

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**January 16, 2018**



**Location:**

**Lincoln Trail College  
11220 State Highway 1  
Robinson, Illinois 62454**

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

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

**Illinois Eastern Community Colleges  
Board Agenda**

**January 16, 2018  
7:00 p.m.  
Lincoln Trail College  
Cafeteria**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... CEO Bruce
3. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval) ..... Bruce
  - A. 100.37 Freedom of Information Act Policy
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. Employee Satisfaction Survey Results FY2018 ..... Cutchin
  - B. Phase 10 Carryover – Project Application ..... Browning
  - C. Resolution for PHS Carryover Project Application ..... Browning
  - D. Freedom of Information Act Fee Schedule ..... Bruce
  - E. Affiliation Agreements  
Keystone America Hosselton Funeral Home - Health Informatics - FCC  
Christopher Rural Health Clay Medical Center - Phlebotomy - OCC
9. Bid Committee Report ..... Bruce
  - A. None
10. District Finance
  - A. Financial Report ..... Browning
  - B. Approval of Financial Obligations ..... Browning
11. Chief Executive Officer’s Report ..... Bruce
12. Executive Session ..... Bruce

- 13. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes..... Bruce
  - B. Audio Executive Session Minutes ..... Bruce
- 14. Approval of Personnel Report ..... Bruce
- 15. Collective Bargaining ..... Bruce
  - Approval of Two Year Contract with Bargaining Unit Faculty
- 16. Litigation ..... Bruce
- 17. Other Items
- 18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, December 12, 2017.

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

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

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

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

Also present at this meeting, in addition to trustees:

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Roger Browning, Chief Finance Officer.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information Technology and Communications.

Jeff Cutchin, Chief Academic Officer.

Renee Smith, Executive Assistant to CEO/Board Secretary.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held November 21, 2017 were presented for disposition.

**Board Action to Amend Minutes:** Trustee Al Henager made a motion to amend the minutes to include the attendance of Alex Cline whose name had been inadvertently omitted. Trustee James Lane seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**Board Action to Approve Amended Minutes:** Trustee Brenda Culver made a motion to approve the minutes of the foregoing meeting as amended. Trustee Madison Ferreira seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

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

**#3-A. Visitors & Guests:** Visitors & guests present were recognized.

**#3-B. IECEA Representative:** None.

**AGENDA #4 – “Public Comment”** – None.

**AGENDA #5 – “Reports”** –

**#5-A. Report from Trustees:** None.

**#5-B. Report from Presidents:** Informational reports on upcoming events were provided by the College Presidents.

**#5-C. Report from Cabinet:** None.

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

**#6-A. Policy 100.31 Preventing Sexual Misconduct Policy:** Revisions to the policy were outlined to ensure compliance with recent legislative changes that address retaliation and consequences of making a false report. The revised policy was presented as follows:

**Preventing Sexual Misconduct Policy (100.31)**

Date Adopted: July 19, 2016

Revised: October 18, 2016

Revised: January 17, 2017

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

Revised: December 12, 2017

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

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

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

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

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

- A. On College property; or
- B. Off College property if;
  - 1. The conduct was in connection with a College or College-recognized program or activity;
  - or
  - 2. Otherwise has a connection to the College.

**Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Examples of Sexual Harassment

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

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

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

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

I. **Sexual Misconduct:** Includes sexual harassment, sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence, and stalking.

J. **Sexual Violence:** Physical sexual acts perpetuated against a person's will or where a person is incapable of giving consent (e.g. due to the person's age, use of drugs or alcohol, or because an intellectual or other disability prevents the person from having the capacity to give consent). Sexual violence includes, but is not limited to, rape, sexual assault, sexual battery, sexual abuse and sexual coercion.



K. Stalking: Engaging in a course of conduct directed at a specific person that involves repeated (two or more occasions) visual or physical proximity, nonconsensual communication, or verbal, written, or implied threats, or a combination thereof, that would cause a reasonable person to: 1) fear for his or her safety or the safety of others; or 2) suffer substantial emotional distress.

