

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

April 21, 2020



Location:

**Via Zoom Meeting
(Web Based Video Conferencing)**

<https://zoom.us/j/194462930>

Meeting ID: 194 462 930

Dial in Number: 1 312 626 6799

Meeting – 7:00 p.m.

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**

April 21, 2020

7:00 p.m.

Via Zoom Meeting

(Web Based Video Conferencing)

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Meeting ID: 194 462 930

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1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes Interim CEO Holt
3. Seating of Student Trustee..... Fischer
4. Roll Call..... Fischer
5. Recognition of Visitors and Guests Holt
 - A. Visitors and Guests
 - B. IECEA Representative
6. Public Comment
7. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
8. Policy First Reading (and Possible Approval) Holt
 - A. Policy Revision Leave and Benefit (400.4)..... Hawkins
 - B. Policy Revision FMLA (400.20)..... Hawkins
 - C. Policy Revision Vacation Policy (400.12)..... Hawkins
9. Policy Second Reading Holt
 - A. Policy to Address a Complaint (100.16)..... Martin

- 10. Staff Recommendations for Approval
 - A. Intent to Pay Due to COVID-19.....Hawkins
 - B. Online /Hybrid Fee Hawkins
 - C. Activity Fee Allocations for FY21 Hawkins
 - D. Incomplete Grades IECC Catalog..... Martin
 - E. Pass/Fail Option.....Martin
 - F. Program Articulation Agreement between IECC and SIU.....Martin
 - G. Identity Theft Prevention ProceduresMartin
 - H. Affiliation Agreements..... Holt
 - 1. Crawford Memorial Hospital
 - 2. Clay County Hospital
 - 3. Jasper County Health Department
 - 4. Sikorski Chiropractic, Robinson, IL
 - I. Presidents’ Contracts..... Holt
- 11. Bid Committee Report..... Holt
- 12. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
- 13. Chief Executive Officer’s Report..... Holt
- 14. Executive Session..... Holt
- 15. Approval of Executive Session Minutes
- 16. Approval of Personnel Report Holt
- 17. Collective Bargaining..... Holt
- 18. Litigation Holt
- 19. Other ItemsFischer
- 20. Adjournment.....Fischer

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held at Lincoln Trail College, Tuesday, March 17, 2020.

AGENDA #1 – “Call to Order & Roll Call” – Chairman Dr. G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed Acting Board Secretary, Alda Ingram, to call the roll. The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: Trustee Gary Carter, and Trustee Brenda Culver

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, with two board members attending by video remote locations at Illinois Eastern Community Colleges District Office Board Room, 233 E. Chestnut Street, Olney, IL and at Frontier Community College, 2 Frontier Drive, Fairfield, IL:

John D. Brooks, Gary Carter (Frontier Community College), Brenda K. Culver, (IECC Office Board Room) Dr. G. Andrew Fischer, Alan Henager, Jan Ridgely, Barbara Shimer. Also present was Corey Hall, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Marilyn Holt, Interim Chief Executive Officer.

Jay Edgren, President of Frontier Community College (Frontier Community College)

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College. (IECC Office Board Room)

Tara Buerster, Director of Human Resources. (telecommunication)

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Finance Officer/Treasurer.

Holly Martin, Chief Academic Officer.

Alda Ingram, Assistant to CEO/Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held February 18, 2020 were presented for disposition.

Board Action to Approve Minutes: Trustee Alan 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 “Nay.” The voice vote was taken, and the Chair declared the “Ayes” have it and the motion carried.

AGENDA #3 – Appoint Acting Secretary – Alda Ingram was introduced by CEO Marilyn Holt. Student Trustee Corey Hall made a motion to approve Alda Ingram as Acting Secretary to the Board of Trustees. Trustee Barbara Shimer seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken, and the Chair declared the “Ayes” have it and the motion carried.

AGENDA #4 – “Recognition of Student Trustee Corey Hall – Chairman Dr. G. Andrew Fischer presented Corey Hall with a plaque of appreciation for his service to the Board of Trustees, all agreeing that Corey had done an outstanding job in his role as Student Trustee.

AGENDA #5 - Visitors & Guests:

AGENDA #5-A - Visitors & Guests: Visitors and guests present were recognized.

AGENDA #5-B - IECEA Representative: Rob Mason was in attendance and remarked that he was thankful for support received from the administration, technology employees, Board of Trustees and others of the changes that are happening regarding the COVID 19 Virus, as information is changing quickly.

AGENDA #6 – “Public Comment” – None.

AGENDA #7 – “Reports” –

#7-A. Report from Trustees: None.

#7-B. Report from Presidents: Electronic reports were presented from each of the colleges. Individual Presidents updated the Board on their challenges and changes regarding the COVID-19 Virus, as well as status of grant progress.

#7-C. Report from Cabinet: None.

AGENDA #8 – “Policy First Readings (and Possible Approval)” –

AGENDA #8-A Policy 100.6 – Dr. Holly Martin presented Policy 100.6-Address a Complaint, and requested that it be presented, with changes, for second reading and approval at the April 21, 2020 Board of Trustees Meeting.

AGENDA #8-B Policy 400.4 – Policy 400.4 – Human Resources – Leave and Benefits was presented by Tara Buerster (telecommunication) and recommended for approval.

Board Action to Approve Amended Policy 400.4: Trustee Jan Ridgely made a motion to approve Policy 400.4 Human Resources – Leaves and Benefits, with an amendment that stated that the policy would expire June 31, 2020. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Alan Henager, Jan Ridgely, Barbara Shimer, John Brooks, Gary Carter, Brenda Culver, Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. Having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Policy Second Readings” – None.

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

#10-A. Dual Credit Agreements between IECC and High School Districts: Dual Credit Agreements between IECC and High School Districts were presented by Dr. Holly Martin. The Agreement, which is applicable to all High School Districts, can be found in the Board Agenda.

Board Action: Trustee Alan Henager made a motion to approve the Dual Credit Agreements between IECC and High School Districts as presented. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Dr. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. Having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#10-B. Resolution Providing for the Issue of General Obligation Community College Bonds, Series 2020: The Chairman announced that a proposal had been received and presented by Ryan Hawkins, CFO, for purchase of \$3,850,000 protection, health and safety bonds to be issued by the District pursuant to Article 3A of the Public Community College Act, and that the Board of Trustees would consider the adoption of a resolution providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The pertinent terms of said proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

Board Action: Trustee Jan Ridgely made a motion to approve the Resolution Providing for the Issue of \$3,850,000 General Obligation Community College Bonds, Series 2020, of Community College District No.529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof. Trustee Alan Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Gary Carter, John Brooks, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Dr. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. Having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: March 17, 2020

RE: Approval of Series 2020 General Obligation Community College Bonds

The District has now met all legal requirements for the issuance of \$3,850,000 in General Obligation (tax-exempt) Community College Bonds. On January 21, 2020, the Board Chairman called a public hearing concerning the intent of the board to issue Funding Bonds and PHS Bonds. The Board conducted a public hearing concerning such issuance on February 18, 2020. The proceeds of this issuance will be used for protection, health, and safety projects around the district.

If the Board were to issue the bonds in the amounts approved, the bond underwriters have prepared a document showing the estimated amounts of principal and interest due on the Bonds from 12/1/21 through 12/1/23.

\$3,850,000 Tax-Exempt General Obligation Bonds at a Net Interest Cost of \$2.7616%:

	<u>Principal Due</u>	<u>Interest Due</u>	<u>Levy Amount</u>	<u>Prior Levies</u>	<u>Total Levies</u>
12/1/2020	\$ -	\$ -	\$ 995,364	\$ 729,300	\$ 1,724,664
12/1/2021	\$ 780,000	\$ 172,320	\$ 1,802,163	\$ -	\$ 1,802,163
6/1/2022	\$ -	\$ 43,044	\$ -	\$ -	\$ -
12/1/2022	\$ 1,740,000	\$ 43,044	\$ 1,349,119	\$ -	\$ 1,349,119
6/1/2023	\$ -	\$ 19,119	\$ -	\$ -	\$ -
12/1/2023	\$ 1,330,000	\$ 19,119	\$ -	\$ -	\$ -
TOTALS	\$ 3,850,000	\$ 296,646			

Recent Tax Levy History (Bonds Only):

2018 (actual)	13.49 cents per \$100 EAV
2019 (estimated)	13.56 cents per \$100 EAV
2020 (est. – with this issuance)	11.10 cents per \$100 EAV
2021 (est. – with this issuance)	11.60 cents per \$100 EAV
2022 (est. – with this issuance)	8.68 cents per \$100 EAV

The interest rate is based upon best market estimates and will be subject to final bond sale interest rates. It is not anticipated that the final rate of interest will be substantially different than the rate projected. The interest rates reflected include expenses of bond counsel, legal opinion, bond printing, reports of underwriters, implementation services, bond clearing expenses and other costs of the issuance. The tax levies are based upon existing known Equalized Assessed Valuation (EAV) and does not project any growth in EAV. If there were to be any growth in the EAV, the rate per \$100 would be lower than shown.

The resolution which follows authorizing the issuance of the General Obligation Community College Bonds is a draft and includes several blank items. The table above supplies much of the information that will be inserted in the blanks.

I ask the Board's approval of the final resolution authorizing the issuance of \$3,850,000 General Obligation Community College Bonds, Series 2020.

MH/akb

Attachment

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District's physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

* * *

WHEREAS, the Board of Trustees (the "*Board*") of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), has heretofore determined and does hereby determine that for the protection, health and safety of District students, employees or visitors it is necessary for energy conservation, health and safety, environmental protection and handicapped accessibility purposes that its physical facilities be altered or repaired as set forth in the certified estimates of a duly licensed architect or engineer (the "*Project*"); and

WHEREAS, the Board directs that the Project be undertaken, hereby approves the respective estimate for each such item, and determines that such alterations and repairs for energy conservation, health or safety, environmental protection or handicapped accessibility purposes will be made with funds not necessary for the completion of approved and recommended projects for fire prevention and safety; and

WHEREAS, it is hereby determined that there are not sufficient funds available in the operations and maintenance fund of the District to make such alterations or repairs as determined necessary for energy conservation, health and safety, environmental protection and handicapped accessibility purposes by the Board; and

WHEREAS, the Board hereby finds that it is authorized at this time to issue bonds in the aggregate amount of \$3,850,000 for the Project as set forth in said certified estimates of a duly licensed architect or engineer; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Chairman of the Board, on the 21st day of January, 2020, executed an Order calling a public hearing (the "*Hearing*") for the 18th day of February, 2020, concerning the intent of the Board to sell said bonds; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Olney Daily Mail*, the same being a newspaper of general circulation in the District, and (ii) by posting at least 96 hours before the Hearing a copy of said notice at the principal office of the Board, which notice was continuously available for public review during the entire 96-hour period preceding the Hearing; and

WHEREAS, the Hearing was held on the 18th day of February 2020, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 18th day of February, 2020; and

WHEREAS, it is necessary and in the best interests of the District to issue bonds in the amount of \$3,850,000:

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

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

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$3,850,000 upon the credit of the District and as evidence

of such indebtedness to issue the bonds of the District in said amount, the proceeds of said bonds to be used for the Project, and it is necessary and for the best interests of the District that there be issued at this time \$3,850,000 of said bonds.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the District the sum of \$3,850,000 for the purpose aforesaid; and that bonds of the District (the “*Bonds*”) shall be issued in two series and shall be designated “General Obligation Community College Bonds, Series 2020A” (the “*Series 2020A Bonds*”) in the amount of \$1,925,000, and “General Obligation Community College Bonds, Series 2020B” (the “*Series 2020B Bonds*” and, together with the Series 2020A Bonds, the “*Bonds*”) in the amount of \$1,925,000. The Bonds shall be dated April 8, 2020, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$350,000 each and authorized integral multiples of \$5,000 in excess thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (without option of prior redemption) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

THE SERIES 2020A BONDS

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2021	\$390,000	2.375%
2022	870,000	2.750%
2023	665,000	2.875%

THE SERIES 2020B BONDS

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2021	\$390,000	2.375%
2022	870,000	2.750%
2023	665,000	2.875%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2021. Interest on each Bond shall be paid by check or draft of the Treasurer of the District (the “*Bond Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Chairman and Secretary of the Board, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer of the Board, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such

Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

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

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

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully

registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

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

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

Section 5. Form of Bond. The Bonds shall be in substantially the following form; *provided, however*, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [9] shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
State of Illinois**

**Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper,
Lawrence, Wabash, Wayne and White**

Community College District No. 529

General Obligation Community College Bond, Series 2020[A][B]

See Reverse Side for
Additional Provisions

Interest
Rate: _____%

Maturity
Date: December 1, 20__

Dated
Date: April 8, 2020

Registered Owner: [First National Bank in Olney] [Fairfield National Investments, Inc.]

