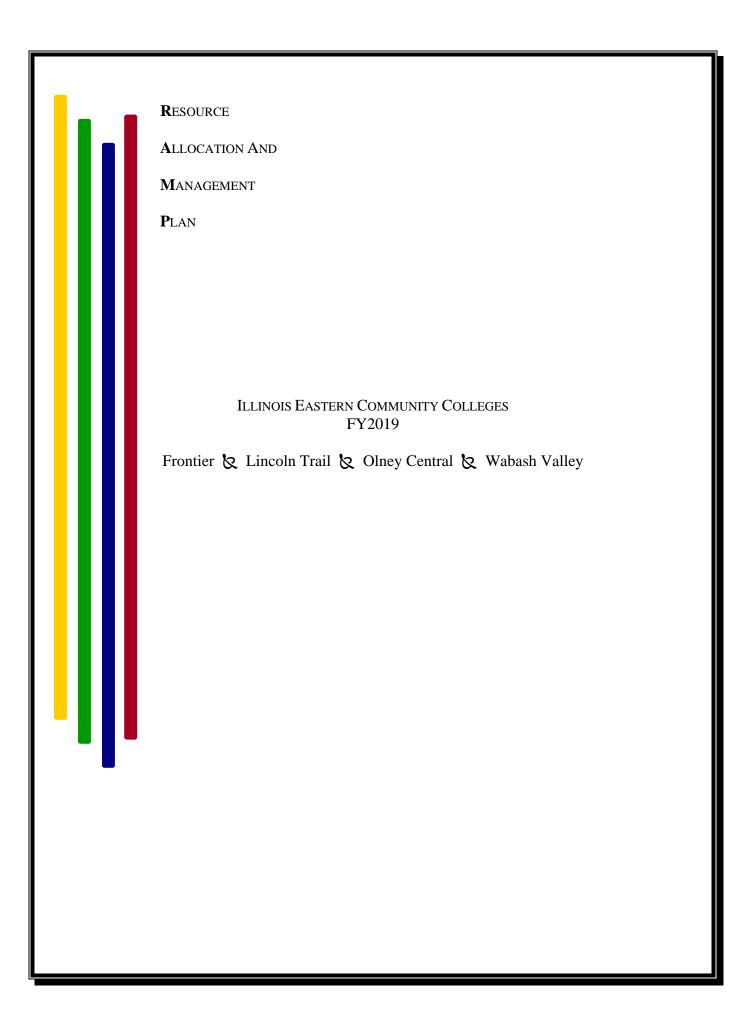
2010-30 Wabash Valley – Technology/Student Support Expansion to Main

Hall and Renovation

I recommend approval of the RAMP FY2019 document so that it may be timely submitted to the Illinois Community College Board.

TLB/akb

Attachment



COMMUNITY COLLEGE CONTACT FOR FURTHER INFORMATION

Occasionally it is necessary to contact the individual(s) responsible for completing the Capital RAMP tables in order to reconcile discrepancies or to obtain further information to clarify requested project(s). Please list the person responsible for the Capital RAMP submission in the space provided below who should be contacted for follow up inquiries. The individual below will be the person ICCB contacts to answer questions concerning the Capital RAMP requests.

Community College District Illinois Eastern Community Colleges

Budget Year Request FY2019

Capital RAMP Contact Person Roger Browning

Telephone Number <u>618-393-2982</u>, Ext. 5545

TABLE 1 FISCAL YEAR 2019 CAPITAL PROJECT REQUEST

DISTRICT/COLLEGE:	IIIInois Eastern/	Jiney Central Co	ollege									
PROJECT NAME AND/OR DESCRIPTION Check one: NEW FACILITIES CONSTRUCTION/ACQUISI REMODELING/REHABILITATION PROJECT OTHER	TION	Х	(Complete Table (Complete Table	,	ional information	n per instructions)	ı	DISTRICT PRIO Check one: NEW REQUES REQUESTED F		1 X	OUT OF	2
Dollars rounded to the nearest hundred (fo												
	PRIO	R YEARS FUN	DING*	CURREI	NT REQUEST 1	FY	BEY	OND CURRENT	YEAR*	TOTA	L PROJECT COS	ST
PROJECT	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL
CATEGORIES*	FUNDS	FUNDS	COST	FUNDS	FUNDS	COST	FUNDS	FUNDS	COST	FUNDS	FUNDS	COST
BLDGS, ADDITIONS, AND/OR STRUCTURES	3			1,768.0	589.3	2,357.3				1,768.0	589.3	2,357.3
LAND												
EQUIPMENT												
UTILITIES												
REMODELING & REHABILITATION												
SITE IMPROVEMENTS												
PLANNING												
TOTAL				1,768.0	589.3	2,357.3				1,768.0	589.3	2,357.3
* Describe prior year funding and/or future	<i>.</i>											

TOTAL PROJECT REQUEST (CURRENT YEAR)	\$ 2,357	MATCHING CONTRIBUTION (See item 10 in Section I of thi	·	
TOTAL COMPLETED PROJECT COST	\$ 2,357	LOCAL FINANCING SOURCE	,	
DESIRED PROJECT START DATE	5/1/2018	AVAILABLE FUND BALANCE	\$	
ESTIMATED COMPLETION DATE	6/30/2019	ICCB CONSTRUCTION CRED	OITS\$	
ESTIMATED OCCUPANCY DATE	7/30/2019	(if any) DEBT ISSUE DATE OF APPROVAL:	\$	
ESTIMATED ANNUAL OPERATING COST	\$	DATE OF APPROVAL.		
		OTHER (please specify)	\$	589
		TOTAL	\$	589