L. Threat: Any oral or written expression or gesture that could be interpreted by a reasonable person as conveying intent to cause harm to persons or property.

**Title IX Coordinator**

A. The Title IX Coordinator for Illinois Eastern Community Colleges is:  
 Ashlee Spannagel, Program Director of Grants, Compliance & Outreach  
 Address: 320 East North Avenue, Noble, IL 62868  
 Telephone: 618-393-3491  
 Email: spannagela@iecc.edu

Responsibilities of the Title IX Coordinator include:

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

B. Deputy Title IX Coordinators:

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

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

Responsibilities of the Deputy Title IX Coordinators include:

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

C. Sexual Misconduct Investigators:

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

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

Office for Civil Rights, Chicago Office U.S. Department of Education  
500 W. Madison Street. Suite 1475  
Chicago. IL 60661-4544  
Telephone: (312) 730-1560  
Email [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov)  
Website: <http://www.ed.gov/ocr>

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

Illinois Department of Human Rights  
James R. Thompson Center  
100 W. Randolph Street, 10<sup>th</sup> Floor  
Chicago, Illinois 60601  
Telephone (312) 814-6245  
Telephone TTY (866) 740-3953

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

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

Illinois Department of Human Rights  
2309 West Main Street  
Marion, IL 62959  
Telephone (618) 993-7463  
Telephone TTY (866) 740-3953

**Procedure – Addressing Sexual Misconduct**

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

## **Options for Assistance Following an Incident of Sexual Assault**

### A. Medical Attention and Evidence Preservation

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

#### Preservation of Evidence:

- In Illinois, evidence may be collected even if you chose not to make a report to law enforcement. It is important that a victim of sexual assault not bathe, douche, smoke, change clothing or clean the bed/linen/area where they were assaulted if the offense occurred within the past 96 hours, so that evidence to prove the criminal activity may be preserved. In circumstances of sexual assault, if victims do not opt for forensic evidence collection, health care providers can still treat injuries and take steps to address concerns of pregnancy and/or sexually transmitted disease.
- Victims of sexual assault, domestic violence, stalking, and dating violence are encouraged to also preserve evidence by saving text messages, instant messages, social networking pages, other communications, and keeping pictures, logs or copies of other documents, if they have any, that would be useful to investigators or the police.
- As time passes, evidence may dissipate or become lost or unavailable, thereby making investigation, possible prosecution, disciplinary proceedings, or obtaining protection from abuse orders related to the incident more difficult. If a victim chooses not to make a complaint regarding an incident, he or she, nevertheless, should consider speaking with someone and taking steps to preserve evidence in the event that the victim changes his/her mind at a later date.

### B. Victim Advocacy

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

### C. Emergency Response

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

## **Addressing Confidentiality**

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

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

If a victim discloses an incident to a Responsible Employee, but wishes to maintain confidentiality or requests that no investigation into a particular incident be conducted or disciplinary action taken, that request must be weighed against the Board's obligation to provide a safe environment for all students and employees, including the student victim.

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

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

- Title IX Coordinator
- Chief Executive Officer
- Legal Counsel

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

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

### **Reporting and Confidentially Disclosing Sexual Misconduct**

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

### **Confidential Reporting Options:**

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

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

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

A victim who speaks to a confidential advisor must understand that, if the student victim wants to maintain confidentiality, IECC's ability to conduct an investigation into the particular incident or pursue disciplinary action against the alleged perpetrator(s) may be diminished.

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

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

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

#### **Timely Warning and/or Emergency Notification:**

If the alleged perpetrator(s) pose a serious and immediate threat to the community, IECC may be called upon to issue a timely warning to the community. Any such warning will not include any information that identifies the victim.