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2021, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of the Treasurer of the District, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall

be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

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

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

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

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

of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

SPECIMEN

Chairman, Board of Trustees

SPECIMEN

Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN

Treasurer, Board of Trustees

Date of Authentication: April 8, 2020

CERTIFICATE

OF

AUTHENTICATION

Bond Registrar and Paying Agent:

Treasurer, Board of Trustees

Community College District No. 529,

Counties of Richland, Clark, Clay,
Crawford, Cumberland, Edwards, Hamilton,
Jasper, Lawrence, Wabash, Wayne and
White and State of Illinois

This Bond is one of the Bonds described in the within mentioned resolution and is one of the General Obligation Community College Bonds, Series 2020[A][B], of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

TREASURER, BOARD OF TRUSTEES,
as Bond Registrar

By

SPECIMEN

Treasurer, Board of Trustees

[FORM OF BOND - REVERSE SIDE]
Community College District No. 529

**Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper,
Lawrence, Wabash, Wayne and White and State of Illinois**

General Obligation Community College Bond, Series 2020[A][B]

[6] This Bond is one of a series of bonds issued by the District for the purpose of altering and repairing the existing physical facilities of the District known as the Illinois Eastern Community College for the protection, health and safety of District students, employees or visitors, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by said Board of Trustees by resolutions duly and properly adopted for that purpose, in all respects as provided by law.

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

[8] The Bonds are issued in fully registered form in the denomination of \$350,000 each and authorized integral multiples of \$5,000 in excess thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Bond Registrar shall not be required to transfer or exchange any Bond during the period

beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

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

(Assignment)

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

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

Dated: _____

Signature guaranteed: _____

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

Section 6. Sale of Bonds. The Series 2020A Bonds hereby authorized shall be executed as in this Resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Board, and be by said Treasurer delivered to First National Bank in Olney, Olney, Illinois (the “*Series 2020A Purchaser*”), upon receipt of the purchase price therefor, the same being \$1,987,399.30; the Series 2020B Bonds hereby authorized shall be executed as in this Resolution provided as soon after the passage hereof as may be, and thereupon

be deposited with the Treasurer of the Board, and be by said Treasurer delivered to Fairfield National Investments, Inc., Henderson, Nevada (the "*Series 2020B Purchaser*" and, together with the Series 2020A Purchaser, the "*Purchasers*"), upon receipt of the purchase price therefor, the same being \$1,987,399.30; the contracts for the sale of the Bonds heretofore entered into (the "*Purchase Contracts*") are in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contracts are in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contracts; and the Bonds before being issued shall be registered, numbered and countersigned by said Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The execution and delivery of any Term Sheet relating to the Bonds (the "*Term Sheet*") is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contracts, this Resolution, the Term Sheet and the Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding,

in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the District, the following direct annual tax, to-wit:

FOR THE SERIES 2020A BONDS

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2020	\$497,681.91 for interest and principal up to and including June 1, 2022
2021	\$901,081.26 for interest and principal
2022	\$674,559.38 for interest and principal

FOR THE SERIES 2020B BONDS

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2020	\$497,681.91 for interest and principal up to and including June 1, 2022
2021	\$901,081.26 for interest and principal
2022	\$674,559.38 for interest and principal

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected

as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

Section 8. Filing of Resolution. Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the County Clerks of The Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois (the “*County Clerks*”), and it shall be the duty of the County Clerks to annually in and for each of the years 2020 to 2022, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for community college purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general educational purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund of 2020” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this resolution shall also be filed with the Treasurer of the Board.

Section 9. Use of Bond Proceeds. The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in strict compliance with all the requirements of the Act. The principal proceeds of the Bonds and any premium received on the delivery of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs is hereby ordered deposited into the Protection, Health and Safety Fund of the District. At the time of the issuance

of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the District from the proceeds of the Bonds.

Section 10. Non-Arbitrage and Tax-Exemption. The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the District responsible for issuing the Bonds, the same being the Chairman, Secretary and Treasurer of the Board, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their

officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 11. Designation of Issue. The District hereby designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 12. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 13. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman and Secretary of the Board are authorized to execute the Bond Registrar’s standard form of agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

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

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

Section 14. Record-Keeping Policy and Post-Issuance Compliance Matters. On January 20, 2015, the Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

Section 15. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 16. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted March 17, 2020.

Chairman, Board of Trustees

Secretary, Board of Trustees

Trustee Jan Ridgley moved, and Trustee Alan Henager seconded the motion that said resolution as presented and read by title be adopted.

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

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

The following Trustees voted NAY: None

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

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

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

Secretary, Board of Trustees

STATE OF ILLINOIS)

) SS

COUNTY OF RICHLAND)

Certification of Minutes and Resolution

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 17th day of March 2020, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 17th day of March 2020.

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Richland, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of Richland, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CLARK)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Clark, Illinois, and as such official I do further certify that on the ____ day of _____ 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____ 2020.

County Clerk of The County of Clark Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CLAY)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Clay, Illinois, and as such official I do further certify that on the ____ day of _____ 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____ 2020.

County Clerk of The County of Clay, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CRAWFORD)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Crawford, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of Crawford, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CUMBERLAND)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cumberland, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of Cumberland,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF EDWARDS)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Edwards, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of Edwards, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF HAMILTON)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Hamilton, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of Hamilton, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF JASPER)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Jasper, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of Jasper, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAWRENCE)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Lawrence, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of Lawrence, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WABASH)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Wabash, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of Wabash, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WAYNE)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Wayne, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of Wayne, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WHITE)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of White, Illinois, and as such official I do further certify that on the ____ day of _____2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 17th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____2020.

County Clerk of The County of White, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “Board”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and as such official I do further certify that on the 17th day of March, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$1,925,000 General Obligation Community College Bonds, Series 2020A, and \$1,925,000 General Obligation Community College Bonds, Series 2020B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of altering and repairing the District’s physical facilities for energy conservation, health or safety, environmental protection or handicap accessibility purposes, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board on the 17th day of March 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 17th day of March 2020.

Treasurer, Board of Trustees

#10C. Tax Abatement Resolution – Ryan Hawkins presented the Tax Abatement Resolution from Robinson-Crawford Enterprise Zone. Mr. Hawkins explained that the renewed enterprise zone encompasses much of the previous geographic region of the original zone. The Resolution calls for the abatement of 100% of the taxes for a period of five years from the first year in which improvements are fully assessed and is limited to the terms of the Robinson Crawford Enterprise Zone.

Board Action: Trustee John Brooks made a motion to approve the Tax Abatement Resolution Robinson-Crawford Enterprise Zone as presented. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Brenda Culver, John Brooks, Gary Carter, Al Henager, Jan Ridgely, Barbara Shimer Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#10-D Van Lease Agreement: Ryan Hawkins presented the Lease with Option to Purchase Agreement between Lincoln Trail College Foundation, Robinson, IL (Lessor) and Illinois Eastern Community Colleges, Olney, IL (Lessee) for a 2018 Chevrolet Express 350 Passenger LT Van for a total lease amount, including interest of \$23,425.09, with the option of purchasing the van for \$1.00 with the final payment.

Board Action: Trustee Al Henager made a motion to approve the Van Lease Agreement as presented. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Al Henager, John Brooks, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#10-E. Recommendation for IECC Chancellor: Marilyn Holt, Interim CEO, stated that the IECC Board of Trustees conducted a National Search for the Chancellor of the IECC District in the Fall of 2019. A Search Committee was appointed, faculty and staff as well as community members were interviewed, policy and procedures were determined, the position was announced, applications were received, and interviews were held. After careful consideration, it is the recommendation of Marilyn Holt, Interim IECC CEO, that Dr. Ryan Gower serve as the Chancellor of Illinois Eastern Community Colleges, effective May 11, 2020.

Board Action: Trustee John Brooks made a motion to accept the recommendation of Marilyn Holt to approve Dr. Ryan Gower as Chancellor of Illinois Eastern Community Colleges, effective May 11, 2020. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Jan Ridgely, John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Bid Committee Report” – The following bid committee reports were presented for approval:

#11-A – TRIO Travel Bid - Upward Bound 2020 Educational Trip

TO: Board of Trustees
FROM: Bid Committee
DATE: March 17, 2020
RE: TRIO Upward Bound 2020 Educational Trip

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

The Bid Committee recommends acceptance of the bid received from Brightspark Travel for a total of \$69,864.

Company	Total Bid
Big Country Tours St. Ignace, MI	\$85,840
Brightspark Travel Chicago, IL	\$69,864
Gerber Tours Woodbury, NY	\$52,742
Good News Travels Greenville, SC	\$82,650 – 3 buses \$67,830 – 2 buses

Respectfully submitted,

Ryan Hawkins, Marilyn Holt, Alda Ingram

Department: TRIO Upward Bound.

Source of Funds: The TRIO Upward Bound programs are 100% federally funded through three grants by the U.S. Department of Education for \$349,742, \$301,913 and \$287,537. Bid award is subject to approval by Illinois Eastern Community Colleges.

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

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

Specifications for: TRIO Upward Bound Educational Trip 2020

Illinois Eastern Community College District #529

and TRIO Upward Bound

Award #P047A170026, #P047A170027 & #P047A171211

Please bid one "all-inclusive" price for entire trip, which would include all amenities, activities, transportation, etc., for items listed in these specifications.

Trip to: Branson, Missouri.

Depart from: Olney Central College, 1091 West Parker Street, Olney, IL 62450 – Tuesday, July 7, 2020.

Return to: Olney Central College, 1091 West Parker Street, Olney, IL 62450 – Friday, July 10, 2020.

Accommodations: Up to 105 students (quad occupancy) with two (2) queen beds (students). Up to 11 staff (double occupancy) with two (2) queen beds (staff). (All rooms are to be located together as hotel allows).

Activities/attractions must reflect a minimum of the following:

- Titanic
- Pasghetti's
- Cavern Tour/White Water Rafting/Table Rock State Park Beach – Hiking
- Ripley's Believe It or Not
- Tanger Outlet
- Legends in Concert
- Dixie Stampede
- Branson Landing
-

College visits: Must have 1 – 2 University tours during the course of the trip. College of the Ozarks (preferred).

Transportation: Charter buses for up to 120 passengers, TV/DVD on each motor coach, Wi-Fi included.

Lodging: Three (3) night's stay in Branson, MO. (Hotel must have breakfast available to accommodate our group. (No outside door access or adjoining guest rooms)).

Meals all included in price: Meal allowances are acceptable, no less than \$15.00 per person/per meal. However, there must be at least one (1) group meal each day. All meals must be included.

Security: Security guards on each floor where student rooms are located, in addition to 24-hour emergency service.

Tour guides: Two (2) professional tour guide directors/day.

Additional services: Planning and booking of activities

- Bags for participants optional
- Emergency tags/lanyards with 24-hour service contact information optional
- Health & accident insurance is required (per participant)
- Liability insurance is required
- Trip resource manual
- Trip delay protection
- \$1 million trip protection plan
- Bus drivers' and tour guides' rooms plus daily per diem and incidentals should be included in bid price
- All taxes and gratuities should be included in the bid price

THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

Please submit one "all-inclusive" price for all amenities/activities in the proceeding specifications.

Bid Form (Award #P047A170026, #P047A170027 & #P047A171211)

TOTAL BID \$ _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

The TRIO Upward Bound programs are 100% federally funded through three grants by the U.S. Department of Education for \$349,742, \$301,913 and \$287,537. Bid award is subject to approval by Illinois Eastern Community Colleges.

#11-A – TRIO Travel Bid - Upward Bound Educational Trip

Board Action: Trustee John Brooks made a motion to approve the TRIO Travel Bid as presented. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Barbara Shimer, Al Henager, John Brooks, Gary Carter, Brenda Culver, Jan Ridgely, Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

11-B. – FCC Title III Mason Hall Medical Lab Remodel

TO: Board of Trustees

FROM: Bid Committee

DATE: March 17, 2020

RE: FCC Mason Hall Medical Lab Remodel

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

The Bid Committee recommends acceptance of the bid received from Evrard Company Incorporated for a total of \$61,559.

Company	Total Bid
Evrard Company Incorporated Marion, IL	\$61,559
John Flach Builders Teutopolis, IL	\$68,500

Respectfully submitted,

Ryan Hawkins, Marilyn Holt, Alda Ingram

Department: Frontier Community College – Title III.

Source of Funds: This project is funded by the U.S. Department of Education through a Title III grant awarded to Frontier Community College.