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

TABLE 2 FY 2019 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE

PART B PART A ACREAGE SUMMARY **Number of Acres NET ASSIGNABLE SQUARE FOOTAGE SUMMARY** (Land Acquisition) Requested in Budget Year REQUEST FOR NEW REDISTRIBUTION OF NASF SPACE **FACILITIES** 1 Landscaped Ground Space Prior Net Assignable Space After Space Type FICM Codes Square Feet (NASF) to Remodeling Remodeling 2 Physical Education and Athletic Fields 110 thru 115 1,800 3 Buildings and Attached Structures Classrooms 210 thru 255 900 4 Experimental Plots Laboratory Office 310 thru 355 600 5 Other Instructional Areas 410 thru 455 6 Parking Lots Study Special Use 510 thru 590 7 Roadways General Use: 8 Pond Retention and Drainage Assembly and Exhibition 610 thru 625 Other General Use 630 thru 685 9 Other (specify) Support Facilities 710 thru 765 600 Total Assigned Area Health Care 810 thru 895 Currently Unassigned Unclassified Total Acres TOTAL NASF # 3,900 TOTAL GSF* # 5,916

*Gross Square Feet

COMPLETE THE APPLICABLE SECTION-ONE SHEET FOR EACH PROJECT REQUESTED

TABLE 3 FY 2019 BUILDING BUDGET ESTIMATION FORM

District/College Location

ILLINOIS EASTERN COMMUNITY COLLEGES

OLNEY CENTRAL COLLEGE

Project Name APPLIED TECHNOLOGY CENTER

(cost column rounded to the nearest hundred)

		Multiplier					
Space Type	NASF	Factor	GSF	\$/GSF	Cost		
input field	input field	input field	formula field	input field			
Classroom	1800		2700	284.29	\$767.6		
Instructional (Dry Lab)	900		1476	318.48	\$470.1		
Office	600		1020		\$300.2		
Supporting Facilities	600	1.2	720	265.52	\$191.2		
1 D. T. I			5040		# 1 700 0		
1. Base Total	3900		5916		\$1,729.0		
2. Added Costs (sum of added cost component	its identified sep	parately below	N)		\$103.7		
LEED design cost up to 6% of line 1	stion Lovel		(Cilver Cold	Diotious)	\$103.7		
Green Building Design/LEED Certifica	ation Levei		(Silver, Gold,	Platinum)			
Other added costs:							
3. Base Cost	3900		5916		\$1,832.8		
o. Base cost	3300		3310		ψ1,002.0		
4. Escalation (estimate of cost increase from	the time of app	ropriation to	he bid date		53.2		
assumes appropriation is reco		-			-		
Expected Bid Date: July 1, 2018	Number of Mor	nths to Bid D	ate:	<u>12</u>			
Annual Percentage (Allowable per ani				0.029			
(Enter annual rate as a decin	nal in cell J35;	; i.e. 2.9% as	3 .029)				
(inflation rate and number of months t	o bid are estima	ates and for p	ourposes of ca	lculating			
estimated costs will be standardized	at 12 months to	bid)					
5. Escalated Building Budget (Line 3 plus Li	ne 4)				\$1,885.9		
6. Escalated Building Budget					**		
Plus 10% Contingency (Line 5 multipl	ied by 1.10)				\$2,074.5		
7 4 4 4							
7. Adds:							
a. A/E Fees 0.08 %	(use rete in E4	E unloca iuat	ification for an	other retal	\$166.0		
a. A/E rees 0.06 %	(use rate in E4	o uniess just	ilication for an		\$100.0		
b. On-Site Observation							
Number of Months12	Days per Weel	k Δ			\$100.0		
Number of Working1Z	Days per Weer	т			ψ100.0		
c. Reimbursable Expenses					\$6.5		
or remisureasie Expenses					ψο.σ		
d. Art in Architecture							
one-half of one percent	(Multiply Line 6	6 by .005)			\$10.4		
•		,			·		
e. Other Adds (ADA,	Asbestos, CDB	3% Admin I	ee, etc. spec	ify)			
, · · ·			•				
f. Sub-total Adds (Lines	7a through 7e)				\$282.8		
8. Total Building Budget (Line 6 plus Li	ne 7f)				\$2,357.3		
OTHER:							
Estimate of Annual State Supported	ed Operations a	nd Maintenar	nce Expense				
Source of Cost Estimate: ICCB Cost Gu	idelines						
Date of Cost Estimate: 5/25/2017			-				

TABLE 4 FY 2019 MOVEABLE EQUIPMENT LIST

District/College: Illinois Eastern/Olney Central College

Project Name: Applied Technology Center

(cost column rounded to the nearest dollar--please round the grand total equipment cost to the nearest hundred when you transfer to table 1)

ProgrammaticRoom UseNumber of Cost perEstimatedUnitClassificationName of EquipmentUnitsUnitTotal Cost

NONE

Grand Total Equipment Costs (this number should be included on the equipment line of table 1)

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTING MOVEABLE EQUIPMENT

Fiscal Year 2019 Ramp Community College Capital Requests Illinois Eastern/Olney Central College

PROGRAMMATIC JUSTIFICATION NARRATIVE

DISTRICT/COLLEGE:	Illinois Eastern/Olney Central College	
PROJECT NAME:	Applied Technology Center	
The magnetic institions	ion should alcowly describe the president symbolicing the restionals	4h

The programmatic justification should clearly describe the project explaining the rationale, the instructional areas affected, and functional relationships between instruction and the project.

The Applied Technology Center facility would provide much needed instructional and laboratory space for several programs: Associate Degree Nursing (NUR), Licensed Practical Nursing (LPN), Radiography (XRAY), Massage Therapy (THM), Phlebotomy (PHB), and the Basic Nurse Assistant Training Certificate (BAID). Faculty office space is also at a premium. The new building would provide additional office space. Currently, a 20' x 20' classroom serves as the nursing program's one and only laboratory. This creates havoc with course scheduling because the NUR, LPN, and BAID lab courses cannot all be taught during the same time periods. This necessitates one or more of the NUR, LPN, or BAID classes to conduct their lab assignments in classrooms that don't have the proper laboratory materials available. Because the BAID is now required before students can enter the NUR program, this means even more nursing classes are being scheduled in the lab classroom. Further, IL statutes for BAID instruction mandate that there must be a designated location for laboratory instruction that includes a minimum of one bed per five students, access to hand-washing facilities, and clinical instruction equipment and supplies. An energized radiography laboratory would be invaluable in teaching patient positioning to radiography students. Patient positioning is one of the critical skills that x-ray technicians must possess if they reasonably expect to be employable upon graduation. The Massage Therapy program is currently being offered at an off-campus location as there is not room for these additional programs in Wattleworth Hall. These students don't have the benefit of easy access to computer labs, library facilities, and the bookstore. Jobs in the Allied Health field are among the fastest growing and highest paying. OCC needs to be able to provide instructional space for these programs to keep pace with the needs of the community and the state.

In addition, the space being vacated by Nursing and Radiography programs in Wattleworth Hall will provide the college with enough room to install two more much needed computer laboratories or classrooms. Without moving the Nursing and Radiography programs out of Wattleworth Hall, Olney Central College does not have the classroom space to expand its daytime or nighttime offering of courses. The proposed facility will allow the college to improve instruction in allied health fields and also make the necessary space available to increase computer skills instruction in all disciplines.

Fiscal Year 2019 Ramp Community College Capital Requests Illinois Eastern/Olney Central College

SCOPE OF WORK NARRATIVE

Olney, IL 62450

DISTRICT/COLLEGE: _	Illinois Eastern/Olney Central College	
PROJECT NAME:	Applied Technology Center	
FULL NAME OF BUILD	ING (IF REMODELING):	
EXACT LOCATION (IN	CLUDING ADDRESS AND CITY):	
Olney Central College		
305 North West Street		

The scope of work narrative should explain the nature of the work to be performed, general building conditions, and a site analysis.

Nature of Work to be Performed: The Applied Technology Center will be located directly adjacent to (within 20 feet) the southwestern side of Wattleworth Hall on the Olney Central College campus. The new construction would add 5,916 gross square feet of new space. The new space would allow the college to provide appropriate lecture, laboratory, and faculty office space for all Allied Health Programs—especially Nursing and Radiography.

General Building Conditions: The proposed building site is on existing college property located at 305 North West Street, Olney, Illinois, 62450; therefore, no new land is required. The proposed building is new construction consisting of: (a) 2,700 GSF of classroom space; (b) 1,476 GSF of instructional laboratory (dry) space; (c) 1,020 GSF of office space; and (d) 720 GSF of supporting facilities space. It is estimated that the proposed construction would be completed within 13 months. The proposed construction project is not related to any ongoing or proposed projects. It is not a phased project nor are there any known state or federal rules or regulations that may impact the project budget.

Site Analysis: The proposed project consists of a single story building that will be connected to the existing water, sewer, and electricity servicing the adjacent Wattleworth Hall. In addition, the college will use existing personnel resources to install the necessary telephone lines to the proposed building to provide voice, computer network, and Internet service. Existing student and staff parking adjacent to Wattleworth Hall is sufficient to meet the needs of students attending classes in the proposed building. In addition, little if any new sidewalks or other landscaping will be required for this construction project.

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Illinois Eameeting in their regular session on June 20, 2017 authorized the submission of the attached Fiscal Year 2 Project Request.	, with a quorum present, officially							
I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below. I further certify that board has made a commitment to either use available assets and/or								
credits, or to make local funds available for the project requested as indicated below, should the project be approved.								
PROJECT NAME: Applied Technology Center	PROJECT NAME: Applied Technology Center							
Proposed Source(s) of Local Funding								
 Available Local Fund Balances Protection, Health, and Safety Tax Levy Protection, Health, and Safety Bond Proceeds Other Debt Issue State Certified Construction Credits (remaining from 1987) Other (Please specify) Local Resources TOTAL LOCAL MATCH	(List the Dollar Amount) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$							
Signed								
Chairperson of the Board of Trustees Signed								