Rationale for Purchase: The proposal from Evrard Company Incorporated meets the specifications required in the bid at the most cost-effective price in conformity with bid specifications.

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

Bid Information

Notice is hereby given that sealed bids for the Frontier Community College Mason Hall Medical Lab Remodel, 2 Frontier Drive, Fairfield, IL for Illinois Eastern Community Colleges District 529, 233 E. Chestnut Street, Olney, IL, shall be received at Illinois Eastern Community Colleges District 529, 233 E. Chestnut Street, Olney, IL until 2:00 p.m. local time, on Tuesday, March 10, 2020, and then publicly opened. The IECC Board of Trustees reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

Lump Sum Bids will be received for the following: Contract No. 1: Complete Construction.

#11-B – FCC Title III Mason Hall Medical Lab Remodel

Board Action: Trustee Gary Carter made a motion to approve the FCC Title III Mason Hall Medical Lab Remodel Bid as presented. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Barbara Shimer, Al Henager, John Brooks, Gary Carter, Brenda Culver, Jan Ridgely, Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#11-C. – OCC/WVC Roof Replacement

TO: Board of Trustees
FROM: Bid Committee
DATE: March 17, 2020
RE: OCC & WVC Roof Replacement

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

The Bid Committee recommends acceptance of the bid received from Joiner Sheet Metal-Roofing for a total of \$750,000.

Company	Total Bid
D. E. Martin Roofing Lebanon, IL	\$787,935
Industrial Services of Illinois Mattoon, IL	\$928,000
Joiner Sheet Metal-Roofing Highland, IL	\$750,000

Respectfully submitted, Ryan Hawkins, Marilyn Holt, Alda Ingram

Department: IECC – PHS 2020 Projects.

Source of Funds: Series 2020 PHS Bonds.

Rationale for Purchase: The proposal from Joiner Sheet Metal-Roofing meets the specifications required in the bid at the most cost-effective price in conformity with bid specifications.

The “Advertisement for Bids” was placed in the Olney Daily Mail for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Bid Information

Notice is hereby given that sealed bids for the

Olney Central College

Wattleworth Hall Roof Replacement

305 North West Street

Olney, IL 62450-1099

and

Wabash Valley College

Spencer Sports Center Roof Replacement

2200 College Drive

Mt. Carmel, IL 62863-2699

shall be received at Illinois Eastern Community Colleges District 529, 233 E. Chestnut Street, Olney, IL until 2:30 p.m. local time, on Tuesday, March 10, 2020, and then publicly opened. The IECC Board of Trustees reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

Lump Sum Bids will be received for the following: Contract No. 1: Complete Construction.

11-C. – OCC/WVC Roof Replacement

Board Action: Trustee Alan Henager made a motion to approve the OCC/WVC Roof Replacement, following clarification from the Architect: Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Barbara Shimer, Al Henager, Gary Carter, Brenda Culver, Jan Ridgely, Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#11-D. – OCC Title III Drone and Welding Lab

TO: Board of Trustees
FROM: Bid Committee
DATE: March 17, 2020
RE: Drone Lab & Welding Lab/Shop Remodel

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

The Bid Committee recommends acceptance of the bid received from John Flach Builders for a total of \$105,000.

Company	Total Bid
Grunloh Construction Effingham, IL	\$109,000
John Flach Builders Teutopolis, IL	\$105,000
Kieffer Bros. Construction Mt. Carmel, IL	\$135,000

Respectfully submitted,

Ryan Hawkins

Marilyn Holt

Alda Ingram

Department: Olney Central College – Title III.

Source of Funds: This project is funded by the U.S. Department of Education through a Title III grant awarded to Olney Central College.

Rationale for Purchase: The proposal from John Flach Builders meets the specifications required in the bid at the most cost-effective price in conformity with bid specifications.

The "Advertisement for Bids" was placed in the Olney Daily Mail for one (1) day. In addition,

Bid Information

Notice is hereby given that sealed bids for the Drone Laboratory and Welding Lab/Shop Remodel at the IECC West Richland Center, Noble, IL, shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, Olney, IL, until 3:00 p.m. local time, on Tuesday, March 10, 2020, and then publicly opened. The IECC Board of Trustees reserves the right to reject any or all bids, and that no decision will be reached until the monthly meeting of the Board of Trustees, which will be held March 1, 2020. The Board reserves the right to hold the bids for a period of thirty (30) days from the bid date.

Lump Sum Bids will be received for the following: Contract No. 1: Complete Construction.

11-D. – OCC Title III Drone and Welding Lab

Board Action: Trustee John Brooks made a motion to approve the Title III Drone and Welding Lab Remodel as presented: Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Barbara Shimer, Al Henager, Gary Carter, Brenda Culver, Jan Ridgely, Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “District Finance” – The following District financial matters were presented.

#12-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of February 29, 2020.

#12-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for March 2020, totaling \$740,954.61, 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 March 2020, 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: Gary Carter, John Brooks, Barbara Shimer, Al Henager, Brenda Culver, Jan Ridgely, Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #13 – “Chief Executive Officer's Report” – Mrs. Holt presented information on the COVID-19 Virus Pandemic facing our country and the changes being made at all IECC Colleges. Mrs. Holt stated that each day brings new information and guidance from county, state and federal governments. The IECC leadership is reviewing the information and adjusting as necessary. Mrs. Holt personally thanked the Cabinet for their leadership during this difficult time and the Board of Trustees for their support.

AGENDA #14 – “Executive Session” – No Executive Session was held.

AGENDA #15 – “Approval of Executive Session Minutes”

#15-A. Written Executive Session Minutes: Trustee Alan Henager made a motion to approve and remain closed the written executive session minutes for the closed meeting held during the regular meeting, Tuesday, February 18, 2020. Trustee Barbara Shimer Seconded the motion. A voice vote was taken, and the Chair declared the “Ayes” have it and the motion passed.

#15-B. Audio Recordings of Executive Session: Trustee Alan Henager made a motion to approve and remain closed the audio recording of executive session minutes for the closed meeting held during the regular meeting, Tuesday February 18, 2020. Trustee Barbara Shimer seconded the motion. A voice vote was taken, and the Chair declared the “Ayes” have it and the motion passed.

AGENDA #16 – “Approval of Personnel Report” – Tara Buerster presented, by telecommunication, the following Personnel Report and the CEO recommended approval.

PERSONNEL REPORT

400.1. Employment of Personnel

A. Classified

1. Justn Young, Office Assistant, FCC, effective March 30, 2020.

400.2. Approval of Contract for Chancellor

A. Administrative

1. Ryan Gower change from President, LTC, to Chancellor, DO, effective May 11, 2020.

400.3. Title Change

A. Professional Non-Faculty, Exempt

1. Brandon Weger, from Program Director of Student Learning Assessment, to Program Director, Institutional Assessment and Effectiveness, effective March 18, 2020.

400.4. Temporary Contract

A. Professional Non-Faculty, Non-Exempt

1. Shawn Hall, Head Soccer Coach, LTC, effective May 8, 2020

400.5. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Jared Gullett	Vincennes University Vincennes, IN	20

400.6. Termination of Employment

A. Professional Non-Faculty

1. Anna Bunting, Manager of Food Service, WVC, effective March 18, 2020.

400.7. Resignation Ratification

A. Classified

- 1. Diana Tighe, Bookkeeper, DO, effective February 27, 2020.

400.8. Retirement Ratifications

A. Faculty

- 1. William Tucker, Assistant Professor, OCC, effective June 1, 2020.

B. Professional Non-Faculty, Non-Exempt

- 1. Judith Young, Manager of Food Service, LTC, effective May 1, 2020.

Board Action to Approve the Personnel Report: Student Trustee Corey Hall made a motion to approve the Personnel Report as recommended. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Al Henager, Gary Carter, John Brooks, Brenda Culver, Jan Ridgely, Barbara Shimer, Dr. G. Andrew Fischer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #17 – “Collective Bargaining” – None.

AGENDA #18 – “Other”- Litigation – None.

AGENDA #19 – “Other” – None

AGENDA #20 – “Adjournment” – Student Trustee Corey Hall made a motion to adjourn. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” an those opposed to say nay. The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:50 p.m.

Approved: Chairman_____

Secretary_____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

**Seating of Student Trustee
Sutton Dunn**

Agenda Item #4

Roll Call

Agenda Item #5

Recognition of Visitors and Guests

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

Agenda Item #6

Public Comment

Agenda Item #7

Reports

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

Agenda Item #8

Policy First Reading (and Possible Approval)

- A. Policy Revision Leave and Benefit (400.4)**
- B. Policy Revision FMLA (HR 400.20)**
- C. Policy Revision Vacation Policy (HR 400.12)**

Agenda Item #8A

Policy Revision Leave and Benefit (HR 400.4)

Memorandum

TO: Board of Trustees
FROM: Marilyn Holt
DATE: April 17, 2020
RE: Policy 400.4 Leave & Benefit Policy

In accordance with the Families First Coronavirus Response Act, IECC must make revisions to the sick leave policy to incorporate Emergency Paid Sick Leave as provided by the Act. The provisions of this Act make the emergency paid sick leave effective April 1 through December 31, 2020.

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

HUMAN RESOURCES - 400

Leave and Benefit Policy - Administrative, Professional/Non-Faculty, Secretarial/Clerical, Technical, Custodial/Maintenance/Security, and Other Employees Not Covered by the Collective Bargaining Agreement (400.4)

Date Adopted: May 20, 1997

Revised: November 15, 2005

Revised: June 20, 2006

Revised: December 12, 2006

Revised: August 18, 2009

Revised: February 21, 2017

Revised: March 17, 2020

Revised: April 21, 2020 (Pending Cabinet and Board approval)

The purpose of the leave and benefit policy is to describe the Board-approved leave days and benefits. Unless otherwise noted, leave days described below are not paid out upon termination.

- A. Sick Leave. Each full-time employee shall, on the first day of employment of the employee's initial year, be granted a pro-rated share of working days up to a total of seventeen (17) sick leave days with pay.

After the initial year of employment and at the beginning of every fiscal year thereafter, each full-time employee will receive days of sick leave according to the following schedule:

Years of Continuous <u>Full-time Service</u>	Sick Leave Days <u>Per Year</u>
2-9	12
10-15	15
16-20	18
21-25+	21

Any unused sick leave days will be allowed to accumulate.

The Chief Executive Officer/Chief Operating Officer or a designee may require the employee on sick leave to provide a statement from the employee's physician. In addition, the Chief Executive Officer/Chief Operating Officer may require that the employee be examined by a physician determined by the Chief Executive Officer/Chief Operating Officer. In the latter case, the cost of the examination will be borne by the Board of Trustees.

~~COVID-19 Response: Effective March 17, 2020, Due to the COVID-19 response the District will allow employees sick leave balances to run in the negative up to ten (10) days, if needed, if they are unable to work during the COVID-19 response. The potential ten-day negative sick leave balance will not be made up when new sick leave is awarded in July, rather they are in essence free sick days given, as needed. Furthermore, the Board of Trustees give the CEO/Chancellor authority to allow additional sick leave issuance beyond the above 10 days, should it become necessary. The COVID-19 Response section under sick leave, allowing additional sick days, will expire on June 30, 2020.~~

Emergency Paid Sick Leave: In accordance with the Families First Coronavirus Response Act, the District has created emergency paid sick leave that is effective April 1, 2020 through December 31, 2020. This type of leave may be utilized when the mandatory shelter in place order for the State of Illinois is lifted and employees can return to work onsite.

Eligibility: Per the act, all full and part-time employees are eligible.

Qualifying Reasons for Emergency Paid Sick Leave: The employee is unable to work because

1)The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.

2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

4) The employee is caring for an individual who is subject to a quarantine or isolation order as described in (1) above, or has been advised as described in (2) above.

5) The employee is caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.

6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Length of Leave: Full-time employees are eligible for up to 80 hours of emergency paid sick leave. Part-time employees are eligible for the average number of hours worked during a typical two-week period.

Pay During Leave: Employee's regular rate of pay up to \$511 per day (\$5,110 in aggregate) when leave is taken for reasons (1), (2), and (3) above. Employee's regular rate of pay up to \$200 per day (\$2,000) in aggregate) when leave is taken for reasons (4), (5), and (6)

The Emergency Paid Sick Leave section of this policy shall expire at midnight on December 31, 2020, per the Act.