Chief Executive Officer of the College District

TABLE 1 FISCAL YEAR 2019 CAPITAL PROJECT REQUEST

DISTRICT/COLLEGE:	Illinois Eastern/I	Frontier Commun	ity College									
PROJECT NAME AND/OR DESCRIPTION Check one:	Student Educati	on and Support (Center					DISTRICT PRIO	RITY NUMBER _	2	OUT OF	2
NEW FACILITIES CONSTRUCTION/ACQUIST REMODELING/REHABILITATION PROJECT	TION	Х	(Complete Table	,				NEW REQUES REQUESTED P	_			
OTHER			- ' '	2 or provide additi	ional information	n per instructions)		REQUESTED F	-			
Dollars rounded to the nearest hundred (for example and per instructions enter \$1,456,789 as \$1,456.8)												
	PRIO	R YEARS FUND	DING*	CURREN	NT REQUEST	FY	BEYO	OND CURRENT	(EAR*	TOTAL	L PROJECT CO	ST
PROJECT	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL
CATEGORIES*	FUNDS	FUNDS	COST	FUNDS	FUNDS	COST	FUNDS	FUNDS	COST	FUNDS	FUNDS	COST
BLDGS, ADDITIONS, AND/OR STRUCTURES	3			2,580.0	860.0	3,440.0				2,580.0	860.0	3,440.0
LAND												
EQUIPMENT												
UTILITIES												
REMODELING & REHABILITATION												
SITE IMPROVEMENTS												
PLANNING												
TOTAL				2,580.0	860.0	3,440.0				2,580.0	860.0	3,440.0
* Describe prior year funding and/or future	year funding in	the scope state	ment section us	ing the requested	d format.							

State funds should equal 75% of total and local funds should equal 25% of total. ICCB will adjust for credits

TOTAL PROJECT REQUEST (CURRENT YEAR)	\$ 3,440	MATCHING CONTRIBUTION \$ (See item 10 in Section I of this Manual)	
TOTAL COMPLETED PROJECT COST	\$ 3,440	LOCAL FINANCING SOURCE	
DESIRED PROJECT START DATE	9/1/2018	AVAILABLE FUND BALANCE \$	
ESTIMATED COMPLETION DATE	8/1/2019	ICCB CONSTRUCTION CREDIT(\$ (if any)	
ESTIMATED OCCUPANCY DATE	8/15/2019	DEBT ISSUE \$ DATE OF APPROVAL:	
ESTIMATED ANNUAL OPERATING COST	\$		
		OTHER (please specify) \$	860
		TOTAL \$	860

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTED

TABLE 2
FY 2019 SUMMARY OF REQUESTED SPACE AND/OR ACREAGE

PART A **PART B ACREAGE SUMMARY Number of Acres** NET ASSIGNABLE SQUARE FOOTAGE SUMMARY Requested in Budget Year (Land Acquisition) REQUEST FOR NEW REDISTRIBUTION OF NASF SPACE **FACILITIES** 1 Landscaped Ground Net Assignable Space Prior Space After Square Feet (NASF) to Remodeling Remodeling 2 Physical Education and Athletic Fields Space Type FICM Codes Classrooms 110 thru 115 4,200 3 Buildings and Attached Structures 210 thru 255 Laboratory 4 Experimental Plots Office 310 thru 355 80 5 Other Instructional Areas Study 410 thru 455 6 Parking Lots 2/3 acre 160 spaces Special Use 510 thru 590 600 7 Roadways General Use: 8 Pond Retention and Drainage Assembly and Exhibition 610 thru 625 Other General Use 630 thru 685 9 Other (specify) Support Facilities Total Assigned Area 710 thru 765 1,300 Health Care 810 thru 895 Currently Unassigned Unclassified **Total Acres** TOTAL NASF # 6,180 TOTAL GSF* # 9,076

*Gross Square Feet

COMPLETE THE APPLICABLE SECTION-ONE SHEET FOR EACH PROJECT REQUESTED

TABLE 3 FY 2019 BUILDING BUDGET ESTIMATION FORM

District/College Location

ILLINOIS EASTERN COMMUNITY COLLEGES

FRONTIER COMMUNITY COLLEGE

Project Name STUDENT EDUCATION & SUPPORT CENTER

(cost column rounded to the nearest hundred)

		Multiplier			
Space Type	NASF	Factor	GSF	\$/GSF	Cost
input field	input field	input field	formula field	input field	
Office	80		136	294.3	\$40.0
Special Use	600		1080		\$307.2
Classroom	4200	1.5	6300	284.29	\$1,791.0
Supporting Facilities	1300	1.2	1560	265.52	\$414.2
4. December 1997	0400		0070		#0.550.5
1. Base Total	6180		9076		\$2,552.5
2. Added Costs (sum of added cost componer	its identified sep	parately belov	V)		\$153.1 \$153.1
LEED design cost up to 6% of line 1	ation Lovel		(Silver Cold	Diotinum)	\$153.1
Green Building Design/LEED Certification Other added costs:	ation Level		(Silver, Gold,	Platinum)	
Other added costs.					
3. Base Cost	6180		9076		\$2,705.6
					, , , , , , , , , , , , , , , , , , , ,
4. Escalation (estimate of cost increase from	the time of app	ropriation to t	he bid date		78.5
assumes appropriation is rec	eived at July 1,	2018).			
Expected Bid Date: July 1, 2018	Number of Mor	nths to Bid Da	ate:	<u>12</u>	
Annual Percentage (Allowable per an	num inflation) fro	om regional r	ate tables	0.029	
(Enter annual rate as a decir					
(inflation rate and number of months t		-	ourposes of ca	lculating	
estimated costs will be standardized		bid)			
5. Escalated Building Budget (Line 3 plus Li	ne 4)			_	\$2,784.1
6. Faceleted Building Budget					
 Escalated Building Budget Plus 10% Contingency (Line 5 multiple 	iod by 1 10)				\$3,062.5
Flus 10% Contingency (Line 3 martipi	led by 1.10)			_	\$3,002.3
7. Adds:					
a. A/E Fees 0.08 %	(use rate in E4	5 unless iust	ification for an	other rate)	\$245.0
	(,		_	•
b. On-Site Observation					
Number of Months12	Days per Wee	ek4			\$25.0
	- , .			_	
c. Reimbursable Expenses					\$5.0
				_	
d. Art in Architecture					
one-half of one percent	(Multiply Line 6	6 by .005)			\$15.3
e. Other Adds(ADA,	Asbestos, CDB	3% Admin F	ee, etc. spec	ify)	\$87.2
f Cub total Adda (Linea	. 7- 4 7-\				4077. F
f. Sub-total Adds (Lines	s /a through /e)			_	\$377.5
8. Total Building Budget (Line 6 plus Li	ne 7f)				\$3,440.0
c. Total banding badget (Line o plus Li	, ,			_	ψ5,440.0
OTHER:					
Estimate of Annual State Supporte	ed Operations a	nd Maintenar	nce Expense		
	,			-	

Source of Cost Estimate:	ICCB Cost Guidelines
Date of Cost Estimate:	5/25/2017

TABLE 4 FY 2019 MOVEABLE EQUIPMENT LIST

District/College: Illinois Eastern/Frontier Community College Project Name: Student Education and Support Center

(cost column rounded to the nearest dollar--please round the grand total equipment cost to the nearest hundred when you transfer to table 1)

ProgrammaticRoom UseNumber of
UnitCost per
UnitEstimated
UnitsUnitClassificationName of EquipmentUnitsUnitTotal Cost

NONE

Grand Total Equipment Costs (this number should be included on the equipment line of table 1)

COMPLETE ONE SHEET FOR EACH PROJECT REQUESTING MOVEABLE EQUIPMENT

Fiscal Year 2019 Ramp Community College Capital Requests Illinois Eastern/Frontier Community College

PROGRAMMATIC JUSTIFICATION NARRATIVE

DISTRICT/COLLEGE:	Illinois Eastern/Frontier Community College
PROJECT NAME:	Student Education and Support Center

The programmatic justification should clearly describe the project explaining the rationale, the instructional areas affected, and functional relationships between instruction and the project.

Frontier Community College continues to enhance the student's college experience by proposing a Student Education and Support Center. Currently, space is not available for students and student groups to meet, socialize, or study between classes. Advisors and student leaders of campus organizations indicate that, according to students, the greatest need on campus is for this proposed facility. As the campus population increases due to new programs being offered, this need is amplified. In addition, this facility would also make possible a snack bar for students and staff, as well as provide for large classes/seminars/production.

In recent years, the on-campus enrollment of Frontier Community College has increased, while the commitment to off-campus offerings has continued. On-campus growth can partially be contributed to the increase of traditional age (18-19 year olds) college students, due in part to the addition of athletics. The following factors are also influential to the on-campus enrollment:

- 1. The existing significant adult enrollment
- 2. A new vocational program on campus with other vocational programs under development
- 3. An increase in nursing enrollment
- 4. A strong non-credit continuing education program

The climate and culture of Frontier Community College is changing, and the facilities must grow to accommodate the change. As a result, the college is proposing the "Center" to provide space for the following which includes several organizations and clubs:

- 1. Space for students to gather/socialize
- 2. Space for students to study/relax between classes
- 3. Space for faculty and staff to dine, take breaks, and interact with students
- 4. Adequate space for credit and non-credit seminars, classes, and/or productions
- 5. Phi Theta Kappa
- 6. Student Nurse Association
- 7. Student Advantage Network
- 8. Student Senate
- 9. Science Club

- 10. Computer Club
- 11. Christian Student Club
- 12. Automotive Tech Club
- 13. Electrical Distribution Club
- 14. Alpha Delta Nu
- 15. Health Informatics Club

Student space is currently restricted to two small vending areas located within the two main classroom buildings. The socialization process is important to the development of all students and cannot occur if an area is not provided. The new construction will allow for a stand-alone facility with available parking. In addition, this new building will serve as an outreach center to the community to host special events.