Personal Emergency Leave. Employees may use a designated amount of sick time for personal emergency each year for things such as illness, injury, medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent or for other reasons of personal emergency. Advance approval for such leave shall be secured from the employee's immediate supervisor, as soon as possible. Employees may use the following days as personal emergency based on the following schedule:

Years of Continuous Full-time Service	Personal Emergency Days allowed per Year
Initial Year	Up to ½ of sick days awarded at time of employment
2-9	6
10-15	7.5
16-20	9
21-25+	10.5

COVID-19 Response: Effective May 17, 2020. Due to the COVID-19 response the District will remove the cap on Personal Emergency Allowance usage should an employee be unable to work during the COVID-19 Response. The COVID-19 Response section under personal emergency leave, removing the cap, will expire on June 30, 2020.

B. Personal Leave. A full-time employee shall be granted, without loss of pay or benefits, two (2) leave days per fiscal year for personal reasons. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor. Unused personal days shall accumulate as sick leave to a maximum of fourteen (14) additional sick days.

C. Required Court Appearance Leave. Full-time employees shall be granted leave with pay to appear in court as a witness or a member of a jury. Compensation received for such court appearances shall accrue to the College District.

Part-time hourly employees: Part-time employees who 1) work 20 hours or more per week and 2) have been employed by IECC for 6 months or more will be eligible for required court appearance leave. Part-time employees who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources.

Compensation received for such court appearance shall accrue to the College District.

Part-time faculty: Part-time faculty who 1) teach at least 3 hours for the semester and 2) have been employed by IECC for more than one semester will be eligible for required court appearance leave. Part-time faculty who meet the above criteria will receive the equivalent of their average daily income. Average daily income will be calculated by the Director of Human Resources. Compensation received for such court appearance shall accrue to the College District.

D. Funeral Leave. Full-time employees shall be granted funeral leave for the purpose of attending the funeral, without loss of pay, under the following terms and conditions.

Three Days of Leave at Full Pay – For a death within the immediate family, which means the full-time employee's spouse, child, parent, sibling, parent-in-law, or member of the immediate household of the employee.

One Day Leave at Full Pay. For a death of a near relative.

E. Leave of Absence. The CEO may grant up to 2 weeks leave of absence without pay to a full-time employee. The Board may grant up to one year's leave of absence without pay to a full-time employee, and up to an additional year upon request and Board approval. Such leaves may be granted for advanced study, exchange teaching or assignment, travel, governmental service, or other personal reasons. Applications for leaves shall be filed with the President and then the Chief Executive Officer/Chief Operating Officer not later than 90 days prior to the beginning of the date that the leave would commence.

Vacation, sick, personal days, and other benefits shall not accrue during an employee's unpaid leave of absence. An employee may, however, elect to continue to participate in the District group insurance plan at the employee's sole

expense, provided the employee makes acceptable arrangements to pay the premium during the term of his/her unpaid leave.

- F. Absences Due to Attendance at Educational Meetings and Conferences. Approved attendance at educational meetings and conferences may be granted without loss of salary. Attendance must be approved in advance by the employee's immediate supervisor in accordance with established guidelines. Employees authorized to represent the college or district shall be allowed expenses according to the regulations of the District.
- G. Accounting. An accounting of accumulated sick leave will be made semi-annually.
- H. Insurance Benefits. Major medical and dental insurance shall be made available for full-time employees.

Full-time employees electing to carry dependent coverage may have the premiums for this coverage deducted through payroll deductions.
- I. Modified-Time Employees. Leave policy provisions for modified-time employees shall be prorated according to time employed in relation to full-time employees.
- J. Holidays and Breaks. Paid holidays for all full-time employees include, Christmas, and New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving and the following Friday.

The administration establishes winter break for full-time employees in accordance with the academic calendar. Full-time employees who are required to work over winter break shall be given floating holiday leave equivalent to the time they were required to work over winter break. This floating holiday leave does not accumulate from year to year, and must be used prior to the end of the fiscal year during which it is acquired. Application for such floating leave should be made five (5) days prior to the time said leave is desired to the employee's immediate supervisor.

Full-time employees shall be granted one (1) floating holiday per fiscal year. Floating holidays do not accumulate and must be used during the fiscal year. Full-time employees must have been employed before March 1 to be eligible for the floating holiday. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor (effective July 1, 2003).

Agenda Item #8B

Policy Revision FMLA (400.20)

Memorandum

TO: Board of Trustees
FROM: Marilyn Holt
DATE: April 17, 2020
RE: Policy 400.20 Family and Medical Leave Policy

In accordance with the Families First Coronavirus Response Act, IECC must make revisions to the Family and Medical Leave policy to incorporate Public Health Emergency Leave as provided by the Act. The provisions of this Act make the Public Health Emergency Leave effective April 1 through December 31, 2020.

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

HUMAN RESOURCES - 400

Family and Medical Leave Policy (400.20)

Date Adopted: December 14, 1993

Revised: October 21, 2003

Revised: April 15, 2008

Revised: September 15, 2009

Revised: April 21, 2020 (Pending Cabinet and Board approval)

Public Health Emergency Leave. In accordance with the Families First Coronavirus Response Act Illinois Eastern Community Colleges has created an additional type of leave under FMLA. This leave is available by law April 1, 2020 through December 31, 2020. Illinois Eastern Community Colleges will utilize Public Health Emergency Leave at such time as mandatory shelter in place order for the State of Illinois is lifted and employees can return to work onsite.

Eligibility for Public Health Emergency Leave: The employee must be employed by IECC at least 30 calendar days.

Qualifying Reasons for Public Health Emergency Leave: The employee is unable to work or telework due to a need for time off to care for the employee's child who is under 18 years of age because the child's school or place of care has been closed, or the child care provider of the son or daughter is unavailable, due to a public health emergency.

Length of Leave: The employee may take up to 12 weeks of leave.

Pay During Leave: The first 10 days are unpaid, but the employee may substitute paid leave.

After the 10 days of leave, IECC will pay the employee at a rate not less than two-thirds of the employee's usual rate of pay. Pay shall be no more than \$200 per day and \$10,000 total, per the Act.

The Public Health Emergency Leave section of this act shall expire at midnight on December 31, 2020, per the Act.

The Leave Policy. You are eligible to take up to 12 weeks of unpaid family/medical leave for reasons 1, 2, 3, 4, and 5 and up to 26 weeks of unpaid family/medical leave for reason 6 within any 12 month period and be restored to the same or an equivalent position upon your return from leave provided you: (1) have worked for the District for at least 12 months, and worked at least 1250 hours in the last 12 months; and (2) are

employed at a worksite that has 50 or more employees within a 75 mile radius. The “12-month period” is a rolling period measured backward from the date a leave under this policy is to begin.

Reasons For Leave. If you are eligible, you may take up to 12 weeks of family/medical leave for any combination of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter with you for adoption or foster care; (3) to care for a spouse, son, daughter, or parent (“covered family member”) with a serious health condition; (4) because of your own serious health condition which renders you unable to perform the functions of your position; (5) because of any qualifying exigency (as will be defined by the Secretary of Labor’s final regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified or an impending call or order to active duty) in the Armed Forces in support of a contingency operation; and (6) up to 26 weeks to care for a spouse, parent, child or an individual for whom you are the nearest blood relative who has a serious injury or illness that was incurred in the line of duty while on active military duty, if the injury or illness may render the servicemember medically unfit to perform the duties of his military position. Leave for reason “6” may be taken only once and must be completed within one 12-month period.

Any FMLA leave taken by an employee for reasons “1-5” will reduce the 26 weeks of available leave for reason “6.” As a result, if an employee requests injured servicemember leave (reason 6); the maximum leave allowed will be up to 26 weeks, less any FMLA leave already used in the same 12-month period for reasons “1-5.”

Leave because of reasons “1” or “2” must be completed within the 12 month period beginning on the date of birth or placement. Employees who request leave for reasons “5” and “6” may take a combined aggregate total of 26 weeks of leave during any 12 month period. In addition, spouses employed by the District who request leave because of reasons “1” or “2” or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12 month period. Spouses employed by the District who request leave because of reason “5” and “6” or in combination with reason “1”, “2”, “3” and “4” may take an combined aggregate total of 26 weeks of leave.

You may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If you misrepresent facts in order to be granted an FMLA leave, you will be subject to immediate termination.

Notice of Leave. If your need for family/medical leave is foreseeable, you must give the District at least 30 days prior written notice. Failure to provide such notice may be grounds for delay or denial of leave. Where the need for leave is not foreseeable, you are expected to notify the District as soon as practicable, generally within 1 to 2 business days of learning of your need for leave. The District has Request for Family/Medical Leave forms available on the Intranet or from the Human Resource Department. You should use this form when requesting leave.

Certification. If you are requesting leave under reason “5” you must supply notification of the call to duty order.

Medical Certification. If you are requesting leave because of your own or a covered family member’s serious health condition or servicemember’s serious injury or illness, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification Forms from the Director of Human Resources. The medical certification must be given within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave until it is provided. The District, at its’ expense, may require an examination by a second health care provider designated by the District, if reasonable doubt exists concerning the medical certification you initially provide. If the second health care provider’s opinion conflicts with the original medical certification, the District, at its’ expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The District may also require medical recertification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee’s own illness.

Approval of Leave. The Board grants authority to the Chief Executive Officer to approve Family and Medical Leave. FMLA Leave should only be approved if the request for leave is made timely, meets the requirements as set forth by the current federal statute, and is approved by both the Chief Executive Officer and the Director of Human Resources after a review of the application and certification materials, and the finding that such materials meet the current guidelines.

In June of each fiscal year, the Chief Executive Officer shall report to the Board of Trustees the number of FMLA leaves granted, a summary of the nature of the requests and the reasons for approval. This report shall not include the names of any individuals granted FMLA leave and all data reported to the Board of Trustees shall be such that it would not disclose the identity of any employee.

The Board of Trustees reserves the right to make inquiry to the Chief Executive Officer and Director of Human Resources at any time on the number of FMLA leaves granted, but the Board shall not request the specific name of any employee.

Reporting While On Leave. If you take leave because of your own serious health condition or to care for a covered family member, you may be required to contact your supervisor on a regular basis regarding the status of the condition and your intention to return to work. For leaves for other purposes, you may be periodically required to report on your status and intent to return to work.

Leave Is Unpaid. Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, or to care for an injured servicemember any accrued paid vacation and personal days you have may be substituted and used for unpaid family/medical leave. If you request leave because of your own serious health

condition, any accrued paid vacation, personal days, and sick time you have may be substituted and used for any unpaid family/medical leave. In addition, the District's short-term and/or long-term disability may apply as part of the 12-week leave period when the leave is requested due to your serious health condition or the birth of a child. At the Board's discretion, the substitution of paid leave time for unpaid leave time will not extend the maximum leave allowed beyond the 12-week or 26-week maximum provided under the FMLA.

Medical And Other Benefits. During an approved family/medical leave, the District will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the District will deduct your portion of any plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your dependent health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption For Key Employees. Certain "key" employees (i.e., the highest paid 10% of employees at a worksite or within a 75 mile radius of that worksite and who are salaried) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the District. The District will notify you if you qualify as a "key" employee, if the District intends to deny reinstatement, and of your rights in such instances.

Intermittent And Reduced Schedule Leave. Leave because of a serious health condition or for an injured servicemember may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the District will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for planned medical treatment, the District may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

Other Applicable Leaves. FMLA leave will run concurrently with any other applicable leave. For instance, short-term disability or worker's compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

Returning From Leave. If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved FMLA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Director of Human Resources. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

Agenda Item #8C

Policy Revision Vacation Policy (400.12)

HUMAN RESOURCES - 400

Vacation Leave Policy - Administrative, Professional Non-Faculty, Technical, Clerical and Maintenance Staff (400.12)

Date Adopted: January 16, 1990

Revised: June 21, 2005

Revised: April 21, 2009

Revised: February 16, 2010

Revised: May 21, 2013

Revised: November 15, 2016

Revised: April 21, 2020 (pending Cabinet and Board approval)

COVID-19 Response: During the COVID-19 Response, any vacation time left at the end of the fiscal year, June 30, 2020, above the maximum accumulation of 40, 25, or 20 days (dependent upon employee classification) will be allowed to carry over until December 22, 2020. Any excess carryover from FY20 will expire at that time. This section shall apply to all employees covered by this policy, including grant employees. Should an employee leave employment prior to December 22, 2020 they are only eligible for payout of vacation time up to their maximum accumulation, and cannot have the excess carryover days paid out.

Exempt (Administrative & Professional Non-Faculty Employees)

Each full-time administrative and professional non-faculty exempt employee shall earn 20 vacation days per year. Administrative and professional non-faculty exempt employees may accumulate no more than 40 paid vacation days.

Non-Exempt (Administrative & Professional Non-Faculty Employees)

Effective December 1, 2016, those employed into this classification shall earn 15 vacation days per year. This class of non-exempt employees may accumulate no more than 25 paid vacation days. All employees in this classification prior to December 1, 2016 will be grandfathered in and earn 20 vacation days per year and may accumulate no more than 40 paid vacation days.

Classified Employees

Each full-time clerical, technical, and maintenance employee shall earn 10 vacation days per year. Clerical, technical, and maintenance employees with less than 7 years of employment may accumulate no more than 20 vacation days. After 7 years of

employment, each full-time clerical, technical, and maintenance employee shall earn 15 vacation days per year. Effective July 1, 2009, clerical, technical, and maintenance employees with 7 or more years of employment may accumulate no more than 25 paid vacation days.

Employee's first year of vacation accrual is prorated based on hire date. Vacation time does not accrue during an employee's unpaid and/or workers compensation leave.

Upon retirement or voluntary resignation of employment with the District, an employee may choose one of the following alternatives:

- A. An employee may elect to receive pay at his/her current per diem rate for the number of accumulated vacation days following completion of his/her duties with the District.
- B. An employee may elect to take his/her accumulated vacation days just prior to completion of his/her duties with the District. In this situation, the last day of vacation would also be the last day of employment.

Voluntary and involuntary separation accumulation vacation day payments made pursuant to section 400.12 shall be subject to restrictions as set forth in Public Act 94-004, and as interpreted by the Board of Trustees.

The above section does not apply to involuntary separation. Employees who leave district service due to an involuntary separation will be paid their remainder of accumulated vacation days in a lump sum payment, following completion of his/her duties with the District.

Vacation for modified time employees shall be pro-rated according to time employed in relation to full-time employees.

Grant Employees

Employees in grant-funded positions who attempt to carry-over unused vacation hours at the end of a fiscal year, do so at the risk of losing unused vacation hours and pay for those hours if the grant funding is not renewed or cut and employment with the District is terminated. An employee in grant-funded position shall be advised to take all earned vacation hours prior to the termination date of a grant-funded position to eliminate possible forfeiture of pay for such remaining hours.

Agenda Item #9

Policy Second Reading

A. Policy to Address a Complaint (100.16)

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE April 21, 2020
RE: Revisions to Policy 100.16 Policy to Address a Complaint Second Reading

The Deans and Chief Academic Officer recently reviewed policy 100.16 and have made minor corrections and added clarifying language to improve the policy.

Proposed changes include:

- 1) Notes that discrimination complaints (Title IX and disability) utilize a different process.
- 2) Changes “dean of instruction” to “appropriate dean” to ensure the Associate Dean of Nursing & Allied Health is the person in charge of Nursing and Allied Health complaints and the Assistant Deans of Student Services address Student Services related complaints.
- 3) Added “Chancellor” in instances “Chief Executive Officer” is listed.

The Cabinet has approved this revision. At the March 17, 2020, Board meeting minor edits were presented verbally by the Chief Academic Officer. I recommend the Board approve the revisions to the policy as presented.

MH/ai

Attachment

BOARD OF TRUSTEES - 100

Policy to Address a Complaint (100.16)

Date Adopted: November 17, 1998

Revised and combined with Policy 500.12: October 20, 2009

Revised: September 15, 2015

This policy applies to all employees, faculty, and students of Illinois Eastern Community Colleges District 529, and applies to all complaints ~~except for sexual harassment complaints,~~ discrimination complaints, student readmission petitions, and grievances under the faculty collective bargaining contract. The purpose is to provide for the prompt and equitable resolution of complaints.

Employees, faculty, and students are entitled to due process and have the right to their own legal counsel at any time they are being questioned by the administration or Board of Trustees. They shall have the right to appeal a decision made by a supervisor or administrative officer to the next higher authority and through appropriate successive steps to the Chair of the Board of Trustees or his/her designee. Participants in this process shall not be subjected to reprisals or retaliation because of participation in the complaint process.

Days are defined as days in which the district office and the colleges are normally open to conduct business. The time limits prescribed for each step shall be adhered to unless there has been mutual agreement between the complainant and the administrator to extend the time limits. Failure by the administration at any step of the process to communicate the decision on a complaint within the specified time limit shall permit the complainant to proceed to the next step. Failure on the part of the complainant to appeal the decision to the next step within the specified time limits shall be deemed to be an abandonment of the complaint.

Employees and faculty shall follow the steps defined below for complaints other than ~~sexual harassment~~ discrimination complaints and grievances under the faculty collective bargaining contract.

Step 1: Within ten days of the incident causing the complaint, the complainant shall attempt to resolve the matter informally. The complainant should meet with his/her immediate supervisor. If the matter is not resolved within ten days from the date of the meeting, the complainant may file a formal written complaint.

Step 2: Within five days from the expiration of days under Step 1, the complainant shall file a formal written complaint. The complainant shall file his/her complaint with the college President. If the complaint is against the administrative officer defined in any Step, the complainant shall advance to the next Step. Employees reporting directly to the Chief Executive Officer/Chancellor shall advance to Step 3; employees reporting directly to the Board of Trustees shall

advance to Step 4. A written response shall be provided within five days of receipt of the complaint. If the matter is not resolved, then Step 3 shall apply.

Step 3: Within five days of receipt of the response under Step 2, the complainant shall file his/her appeal with the Chief Executive Officer/Chancellor. A written response shall be provided within five days of receipt of the appeal. If the matter is not resolved, then Step 4 shall apply.

Step 4: Within five days of receipt of the response under Step 3, the complainant shall file his/her appeal with the Chair of the Board of Trustees, or his/her designee. The Chair, or his/her designee in consultation with members of the Board of Trustees, shall provide a written response within five working days of receipt of the complaint or appeal. The Chair or his/her designee of the Board of Trustees is the final appeal authority within Illinois Eastern Community Colleges.

Students shall follow the steps defined below for complaints other than ~~sexual harassment~~ discrimination complaints and readmission petitions. These complaints include, but are not limited to, academic, grading, and institutional decisions which directly affect a student. Readmission petitions are governed by procedures detailed in the section on readmission in the college catalog.

Step 1: Within ten days of the incident causing the complaint, the complainant shall attempt to resolve the matter informally. The complainant should meet with his/her instructor or service provider. If the matter is not resolved within ten days from the date of the meeting, the complainant may file a formal written complaint.

Step 2: Within five days from the expiration of days under Step 1, the complainant shall file a formal written complaint. The complainant shall file his/her complaint with the appropriate Dean of the College/Instruction. If the complaint is against the administrative officer defined in any Step, the complainant shall advance to the next Step. A written response shall be provided within five days of receipt of the complaint. If the matter is not resolved, then Step 3 shall apply.

Step 3: Within five days of receipt of the response under Step 2, the complainant shall file an appeal with the President. The President shall appoint an Appeal Committee composed of two students, two faculty members, and one administrator. The Committee's recommendation will be forwarded to the President within ten days. The President will render a written decision concerning the appeal within five days from receiving the Committee's recommendation. If the matter is not resolved, then Step 4 shall apply.

Step 4: Within five days of receipt of the response under Step 3, the complainant may file an appeal with the Chief Executive Officer/Chancellor. A written response will be provided within five days of receipt of the appeal. If the matter is not resolved, then Step 5 shall apply.

Step 5: Within five days of receipt of the response under Step 4, the complainant may file an appeal with the Chair of the Board of Trustees or his/her designee. The Chair, or his/her designee in consultation with members of the Board of Trustees, shall provide a written response within five days of receipt of the appeal. The Chair or his/her designee of the Board of Trustees is the final appeal authority within Illinois Eastern Community Colleges.

Agenda Item #10

Staff Recommendations for Approval

- A. Intent to Pay Due to COVID-19
- B. Online /Hybrid Fee
- C. Activity Fee Allocations for FY21
- D. Incomplete Grades IECC Catalog
- E. Pass/Fail Option
- F. Program Articulation Agreement between IECC and SIU
- G. Identity Theft Prevention Procedures
- H. Affiliation Agreements
 - 1. Crawford Memorial Hospital
 - 2. Clay County Hospital
 - 3. Jasper County Health Department
 - 4. Sikorski Chiropractic, Robinson, IL
- I. President's Contracts

Agenda Item #10A
Intent to Pay Due to COVID-19

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: April 21, 2020
RE: Intent to Pay Due to COVID-19

On March 20, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 which in part required residents of the state to stay at home or at their place of residence through April 7, 2020. On April 1, the Governor issued Executive Order 2020-18 to supersede Executive Order 2020-10 extending the stay at home requirements through April 30, 2020.

Under this order, Institutions of Higher Education are considered “essential services and operations” for the purposes of facilitating distance learning. During the duration of the executive order only “essential” staff are to be permitted on campus necessary to a) preserve the physical plant, b) provide security, or c) provide essential business functions. While most of our employees have transitioned to telework arrangements, there are part-time and full-time employees whose work does not lend itself to work-from-home arrangement. In a March 20, 2020 correspondence from ICCB, the District was advised:

It is ICCB’s, and the Governor’s office expectation that all employees continue to be paid. Employees who do not have the ability to work from home should not be penalized during this crisis.

In response to this, the Cabinet has reviewed and developed procedures regarding how the District will continue to pay employees during this time. However, the recommendation is to continue through May 8, which represents the end of the Spring term.

I ask the Board’s approval of a pay through date of May 8th due to COVID-19 and further ask the Board to authorize the Chancellor to adjust this date if changes would prove necessary prior to the June Board meeting.

MH/akb

Agenda Item #10B

Online/Hybrid Fee

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: April 21, 2020

RE: Online/Hybrid Fee

The District currently has a fee for courses delivered online or through a hybrid delivery. The fee assessed is \$35 per course. With the onset of COVID-19, the District has been forced to transition its face-to-face instruction to online delivery.

At this time, Cabinet is not certain if face-to-face delivery will be permissible at the start of the summer term. For that reason, the majority of our summer classes have been built as online or hybrid courses. Since the element of choice has been removed from students due to these unusual circumstances, we believe this fee should not be assessed during the Summer 2020 term.

I ask the Board's approval to repeal the Online/Hybrid Course Fee for the Summer 2020 term.

MH/akb

Agenda Item #10C

Activity Fee Allocations for FY21

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Hawkins
DATE: April 21, 2020
RE: FY2021 Activity Fee Allocations

Annually, \$2 per credit hour for all tuition actually collected is returned to the colleges to support student activities. The Presidents recommend student activity fee allocations at the colleges.

Attached is an analysis of these allocations and the recommendation for FY2021. There are minimal changes from last year's recommendations. The allocation notes what percentage of each dollar will be turned over to an appropriate self-balancing account in the auxiliary fund.

Mr. Chairman, I request approval of the Activity Fee Allocations for FY2021.

RH/akb

Attachment

Agenda Item #10D

Incomplete Grades IECC Catalog

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: April 21, 2020
RE: Grading Section in IECC Catalog

As a result of COVID-19, the Deans have reviewed the catalog policy allowing for Incomplete grades and have proposed to increase the amount of time to complete incompletes from 4 weeks to 28 weeks. The cabinet has approved these changes, and I recommend the Board's approval of the below changes to the following Grading section in the IECC Catalog page 23, effective immediately.

GRADING

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

Agenda Item #10E

Pass/Fail Option

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: April 21, 2020
RE: Pass/Fail Courses

On April 10, 2020, Illinois Community Colleges received guidance from The Illinois Articulation Initiative, created in conjunction with members in collaboration with faculty and transfer experts from private and public two- and four-year institutions statewide and with reference to corollary guidance from the National Collegiate Athletic Association (NCAA), National Junior College Athletic Association (NJCAA), American Association of Collegiate Registrars and Admissions Officers (AACRAO), the U.S. Department of Veterans Affairs, specialized accreditors, and many other companion resources. This guidance advises postsecondary institutions in Illinois on supporting and accommodating students who elect to take courses on a pass-fail (P/F) basis during the COVID-19 public health emergency.

In response to these recommendations, the deans and cabinet have made edits to our catalog policy related to Pass/Fail courses. I recommend the Board's approval of the below changes to the following Pass/Fail Courses section in the IECC Catalog, effective immediately and in place through the end of the Summer 2020 term. After the Summer 2020 term, the policy will revert to its previous state unless otherwise presented to the board for extension.