Fiscal Year 2019 Ramp Community College Capital Requests Illinois Eastern/Frontier Community College

SCOPE OF WORK NARRATIVE

DISTRICT/COLLEGE: _	Illinois Eastern/Frontier Community College	
PROJECT NAME:	Student Education and Support Center	
FULL NAME OF BUILD	ING (IF REMODELING):	
EXACT LOCATION (IN	CLUDING ADDRESS AND CITY):	
`	ommunity College	
2 Frontier I	• 6	
Fairfield, II		

The Student Education and Support Center will be located directly south of the Richard L. Mason Building parking lot on the campus of Frontier Community College. No land acquisition is required. The Student Education and Support Center would be new construction and consist of 9076 GSF and parking spaces for 120 vehicles. The exterior of the building would be of brick construction on a single level. Interior space would include classrooms and a multi-use area for classes/seminars/productions for both credit and non-credit classes or a banquet/dining area. The following spaces are also included: student organizations; a kitchen with catering; restrooms; office; storage; and mechanical areas.

The Student Center would be connected to existing utilities and college district personnel would complete wiring for voice and data. College maintenance staff would be responsible for landscaping the building.

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

meet autho	beby certify that the Board of Trustees of Illinois Earling in their regular session on June 20, 2017 prized the submission of the attached Fiscal Year 2 act Request.	7,	with a quo	rum present, officially	
•	I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.				
	I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.				
Proj	IECT NAME: Student Education and Support Cente	<u>r</u>			
Proposed Source(s) of Local Funding					
1. 2. 3. 4. 5.	Available Local Fund Balances Protection, Health, and Safety Tax Levy Protection, Health, and Safety Bond Proceeds Other Debt Issue State Certified Construction Credits (remaining from 1987) Other (Please specify) Local Resources TOTAL LOCAL MATCH	(List \$	860,000 860,000	Amount)	
Signe	edChairperson of the Board of Trustees				
Signe	ed Chief Executive Officer of the College District				

Agenda Item #8J

Building and Maintenance Fund Resolution

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Building and Maintenance Fund Resolution

State statute requires that the Board of Trustees approve by a resolution granting authority to budget and expend funds collected from tax revenues for the purpose of operations and maintenance of the district campuses and properties.

The attached resolution authorizes the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes, for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

I ask the Board's approval of the Building and Maintenance Fund Resolution.

TLB/akb

Attachment

BOARD OF TRUSTEES RESOLUTION

BUILDING AND MAINTENANCE FUND

WHEREAS, expenses payable from taxes levied for operations, building and maintenance purposes and for the purchase of school grounds are subject to 110 ILCS 805/3-20.3.

WHEREAS, funds expended for obligations incurred for the improvement, maintenance, repair or benefit of buildings and property, including cost of interior decorating and the installation, improvement, repair, replacement and maintenance of building fixtures, for the rental of buildings and property for community college purposes or for the payment of all premiums for insurance upon buildings and building fixtures shall be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds,

WHEREAS, payment of all salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment, or the cost of a professional survey of the conditions of school building, or any one or more of the preceding items may not be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds without resolution of the Board of Trustees,

SO BE IT RESOLVED, that the Board of Trustees of the Illinois Eastern Community College District No. 529 by resolution authorizes the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes for the payment of salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

ILLINOIS EASTERN COMMUN DISTRICT #529	NITY COLLEGES
	June 20, 2017
Chairman, Board of Trustees	Date
	June 20, 2017
Secretary, Board of Trustees	Date

BY ORDER OF THE BOARD OF TRUSTEES,

Agenda Item #8K

Inter-Funds Loans Resolution

Agenda Item #8K

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Inter-Fund Loans Resolution

During each fiscal year, transfers are required to be made between existing designated funds to meet obligations of the District.

Each fiscal year the Board of Trustees is asked to approve a resolution authorizing these inter-fund loans and transfers. These inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of meeting the ordinary and necessary expenditures of the district.

I ask that the Board adopt the attached resolution which authorizes the Treasurer of the District to make inter-fund loans as required during fiscal year 2018, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2018.

TLB/akb

Attachment

BOARD OF TRUSTEES RESOLUTION INTER-FUND LOANS

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for fiscal year 2018, pursuant to 110 ILCS 805/3-34, and

WHEREAS, these inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the District.

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for fiscal year 2018, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2018.

BY ORDER OF THE BOARD OF TRUSTEES, ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

	June 20, 2017
Chairman, Board of Trustees	Date
	June 20, 2017
Secretary, Board of Trustees	Date

Agenda Item #8L

Working Cash Fund

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Working Cash Fund

The Board of Trustees is required to approve a resolution authorizing the permanent transfer of interest earned on the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District.

The Treasurer of the District has or will transfer approximately \$20,000 from the Working Cash Fund to the General Fund prior to June 30, 2017.

Only interest is transferred and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum.

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately \$20,000 Working Cash Fund interest to the General Fund on or before June 30, 2017.

TLB/akb

Attachment

BOARD OF TRUSTEES RESOLUTION WORKING CASH FUND

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General Fund on or before June 30, 2017;

WHEREAS, the Board of Trustees initiated this transfer pursuant to 110 ILCS 805/3-33.6 for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the district;

WHEREAS, the Board used these funds for aforesaid purposes and no repayment of this money is required;

SO BE IT RESOLVED that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$20,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2017.

BY ORDER OF THE BOARD OF TRUSTEES, ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

	June 20, 2017
Chairman, Board of Trustees	Date
	June 20, 2017
Secretary Board of Trustees	Date

Agenda Item #8M

Affiliation Agreement with Oakview Heights - Basic Nurse Assistant

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: June 20, 2017

RE: Affiliation Agreement - Oakview Heights Continuous Care & Rehab.