MH/ai

During the COVID-19 response (spring 2020 and summer 2020 only), the policy/procedure will be adjusted as follows:

Pass/Fail Courses (w/mark-up)

Students exercising the pass/fail option ~~must declare their intentions at registration~~ may do so at any point during the regularly scheduled term (before final exams) by designating it on the Student Information and Request Form (available in Student Services) or completing a Pass/Fail Course Request Form. ~~Students may not change to the traditional letter grade option after the end of late registration. A degree seeking student may use courses earned during the Spring and/or Summer 2020 terms as pass/fail credit toward an IECC degree/certificate; however, some courses designated as pass/fail may not count toward certain licensure or certification requirements. Students should check with advisors and program accreditors/licensing agencies before selecting this option.~~

~~Students planning to transfer to senior institutions are discouraged from taking courses under the pass/fail option and should consult with their advisor before selecting this alternative.~~

Additional Guidelines:

- ~~1. A student may take a maximum of twelve (12) pass/fail credit hours, with certain exceptions.~~
- ~~2. A student enrolled in a transfer degree may not take general education requirements for pass/fail credit.~~
- ~~3. A student enrolled in an certificate or an Associate in Applied Science degree program may not take degree/ certificate courses for pass/fail credit. Exceptions: NUR 1206, NUR 2205, or those courses entitled "Internship" or "Seminar".~~
4. 1. A student may take continuing education courses for pass/fail credit.
5. 2. A student must earn a C or better to receive a P in a P/F course.
6. 3. A grade of F* (Fail) or P (Pass) will not be computed in the grade point average.
7. 4. Applicable tuition and fees apply.

Pass/Fail Courses (clean copy)

Students exercising the pass/fail option may do so at any point during the regularly scheduled term (before final exams) by designating it on the Student Information and Request Form (available in Student Services) or completing a Pass/Fail Course Request Form. A degree seeking student may use courses earned during the Spring and/or Summer 2020 terms as pass/fail credit toward an IECC degree/certificate; however, some courses designated as pass/fail may not count toward-certain licensure or certification requirements. Students should check with advisors and program accreditors/licensing agencies before selecting this option.

Additional Guidelines:

1. A student may take continuing education courses for pass/fail credit.
2. A student must earn a C or better to receive a P in a P/F course.
3. A grade of F* (Fail) or P (Pass) will not be computed in the grade point average.
4. Applicable tuition and fees apply.

Agenda Item #10F

Program Articulation Agreement between IECC and SIU

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: April 21, 2020
RE: Program Articulation Agreement between IECC and Southern Illinois University
Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University Carbondale will allow IECC Associate in Applied Science graduates in Agricultural Technology/Business at Wabash Valley College who meet SIU Carbondale admission requirements to be considered for admission into SIU Carbondale's Bachelor of Science degree in Agribusiness Economics (ABE) in the College of Agricultural Sciences.

This Program Articulation Agreement will allow IECC and SIU Carbondale to form a cooperative relationship to better service IECC students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties and shall remain in effect for a period of five years. Either party may renew or extend this Agreement. This Agreement may be terminated by either party, with or without cause, upon 60 days advance written notice. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIU Carbondale.

MH/ai

Attachment

PROGRAM ARTICULATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is entered into this _____ day of _____, 2020 by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TERM AND TERMINATION

- A. Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.
- B. Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

II. TRANSFER REQUIREMENTS

- A. All graduates of Illinois Eastern Community Colleges with an Associate in Applied Science (A.A.S.) degree in Agricultural Technology/Business and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Agribusiness Economics (ABE) in the College of Agricultural Sciences based upon the Department's enrollment criteria and space availability.

- B. An Illinois Eastern Community College graduate receiving an A.A.S. in Agricultural Technology/Business degree will be considered for admission to SIU Carbondale's Agribusiness Economics (ABE) program if the following are met:
1. The student has earned a minimum of 69 semester hours transferable to SIU Carbondale
 2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
 3. Confirmation by the SIU Carbondale College of Agricultural Sciences that the student has satisfactorily completed the following courses as part of the A.A.S in Agricultural Technology/Business degree at Illinois Eastern Community College:
 - AGR 1112-4, *Introduction to Agronomy*
 - AGR 1121-4, *Introduction to Animal Science*
 - AGR 1132-3, *Introduction to Agri Economics*
 - AGR 1191-3, *Introduction to Agricultural Mechanization*
 - AGR 1201-1, *Ag Business Seminar I*
 - AGR 1210-3, *Precision Agriculture*
 - AGR 1213-3, *Soil Fertility & Fertilizers*
 - AGR 1214-3, *Crop Protection*
 - AGR 1231-3, *Ag Records & Analysis*
 - AGR 1261-2, *Supervised Occupational Experience I*
 - AGR 1262-2, *Supervised Occupational Experience II*
 - AGR 2202-1, *Ag Business Seminar II*
 - AGR 2203-1, *Ag Business Seminar III*
 - AGR 2204-1, *Ag Business Seminar IV*
 - AGR 2221-3, *Animal Nutrition*
 - AGR 2234-3, *Agricultural Finance*
 - AGR 2235-3, *Agribusiness Management*
 - AGR 2241-2, *Agricultural Salesmanship*
 - AGR 2252-3, *Advanced Computers in Agriculture*
 - AGR 2263-2, *Supervised Occupational Experience III*
 - AGR 2264-2, *Supervised Occupational Experience IV*
 - EDU 1108-2, *Standard Red Cross First Aid*
 - ENG 1111-3, *Composition I*
 - GEL 1112-4, *Physical Geology*
 - GEN 2297-2, *Employment Skills*
 - Approved Ag Elective - 3 hours
 - MATHEMATICS – 3 hours

- C. Acceptance into the Capstone Option reduces the University Core Curriculum for the A.A.S. degree recipient in Agricultural Technology/Business pursuing the B.S. in Agribusiness Economics (ABE) at SIU Carbondale to 30 semester hours. This, along with taking the courses listed above as part of the A.A.S. degree makes it possible for the student to complete the B.S. in Agribusiness Economics (ABE) at SIU Carbondale in approximately 82 additional semester hours beyond the A.A.S. degree.
- D. Illinois Eastern Community College students transferring to the Agribusiness Economics (ABE) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Applied Science degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department. These students will also not be eligible to receive the Capstone Option benefits and will be considered based upon the Department's enrollment criteria and space availability.
- E. Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Agribusiness Economics (ABE). Coursework may include University Core Curriculum as well as Agribusiness Economics (ABE) major courses.

III. COURSE DELIVERY

- A. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.
- B. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community Colleges and students as needed. Advisement about program

requirements will be provided by the academic college offering the courses/programs.

- C. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
 - D. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
 - E. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.
- IV. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
- A. Subject to federal and state guidelines, Illinois Eastern Community Colleges will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
 - B. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.
 - C. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
 - D. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.
- V. PROGRAM ARTICULATION COMMUNICATION
- A. An SIU Carbondale College of Agricultural Sciences, Agribusiness Economics (ABE) representative will communicate periodically with Illinois Eastern Community College personnel for agricultural technology/business and degree planning purposes.

- B. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community College students will be eligible to receive the Bachelor of Science degree in Agribusiness Economics (ABE), College of Agricultural Sciences, Southern Illinois University Carbondale.
- C. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- D. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly, the Parties agree that all disclosures or redisclosures of such personally identifiable information shall be in accordance with FERPA. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.
- E. Indemnification:
1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale’s obligations under this Agreement.
 2. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College’s obligations under this Agreement.
- F. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student’s program instructor, supervisor, and SIU Carbondale’s faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale’s educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student

Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.

G. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.

H. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Dr. Ira Altman, Department Chair Agribusiness Economics
Southern Illinois University Carbondale
Agriculture Building, Room 226-C
Carbondale, IL 62901
Phone: 618-453-2430
Email: ialtman@siu.edu

For IL Eastern Community Colleges: Holly Martin, Chief Academic Officer
233 East Chestnut
Olney, IL 62450
Phone: 618-393-2982
Email: martinh@iecc.edu

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

Holly Martin, Chief Academic Officer
Illinois Eastern Community Colleges

Date

Marilyn Holt, Chief Executive Officer

Date

Illinois Eastern Community Colleges

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

Dr. Meera Komaraju, Interim Provost and Vice Chancellor Date
for Academic Affairs
for John Dunn, Interim Chancellor
Southern Illinois University Carbondale

Agenda Item #10G

Identify Theft Prevention Procedures

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: April 21, 2020
RE: Identity Theft Prevention Program
Identity Theft Prevention Program Status Report for 2019

Illinois Eastern Community Colleges participates in the Federal Direct Student Loan Program, offers institutional loans to students, and administers a tuition payment plan that allows qualified students to pay their tuition and fees throughout the semester. Therefore, IECC is a “creditor” and student accounts are “covered accounts” subject to the Red Flags Rule which required IECC to develop and implement an identity theft prevention program. IECC’s Identity Theft Prevention Program and Identity Theft Prevention Policy 100.23 were developed and approved by the Board on March 17, 2009.

In March of 2020, the Identity Theft Prevention Team reviewed and updated the prevention program as necessary. The red flags were evaluated by the various departments at IECC that work closely with student accounts to ensure the red flags identified are appropriate.

The changes made to the program include:

- 1) Updating the program to include employees
- 2) Updating the program to have verbal verification of employees who submit payroll changes electronically to confirm identification upon submission.

The Team will continue to annually review the program and provide identity theft and red flag training to their assigned departments and areas. The Release of Student Information Guidelines are included as part of the identity theft training. In 2020, training is being provided in April and May. The report is being sent to the Board by email.

I recommend the Board’s acceptance of the IECC’s Identity Theft Prevention Program and the Status Report for 2019.

MH/ai

Agenda Item 10H

Affiliation Agreements

- 1. Crawford Memorial Hospital**
- 2. Clay County Hospital**
- 3. Jasper County Health Department**
- 4. Sikorski Chiropractic, Robinson, IL**

Agenda Item 10H1

Affiliation Agreements

1. Crawford Memorial Hospital

Agenda 10H

To: Board of Trustees

From: Marilyn Holt

Date: April 21, 2020

Two Affiliation Agreements are presented for your approval:

1. The Affiliation Agreement between Crawford Memorial Hospital and Lincoln Trail College is for the clinical portion of the Certified Medical Assistant Program and will be in place for two years. We have appreciated the partnership with Crawford Memorial Hospital and look forward to continuing this relationship.
2. The Affiliation Agreement between Clay County Hospital and Olney Central College will be in effect for three years. This agreement is for the Nurse Assistant Program. Specifically, CCH is assisting OCC by agreeing to allow students to finish their clinical hours this May. We are most appreciative!

I recommend approval of the two Affiliation Agreements.

Agenda Item 10 H 1

Crawford Memorial Hospital CMA Affiliation Agreement

AFFILIATION AGREEMENT

This Agreement entered into this ____ day of _____ 2020, by and between Crawford Memorial Hospital, located at 1000 North Allen, Robinson, IL 62454 (hereinafter referred to as the "HOSPITAL") and Lincoln Trail College, located at 11220 IL 1, Robinson, IL 62454, (hereinafter referred to as "COLLEGE"), on behalf of its Certified Medical Assistant Program.

I. FACULTY, STAFF AND APPOINTMENTS

The COLLEGE shall make necessary arrangements with Hospital facilities to abide by the terms of this Agreement and act as supervisors of the clinical students. The HOSPITAL staff will closely monitor student activities at all times.

II. STUDENTS

The COLLEGE and the HOSPITAL recognize that all students of the COLLEGE shall be an integral part of the health care team, and, therefore, will be allowed to participate in the facility learning and assigned responsibilities under the close supervision of the PRECEPTOR. The PRECEPTOR will monitor student activities and will be responsible for notification of the students' progress to the COLLEGE.

The COLLEGE is required to obtain, maintain, and pay for liability insurance coverage with limits of coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering students of the COLLEGE for claims involving bodily injury, or death on account of alleged malpractice, professional negligence, failure to provide care, claims for breach of contract, failure to obtain informed consent for an operation or treatment, or other claims.

The COLLEGE ensures validity and maintains the following documentation regarding students to be completed before clinical placement and shall provide Crawford Memorial Hospital upon request, the following information within 24 hours:

- 1) 2-Step TB test or Chest X-ray (PA view) if Mantoux is reactive
- 2) Documentation of the following immunization records:
 - a. 2MMR vaccines administered at least 28 days apart, or documentation of positive Rubella IgG, Rubeola IgG and Mumps IgG blood tests
 - b. 2 Varicella vaccines at least 1 month apart, or documentation of positive Varicella IgG blood test
- 3) Influenza vaccine or decline (Oct - March)
- 4) Physical exam documentation (ability to perform job functions/duties)
- 5) Negative 10-panel (at minimum) drug screen
- 6) Clear Criminal Background Check
- 7) Active BLS Certification if applicable for position

The COLLEGE shall advise students of the confidential nature of information related to the HOSPITAL and its patients and require COLLEGE, COLLEGE faculty and students to maintain the confidentiality of all such information. "Confidential information" means any confidential information acquired by COLLEGE, COLLEGE faculty, and /or students during the course of this Agreement, including, but not limited to any strategic, financial, and business information related to HOSPITAL, or its affiliated entities, and any medical information regarding its patients and clients and their records. The COLLEGE, COLLEGE faculty and students shall not disclose or discuss confidential information outside the context of clinical instruction. The provisions of this section shall survive the termination of this Agreement.

III. NOTIFICATION OF COLLEGE STUDENTS

The COLLEGE and the HOSPITAL acknowledge and agree that the students referred to in this Agreement shall be working in an environment in which personal safety and well-being are of paramount importance. The COLLEGE shall therefore advise the students of the personal safety issues associated with working in the vicinity of diseases and ill persons, the use and care of medical supplies and equipment, and the management and reporting of inappropriate and/or unprofessional treatment in the workplace.

IV. INDEMNIFICATION

To the extent permitted by applicable law and without waiving any defenses, University shall indemnify and hold harmless Host 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 University 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. Host Agency shall indemnify University against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by University in defending or compromising actions brought against University arising out of or related to the Host Agency's performance of duties hereunder.

V. RESPONSIBILITIES

RESPONSIBILITIES of the COLLEGE. The COLLEGE will:

- A. Appoint a qualified faculty member to be responsible for assignment and guidance, of all student clinical experiences and to act as liaison between the HOSPITAL and the COLLEGE.
- B. Confer with HOSPITAL so that COLLEGE and HOSPITAL make a

mutual determination with regard to the assignment of particular students to the HOSPITAL, the number of students to be assigned, and the inclusive dates of the students' assignments.

- C. Require each student participating in the program to provide liability insurance coverage for professional malpractice with a limit of one million and no/100 (\$1,000,000) dollars for injury or damage to any one person and a limit of three million and no/100 (\$3,000,000) dollars for injury or damage arising from any one accident (in Indiana, \$250,000/\$750,000, according to the Patient Compensation Fund of Indiana).
- D. Require COLLEGE faculty and students to abide by the terms of this Agreement, applicable federal, state and local laws, and standards of accrediting bodies as well as policies and regulations of the HOSPITAL, including dress code.
- E. Comply with, and require student and other employees, agents and representatives to comply with all applicable federal and state laws and regulations concerning patient privacy and confidentiality of health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- F. Withdraw any student or faculty from HOSPITAL who has been determined, by HOSPITAL, to be unacceptable for any reason, at any time. The HOSPITAL shall have the right to suspend a student immediately from clinical duties pending their formal withdrawal from the clinical program. The HOSPITAL may restrict the student to an observer role, pending either further investigation or a request for withdrawal from the HOSPITAL. The HOSPITAL agrees to cooperate fully in the investigation and resolution of the student's status in the program, including the provision of written documentation of the student's unsatisfactory performance.
- G. Withdraw any student from a rotation if there is a significant conflict between the student and HOSPITAL staff that would deter from the rotational experience.
- H. Provide the HOSPITAL with appropriate evaluation forms and instructions for their completion if applicable.
- I. Provide HIPAA / Confidentiality training to all students before clinical placement, and annually thereafter.

RESPONSIBILITIES of the HOSPITAL. The HOSPITAL shall:

- A. Have in place an exposure plan to implement in case of an accidental exposure to disease. The HOSPITAL and the COLLEGE shall educate students and faculty about the exposure plan. The HOSPITAL and the COLLEGE will also be responsible for education of students and faculty about universal precaution procedures while treating a patient and provide the student with a safe and clean working environment, following all appropriate rules and regulations i.e.; OSHA, Accrediting Organization.
- B. Provide an orientation for students to the Facility, including relevant policies and procedures.
- C. Satisfy the requirements of all applicable laws, regulations and licensing or supervisory agencies and be responsible for informing staff of the student's capabilities and functions.
- D. Understand that this Agreement is nonexclusive, and that both parties reserve the right to enter into similar agreements with other institutions.
- E. Not provide money to the student in return for his/her participation at the Hospital.
- F. Understand that when applicable, patients/visitors shall be made aware that care is being provided by students. It is understood by all parties that patients have a right to refuse care rendered by students.
- G. Provide Emergency care to students, at the student's expense, for illnesses and accidents, occurring while the student is in training at the Hospital.
- H. Upon reasonable notice, permit the inspection by the COLLEGE or its accreditation agencies of the HOSPITAL facilities and the services available for clinical experience.
- I. Agrees to promptly inform the COLLEGE if significant problems of a personal or professional nature develop which require faculty attention, knowledge, or consultation.

RESPONSIBILITIES of the STUDENT. The STUDENT will:

- A. Students will not receive fees or salaries either in cash or kind, while serving as students at the HOSPITAL.

- B. Keep in force at all times during clinical assignment personal health insurance.
- C. Act professionally at all times when providing clinical services.
- D. Dress in a professional or appropriate manner, including COLLEGE ID and/or comply with the HOSPITAL's dress code.
- E. Always identify themselves as a student from the COLLEGE.
- F. Provide the best care possible for all patients/visitors/staff; Demonstrate recognition of and respect for patient rights and safety.
- G. Demonstrate awareness of professional limitations and will only perform activities assigned by and under the supervision of their PRECEPTOR.
- H. Adhere to the regulations and policies of the College Student Handbook and the regulations and policies of the HOSPITAL.
- I. Follow the rules and regulations of the clinic, hospital or other institutions in which he/she is placed.
- J. Maintain and respect patient confidentiality at all times. Information identifying the patient must be deleted prior to handing in required H&P's, case studies and assignments.
- K. Be punctual and notify the Program and PRECEPTOR of any absence.

VI. CONFIDENTIALITY OF PATIENT INFORMATION

The HOSPITAL shall have custody, control and ownership of all documents, books and records relating to HOSPITAL and HOSPITAL patients, including those generated by students. All patient records, films, referring physician correspondence, hospital charts, billing records, reports, insurance records, and any other document containing any patient information ("Patient Information") is confidential information utilized for purposes of providing treatment to patients. Students and the COLLEGE agree to keep all Patient Information confidential and to comply with applicable federal and state laws, rules and regulations regarding patient confidentiality including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). No Patient Information may be disclosed or used by the COLLEGE, COLLEGE faculty, or student other than in conjunction with this clinical education program and as authorized by the HOSPITAL. The provisions of this section shall survive the termination of this Agreement.

VII. MISCELLANEOUS

It is mutually agreed:


- A. COLLEGE shall assume final responsibility for the education of the student.
- B. While assigned to HOSPITAL, COLLEGE and students will not be considered employees of HOSPITAL and HOSPITAL will not be responsible for the payment of any wages, payroll taxes, Social Security, Workers' Compensation Insurance, malpractice insurance or other benefits to or on behalf of such students.
- C. HOSPITAL shall have the privilege of recruiting COLLEGE faculty or students for employment.
- D. No financial obligation will exist or result among the parties relative to this Agreement.
- E. No party will discriminate against any student in the program on the basis of race, religion, sex, creed, national origin, veteran status, color, age or disability, in accordance with state and federal law.
- F. This Agreement is binding upon, and the benefits inure to, the parties and their respective successors and assigns.
- G. If any term of this Agreement is determined unenforceable, such term will not affect the enforceability of the other terms of this Agreement which can be given effect without the unenforceable provision.
- H. This Agreement and the performance hereunder, and any and all litigation or proceedings hereunder, shall be construed in accordance with and pursuant to the laws of the State of Illinois.

VIII. TERM AND MODIFICATION OF THE AGREEMENT

- a. This Agreement shall come into effect on the date first written above and shall remain in effect for a term of two (2) years. Any party shall have the right to terminate this Agreement with thirty (30) days written notice of its intent to terminate. Students currently assigned to the HOSPITAL at the time of termination shall be allowed to complete the semester or quarter unless HOSPITAL requests the withdrawal of student under Article VII RESPONSIBILITIES OF the COLLEGE sub-paragraph G.

- b. This Agreement may only be modified by mutual written agreement by the parties, signed by duly authorized representatives of each of the parties. This Agreement supersedes any and all prior or contemporaneous agreements of affiliation for clinical education between the COLLEGE and HOSPITAL.

Acknowledged and agreed to by the COLLEGE and HOSPITAL as indicated by the authorized signatures below. Signatories attest that they are authorized to execute this Agreement on behalf of their organization.

By 
Name
CEO
Title

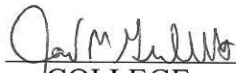
Date: 3/31/2020

By _____
Name

Title

Date: _____

Crawford Memorial Hospital
1000 North Allen
Robinson, IL 62454

By  LTC
COLLEGE
Health Careers Instructor
Title

Date: 4/13/20

BY _____

Date: _____

IECC Chairman of the Board
COLLEGE Contact Details of Department responsible for providing student document, upon request:

Agenda Item #10H 2

Clay County Hospital CNA Affiliation Agreement

**OLNEY CENTRAL COLLEGE
BASIC NURSE ASSISTANT PROGRAM**

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this __day of May, 2020,
by and between Frontier Community College (hereinafter referred to as the College) and

Clay County Hospital

Agency

911 Stacy Burk Drive

Street Address

Flora, IL

(hereinafter referred to as AGENCY).

WITNESSETH THAT:

WHEREAS, the College desires to make use of the AGENCY'S facilities for clinical nursing laboratory practice by students of the Nurse Assistant Program for the College, and

WHEREAS, the AGENCY has agreed to make its facilities available to the College and faculty 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 patient care for observation and participation by the students and faculty of the College, subject to the conditions and limitations contained herein.
2. The initial affiliation agreement and yearly renewal of said facilities of the AGENCY will be made by the Associate Dean of Nursing and Allied Health on behalf of the College and the Administrator and/or the Director of Nursing 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. The semester-by-semester communication and scheduling will be done by the Nurse Assistant Faculty of the college.
3. The College will be responsible for the teaching and guidance of the students in the clinical nurse assistant laboratory practice and will be available to the nurse assistant students.

The specific assignment of learning experiences for each student will be made and arranged by the Faculty on behalf of the College, in consultation with the Patient Care Manager, Supervisor, or Coordinator on behalf of the AGENCY. The College Faculty will assume supervision of the nurse assistant students during their laboratory experience in the AGENCY.

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

5. Supervision of the health requirement of all students making use of any of the AGENCY'S facilities, as contemplated herein, will be the responsibility of the Nurse Assistant Faculty of the College, and will comply with the policies of the health AGENCY.

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

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

Prior to the use of any AGENCY facilities, under the contemplated program, the College will furnish the AGENCY, upon request, the TB results for each participating student showing that said student fully complies with the health requirements of the AGENCY. The Nurse Assistant Instructor is required to keep records of TB tests.

6. The faculty of the College participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. The College Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Faculty member of the College participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

7. The Nurse Assistant Faculty of the College will provide orientation for the educational program for the AGENCY staff.

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

9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Nurse assistant students shall be covered by liability insurance prior to any assignment for practice at the AGENCY.

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

11. A review of this agreement will be made every three years in the spring. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete at the agency their nursing laboratory experience needed for completion of the program.

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

AGENCY: **Clay County Hospital**

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT 529
FRONTIER COMMUNITY COLLEGE

Director of Nursing

Administrator, Hospital or Agency

President

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

Revised: 5/23/96; 4/3/2020

Agenda Item #10H 3 & H 4

Jasper County Affiliation Agreements

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
CERTIFIED.MEDICAL ASSISTANT PROGRAM/ ELECTRONIC MEDICAL RECORDS
AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this __ day of May, 2020, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Electronic Medical Records (EMR) and/or Certified Medical Assistant Program (CMA) (hereinafter referred to as LTC) and Jasper County Health Department, Newton, IL (hereinafter referred to as AGENCY).

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical electronic medical records and/or clinical medical assistant laboratory practice by students of the EMR and/or Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant and/or electronic medical records 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 patient care that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S EMR and CMA 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 the College on behalf of Lincoln Trail 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 EMR and/or clinical medical assistant practice, and will be available to the EMR and/or medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the EMR and/or the Certified Medical 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 EMR/CMA 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 care and safeguard of patients and information assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to EMR/CMA 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.

EMR/CMA 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 EMR/CMA practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in EMR practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, COLLEGE will furnish the AGENCY, upon request, a medical record, including a physical, required immunizations, 10 panel Drug screen, TB test results, and background check. Requested submission of proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY will be provided.

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 the student from the COLLEGE EMR/CMA 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 of the educational program for the AGENCY staff.