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 an affiliation agreement Oakview Heights Continuous Care & Rehabilitation in Mt. Carmel. This agreement is for Wabash Valley College's Basic Nurse Assistant Program.

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 WABASH VALLEY COLLEGE BASIC NURSE ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>25th</u> day of <u>May</u>, 2017, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/WABASH VALLEY COLLEGE, for its Basic Nurse Assistant Program (hereinafter referred to as the COLLEGE) and <u>Oakview Heights Continuous Care & Rehabilitation, Mt. Carmel, IL</u> (hereinafter referred to as AGENCY).

[Identify Above: Agency, City, and State]

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the certified nurse assistant students of the COLLEGE 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 certified nurse assistants for observation and participation by the students and faculty of the COLLEGE'S Basic Nurse Assistant Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of Instruction on behalf of Wabash Valley College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
- 3. The AGENCY will be responsible for the supervision and guidance of the students in the certified nurse assistant laboratory practice, and will be available to the Basic Nurse Assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Basic Nurse Assistant Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the Basic Nurse Assistant students during their laboratory experience in the AGENCY.

- 4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of certified nurse assistant services and safeguard of clients served by students. The AGENCY personnel will retain full and final decisions for client care assigned to Basic Nurse Assistant students.
- 5. 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.

Basic Nurse Assistant students assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

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

Prior to the use of any AGENCY facilities, under the contemplated program, the COLLEGE will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the health requirements required by the AGENCY.

The students are responsible for health care costs related to student injury or illness occurring in the agency.

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss a student from the COLLEGE Basic Nurse Assistant program.

To the extent permitted by applicable law and without waiving any defenses, the COLLEGE shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees, incurred by the COLLEGE in defending or compromising actions

brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

- 6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
- 7. The COLLEGE will provide orientation to the educational program for the AGENCY staff.
- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Basic Nurse Assistant students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

	F, the undersigned signatures have caused this instrument to be rized officials the day of
AGENCY	WABASH VALLEY COLLEGE
Agency Director	College Dean
Agency Administrator	College President
psq:5/13/14	Chairman, Board of Trustees Illinois Eastern Community Colleges

Agenda Item #9

Bid Committee Report

None

Agenda Item #10

District Finance

A. Financial Report B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

TREASURER'S REPORT May 31, 2017

FUND	BALANCE
Educational	\$3,862,792.55
Operations & Maintenance	\$921,597.26
Operations & Maintenance (Restricted)	\$18,601.20
Bond & Interest	\$680,700.36
Auxiliary	\$433,550.72
Restricted Purposes	\$58,006.10
Working Cash	\$212,814.31
Trust & Agency	\$541,601.14
Audit	(\$785.35)
Liability, Protection & Settlement	\$623,179.70
TOTAL ALL FUNDS	\$7,352,057.99

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Balance Sheet - All Funds May 31, 2017

ALL FUNDS

Fiscal	
, 252 250	
7,352,058	
21,400	
12,500 3,590,000	
3,598,980	
_	
509,653	
457,507	
,542,098	
040.070	
219,070	
133,805	
-	
- 3,606,979	
421,866	
,381,720	
,001,120	
2,672,728	
5,028,376	
,365,874	
2,093,400	
5,160,378	
),542,098	
2	

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets AS OF May 31, 2017

ALL FUNDS

ALL FUNDS	
	FY 2017
	YEAR-TO-DATE
REVENUES:	
LOCAL GOVT SOURCES	13,381,729
STATE GOVT SOURCES	5,449,943
STUDENT TUITION & FEES	14,234,867
SALES & SERVICE FEES	3,235,922
FACILITIES REVENUE	11,893
INVESTMENT REVENUE	171,596
OTHER REVENUES	193,645
TOTAL REVENUES:	36,679,595
EXPENDITURES:	
INSTRUCTION	10,579,692
ACADEMIC SUPPORT	429,641
STUDENT SERVICES	1,402,811
PUBLIC SERV/CONT ED	4,235
OPER & MAINT PLANT	2,663,707
INSTITUTIONAL SUPPORT	7,761,468
SCH/STUDENT GRNT/WAIVERS	7,033,956
AUXILIARY SERVICES	4,959,066
TOTAL EXPENDITURES:	34,834,576
TRANSFERS AMONG FUNDS:	
INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0
NET INCREASE/DECREASE IN NET ASSETS	1,845,019

Illinois Eastern Community Colleges Operating Fund Analysis CASH BASIS

July 1, 2016 -- May 31, 2017

REVENUES:	Education Fund	O & M Fund	Total Operating Funds
Local Government Sources	2,975,588	1,259,906	4,235,494
State Government Sources - Current Year	5,449,943	-	5,449,943
State Government Sources - Prior Year	-	-	-
Net Tuition and Fees	5,715,196	1,043,050	6,758,246
Sales & Service Fees	43,189	-	43,189
Facilities Revenue	-	10,528	10,528
Investment Revenue	78,648	19,418	98,066
Other Revenues	142,951	2,930	145,881
TOTAL REVENUES:	14,405,515	2,335,832	16,741,347
EXPENDITURES:			
Salaries	13,117,514	773,802	13,891,316
Employee Benefits	2,139,958	192,062	2,332,020
Contractual Services	501,573	298,749	800,322
Materials	736,504	192,854	929,358
Travel & Staff Development	157,178	2,913	160,091
Fixed Charges	105,343	17,499	122,842
Utilities	61,361	1,065,593	1,126,954
Capital Outlay	124,563	41,087	165,650
Other	113,587	70	113,657
TOTAL EXPENDITURES:	17,057,581	2,584,629	19,642,210
TRANSFERS: Interfund Transfers TOTAL TRANSFERS:	(1,317,348) (1,317,348)		(1,317,348) (1,317,348)
NET INCREASE / (DECREASE)	(3,969,414)	(248,797)	(4,218,211)