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

9. Neither party hereto shall 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. EMR/CMA Faculty and EMR/CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. The COLLEGE and the AGENCY acknowledge that this agreement will automatically renew on an annual basis for a period of (2) years. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party

..
IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the th day of May , 2020.

AGENCY
Agency Administrator
Medical Services Director

(
ILLINOIS EASTERN COMMUNITY COLLEGES
DIS. #529/LINCOLN TRAIL COLLEGE

Electronic Medical Records Faculty Member

Agency Administrator

Certified Medical Assistant
Faculty Member

Medical Services Director

College Dean

Chairman, Board of Trustees
Illinois Eastern Community Colleges
2/24/2020

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
CERTIFIED MEDICAL ASSISTANT PROGRAM/ ELECTRONIC MEDICAL RECORDS
AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 11th day of May, 2020, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Electronic Medical Records (EMR) and/or Certified Medical Assistant Program (CMA) (hereinafter referred to as LTC) and Sikorski Chiropractic, Robinson, IL (hereinafter referred to as AGENCY).

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical electronic medical records and/or clinical medical assistant laboratory practice by students of the EMR and/or Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant and/or electronic medical records 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 patient care that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S EMR and CMA 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 the College on behalf of Lincoln Trail 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 EMR and/or clinical medical assistant practice, and will be available to the EMR and/or medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the EMR and/or the Certified Medical 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 EMR/CMA 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 care and safeguard of patients and information assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to EMR/CMA 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.

EMR/CMA 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 EMR/CMA practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in EMR practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, COLLEGE will furnish the AGENCY, upon request, a medical record, including a physical, required immunizations, IO panel Drug screen, TB test results, and background check. Requested submission of proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY will be provided.

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 the student from the COLLEGE EMR/CMA 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 of the educational program for the AGENCY staff.

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

9. Neither party hereto shall 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. EMR/CMA Faculty and EMR/CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. The COLLEGE and the AGENCY acknowledge that this agreement will automatically renew on an annual basis for a period of (2) years. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party . .

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the day of May , 2020.

Agency Director .

ILLINOIS EASTERN COMMUNITY COLLEGES
DIS. #529/LINCOLN TRAIL COLLEGE

Electronic Medical Records Faculty Member

Medical Services Director

Certified Medical Assistant
Faculty Member

Chairman, Board of Trustees
Illinois Eastern Community Colleges
2/21/20

Agenda Item 10I
Presidents' Contracts

Agenda #10I

To: Board of Trustees

From: Marilyn Holt

Date: April 15, 2020

RE: President's Contract

The Board of Trustees approved at the February Board of Trustees Meeting their intent to renew the Employment Contract for Presidents. Having completed all legal requirements and evaluations, it is my recommendation to approve the Employment Agreements commencing on September 1, 2020 and ending on August 31, 2022 between the following Presidents:

Frontier Community College	Dr. Gerald Edgren Jr.
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Olney Central College	Mr. Rodney Ranes
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Wabash Valley College	Dr. Matthew Fowler
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Agenda Item #11
Bid Committee Report

None

Agenda Item #12

District Finance

**Financial Report
Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
March 31, 2020**

FUND	BALANCE
Educational	\$6,272,690.33
Operations & Maintenance	\$775,673.47
Operations & Maintenance (Restricted)	\$379,730.38
Bond & Interest	\$475,013.85
Auxiliary	\$2,211,352.92
Restricted Purposes	(\$562,443.89)
Working Cash	\$2,484,316.21
Trust & Agency	\$489,235.42
Audit	\$671.44
Liability, Protection & Settlement	\$560,021.95
	<hr/>
TOTAL ALL FUNDS	\$13,086,262.08
	<hr/> <hr/>

Respectfully submitted,

Ryan Hawkins, Treasurer

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

	ALL FUNDS	
	Fiscal Year 2020	Fiscal Year 2019
ASSETS:		
CASH	\$ 13,086,262	\$ 12,254,282
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	12,500
CDB PROJECT TRUST	152,659	75,778
INVESTMENTS	14,825,000	18,750,000
RECEIVABLES	1,015,813	1,312,290
INVENTORY	431,572	452,424
OTHER ASSETS	463,650	462,250
FIXED ASSETS (Net of Depr)	15,921,513	16,316,397
TOTAL ASSETS AND OTHER DEBITS:	\$ 45,932,269	\$ 49,657,221
 LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ -	\$ 191,163
ACCOUNTS PAYABLE	76,371	403,058
DEFERRED REVENUE	111,305	766,462
L-T DEBT GROUP (FUND 9)	3,647,603	7,370,668
OPEB (Prior Year Restated for GASB 75 Implementation)	15,780,483	15,228,583
TOTAL LIABILITIES:	19,615,762	23,959,934
 FUND BALANCES:		
FUND BALANCE	24,051,340	27,260,063
INVESTMENT IN PLANT (Net of Depr)	15,921,513	16,316,397
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(19,428,086)	(22,599,251)
RESERVE FOR ENCUMBRANCES	5,771,740	4,720,078
TOTAL EQUITY AND OTHER CREDITS	26,316,507	25,697,287
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 45,932,269	\$ 49,657,221

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 For the Periods Ended March 31, 2020 & 2019

	FY 2020 <u>YEAR-TO-DATE</u>	FY 2019 <u>YEAR-TO-DATE</u>
REVENUES:		
LOCAL GOVT SOURCES	\$ 7,363,938	\$ 7,037,153
STATE GOVT SOURCES	8,161,377	8,886,216
STUDENT TUITION & FEES	13,465,458	13,901,972
SALES & SERVICE FEES	2,373,986	2,649,519
FACILITIES REVENUE	35,845	23,965
INVESTMENT REVENUE	319,114	308,046
OTHER REVENUES	248,893	1,036,254
TOTAL REVENUES:	<u>31,968,611</u>	<u>33,843,125</u>
EXPENDITURES:		
INSTRUCTION	8,106,722	8,194,649
ACADEMIC SUPPORT	344,276	351,826
STUDENT SERVICES	1,213,765	1,203,913
PUBLIC SERV/CONT ED	5,913	13,997
OPER & MAINT PLANT	2,331,771	2,209,155
INSTITUTIONAL SUPPORT	7,577,523	7,407,078
SCH/STUDENT GRNT/WAIVERS	6,118,809	6,242,210
AUXILIARY SERVICES	4,453,867	4,247,242
TOTAL EXPENDITURES:	<u>30,152,646</u>	<u>29,870,070</u>
TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	<u>-</u>	<u>-</u>
TOTAL TRANSFERS AMONG FUNDS:	<u>-</u>	<u>-</u>
NET INCREASE/DECREASE IN NET ASSETS	<u>\$ 1,815,965</u>	<u>\$ 3,973,055</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2018-2020**

College	Category	FISCAL YEAR 2018			FISCAL YEAR 2019			FISCAL YEAR 2020			% of Year
		Anticipated Budget	Spent Thru March	% of Bdgt	Anticipated Budget	Spent Thru March	% of Bdgt	Anticipated Budget	Spent Thru March	% of Bdgt	
Frontier	Bills		\$ 569,475			\$ 531,813			\$ 604,391		
	Payroll		1,566,303			1,570,322			1,535,043		
	Waivers		708,140			846,377			684,950		
	Totals	\$ 4,189,416	2,843,918	68%	\$ 4,550,604	2,948,512	65%	\$ 4,370,599	2,824,384	65%	75%
Lincoln Trail	Bills		788,823			907,293			823,775		
	Payroll		1,703,218			1,665,176			1,645,359		
	Waivers		845,693			770,631			839,649		
	Totals	\$ 4,531,653	3,337,734	74%	\$ 4,788,234	3,343,100	70%	\$ 5,365,117	3,308,783	62%	75%
Olney Central	Bills		1,173,787			1,207,160			1,205,065		
	Payroll		3,460,094			3,252,521			3,294,767		
	Waivers		618,595			627,293			737,062		
	Totals	\$ 7,303,330	5,252,476	72%	\$ 7,449,755	5,086,974	68%	\$ 7,669,580	5,236,894	68%	75%
Wabash Valley	Bills		942,187			1,019,047			1,104,443		
	Payroll		2,210,026			2,214,580			2,195,274		
	Waivers		1,307,234			1,356,469			1,459,717		
	Totals	\$ 6,136,568	4,459,447	73%	\$ 6,236,897	4,590,096	74%	\$ 6,449,215	4,759,434	74%	75%
Workforce Educ.	Bills		200,704			211,780			184,332		
	Payroll		804,905			813,067			759,029		
	Waivers		2,391,937			2,495,088			2,195,080		
	Totals	\$ 4,869,942	3,397,546	70%	\$ 4,258,339	3,519,935	83%	\$ 4,396,670	3,138,441	71%	75%
District Office	Bills		238,737			246,546			233,504		
	Payroll		776,187			825,755			793,856		
	Waivers		-			-			-		
	Totals	\$ 1,614,463	1,014,924	63%	\$ 1,519,023	1,072,301	71%	\$ 1,551,484	1,027,360	66%	75%
District Wide	Bills		1,119,851			1,419,750			1,672,268		
	Payroll		592,527			634,673			657,459		
	Waivers		131,922			145,291			202,547		
	Totals	\$ 2,705,152	1,844,300	68%	\$ 2,883,536	2,199,714	76%	\$ 3,107,121	2,532,274	81%	75%
GRAND TOTALS		\$31,350,524	\$ 22,150,345	71%	\$ 31,686,388	\$22,760,632	72%	\$32,909,786	\$22,827,570	69%	75%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
March 31, 2020

	FY 2020		FY 2019		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 10,880,787	47.67%	\$ 10,976,094	48.22%	\$ (95,307)	-0.868%
Employee Benefits	1,927,770	8.44%	2,061,834	9.06%	(134,064)	-6.502%
Contractual Services	1,124,830	4.93%	890,243	3.91%	234,587	26.351%
Materials	1,177,283	5.16%	1,195,711	5.25%	(18,428)	-1.541%
Travel & Staff Development	141,270	0.62%	149,815	0.66%	(8,545)	-5.704%
Fixed Charges	77,861	0.34%	126,731	0.56%	(48,870)	-38.562%
Utilities	843,178	3.69%	920,821	4.05%	(77,643)	-8.432%
Capital Outlay	438,162	1.92%	107,528	0.47%	330,634	307.486%
Other	6,216,429	27.23%	6,331,855	27.82%	(115,426)	-1.823%
	<u>\$ 22,827,570</u>	<u>100.00%</u>	<u>\$ 22,760,632</u>	<u>100.00%</u>	<u>\$ 66,938</u>	<u>0.294%</u>

Agenda Item #13

Chief Executive Officer's Report

Agenda 14

Executive Session

Agenda Item #15

Approval of Executive Session Minutes

None

Agenda Item #16

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: April 17, 2020
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1, 400.4, 400.6, 400.7, 400.8 and 400.9 have been sent under separate cover.

INDEX

- 400.2. Employment of Personnel**
- 400.3. Academic Rank Change from Instructor to Assistant Professor**
- 400.4. Academic Rank Change from Associate Professor to Professor**
- 400.5. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty**
- 400.6. Approval of Contracts for Presidents**
- 400.7. Temporary Contract**
- 400.8. Special Assignment**
- 400.9. Resignation Ratification**

- 400.10. Retirement Ratification**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Brittany Ochs, Radiography Instructor, OCC, effective August 13, 2020.

400.2. Academic Rank Change from Instructor to Assistant Professor

A. Faculty

1. Sarah Bergbower
2. Laurie Jenkins
3. Aaron Lineberry

400.3. Academic Rank Change from Associate Professor to Professor

A. Faculty

1. Anne Hustad

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

400.5. Approval of Contracts for Presidents

A. Administration

1. Jay Edgren, Frontier Community College
2. Rodney Ranes, Olney Central College
3. Matt Fowler, Wabash Valley College

400.6. Temporary Contract

A. Professional Non-Faculty, Non-Exempt

1. Tona Ambrose, Director of College Access, LTC, effective May 8, 2020.

400.7. Special Assignment

A. Other

1. Dana Hart, Interim Director of HR, \$500/month, effective April 22, 2020.

400.8. Resignation Ratification

A. Administration

1. Tara Buerster, Director of Human Resources, DO, effective April 21, 2020.

400.9. Retirement Ratifications

B. Faculty

1. Kathleen Hudson, Associate Professor, WVC, effective August 1, 2020.

Approval Item #17

Collective Bargaining

None

Agenda Item #18

Litigation

None

Agenda Item #19

Other Items

Agenda Item #20

Adjournment