OPERATING FUNDS COMPARISON REPORT FY15-17

		FIS Anticipated	CAL YEAR 201: Spent Thru	5	FIS Anticipated	_	YEAR 2016	6	F Anticipated	ISCA	L YEAR 2017		
College	Category	Budget	May	% of Bdgt	Budget		May	% of Bdgt	Budget	Sp	ent Thru May	% of Bdgt	% of Year
Frontier	Bills		\$ 1,517,703			\$	1,448,201			\$	1,591,068		
	Payroll		1,909,429			Ψ	1,977,512			*	1,965,139		
	Totals	\$ 4,283,530	3,427,132	80%	\$ 4,230,407		3,425,713		\$ 4,089,274	ļ	3,556,207	87%	92%
Lincoln Trail	Bills		1,715,500				1,621,349				1,644,873		
	Payroll		2,158,119				2,160,042				1,973,620		
	Totals	\$ 4,540,934	3,873,619	85%	\$ 4,505,520		3,781,391	84%	\$ 4,198,705	5	3,618,493	86%	92%
Olney Central	Bills		2,175,204				2,085,595				1,956,256		
•	Payroll		4,400,882				4,342,978				4,118,879		
	Totals	\$ 7,866,901	6,576,086	84%	\$ 7,696,886		6,428,573	84%	\$ 7,158,163	3	6,075,135	85%	92%
Wabash Valley	Bills		2,463,046				2,529,236				2,635,721		
-	Payroll		2,910,728				2,977,597				2,896,381		
	Totals	\$ 6,111,313	5,373,774	88%	\$ 6,176,922		5,506,833	89%	\$ 6,124,837	•	5,532,102	90%	92%
Workforce Educ.	Bills		3,298,434				3,371,005				3,300,614		
	Payroll		1,438,306				1,341,848				1,252,950		
	Totals	\$ 5,577,344	4,736,740	85%	\$ 5,467,706		4,712,853	86%	\$ 5,106,047	•	4,553,564	89%	92%
District Office	Bills		288,855				294,657				271,572		
	Payroll		901,577				944,802				947,006		
	Totals	\$ 1,318,178	1,190,432	90%	\$ 1,351,446		1,239,459	92%	\$ 1,349,414		1,218,578	90%	92%
District Wide	Bills		1,774,198				1,430,975				1,384,746		
	Payroll		806,218				903,445				737,341		
	Totals	\$ 2,791,650	2,580,416	92%	\$ 2,771,726		2,334,420	84%	\$ 2,339,438	3	2,122,087	91%	92%
GRAND TOTALS	}	\$32,489,850	\$ 27,758,199	85%	\$32,200,613	\$	27,429,242	85%	\$30,365,878	}	\$26,676,166	88%	92%

ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report May 31, 2017

					Increase
	FY 20	117	FY 20	(Decrease)	
		% of		% of	
	Amount	Total	Amount	Total	
Salaries	13,891,316	52.07%	14,648,224	53.40%	(756,908)
Employee Benefits	2,332,020	8.74%	2,365,523	8.62%	(33,503)
Contractual Services	800,322	3.00%	754,655	2.75%	45,667
Materials	929,358	3.48%	1,033,314	3.77%	(103,956)
Travel & Staff Development	160,091	0.60%	202,319	0.74%	(42,228)
Fixed Charges	122,842	0.46%	151,515	0.55%	(28,673)
Utilities	1,126,954	4.22%	1,027,361	3.75%	99,593
Capital Outlay	165,650	0.62%	153,253	0.56%	12,397
Other	7,147,613	26.79%	7,093,078	25.86%	54,535
	26,676,166	100.00%	27,429,242	100.00%	(753,076)

Agenda Item #11 Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

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

Agenda Item #14 Approval of Personnel Report

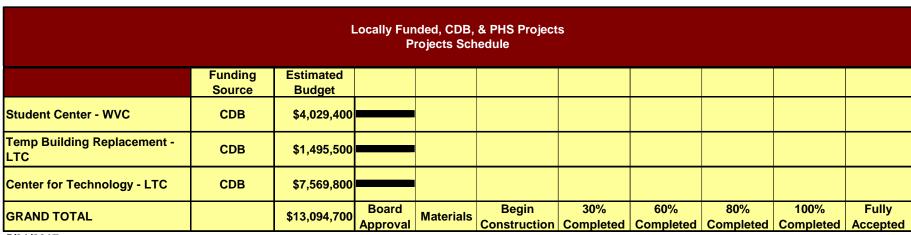
Agenda Item #15

Collective Bargaining

Agenda Item #16 Litigation

Agenda Item #17 Other Items

Agenda Item #18 Adjournment



5/31/2017