#### **Reporting to an Employee:**

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

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

- College and District Administration
- Title IX Coordinator and Deputy Coordinators
- Supervisors and Managerial Staff
- Faculty
- Coaches and Athletic Directors

- Student Advisors and Student Group Advisors

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

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

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

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

### **Interim Measures**

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

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

Interim measures will also include:

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

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

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

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

### **Miscellaneous**

A. **Electronic and Anonymous Reporting.** Although direct verbal reporting of complaints is preferred, an online system for electronic and anonymous reporting is available for use by victims or bystanders. The system will notify the user (before s/he enters information) that entering personally identifying information may serve as notice for the purpose of triggering an investigation. Electronic reports can be filed via a form on the IECC webpage and will generally receive a response within 12 hours with a list of available resources absent an emergency.

B. **Off-Campus Counselors and Advocates,** Off-campus counselors, advocates, and health care providers will also generally maintain confidentiality and not share information unless the victim requests the disclosure and signs consent or waiver form or unless that individual has reporting or other obligations under state law.

C. **Clery Act Reporting Obligations.** Pursuant to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act," 20 U S C 1092(f)), the Annual Security Report (ASR) is available to all current students and employees. The ASR documents three calendar years of select campus crime statistics (including statistics regarding incidents of dating violence, domestic violence, and stalking), security policies and procedures and information on the basic rights guaranteed to victims of sexual assault. The Clery Act also requires timely issuance of warnings to the campus community about crimes that have already occurred but may continue to pose a serious or ongoing threat to students and employees.

### **Title IX Complaint Investigation Procedures**

#### **A. Formal Investigation Process**

##### **1. Initiation of Investigation by Title IX Coordinator:**

a. Upon receipt of a complaint of Sexual Misconduct under this Policy, by a student victim or complainant, the Title IX Coordinator will appoint a trained investigator who will initiate a prompt, fair and thorough investigation.

b. The investigation will be coordinated by the Title IX Coordinator and/or one of the Deputy Coordinators (if a student), and will generally conclude within 60 calendar days or less.

i. Where the allegations are complex or other factors delay the investigative process an extension may be granted by the Title IX Coordinator.

ii. If an extension is necessary, the complainant and the respondent will be notified.

##### **2. IECC Officials Involved in the Resolution of Complaints:**

a. With respect to complaints that involve an employee, vendor, contractor, or visitor, the Department of Human Resources and the Title IX Coordinator will manage the investigation into the allegations and will recommend appropriate sanctions against the employee and interim measures, if any, for an employee.

b. With respect to complaints that involve a student, the Deputy Title IX Coordinators will manage the investigation and recommend appropriate sanctions against the student and interim measures, if any, for a student.

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

3. Addressing Conflict of Interest:

a. If, prior to the initiation of the investigation, either the complainant or the accused alleges that an Investigator has a conflict of interest, after hearing from both parties on the topic, the Title IX Coordinator will decide whether to excuse the Investigator and announce his/her decision in writing to both parties.

b. If the Title IX Coordinator determines that the Investigator should be excused, or if an Investigator is unavailable to conduct the investigation, the Title IX Coordinator will appoint a replacement Investigator.

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

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

a. Generally, within 10 business days of receipt of a complaint by the Title IX Coordinator, the complainant and respondent will be notified in writing of the following:

i. The accused;

ii. The complainant (unless determined to honor a request by the complainant to remain confidential);

iii. The date(s) of the alleged misconduct;

iv. A brief description of the allegation;

v. The specific provisions of this Policy that were allegedly violated;

vi. The identity of the individual(s) with authority to make a finding or impose a sanction prior to any contact from the individual(s); and

vii. The investigatory process that will follow.

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

a. The victim and/or complainant and respondent will each be afforded the right to present information and witnesses relevant to his or her case.

b. When the victim and/or complainant or respondent is requested to appear at an investigatory meeting or proceeding related to a complaint, he or she may be accompanied by a silent advisor.

i. A silent advisor may be a family member, peer, advocate, staff/faculty member, a union representative, etc.

ii. The silent advisor will be informed prior to any meeting that he/she is not allowed to provide information to the investigator or ask questions of the party during the interview process.

c. If the respondent is an employee, any employee misconduct investigation procedures outlined in other applicable employee policies or collective bargaining agreement may be followed.

d. Mediation will not be used to resolve a complaint of sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence, and stalking, but may be used to resolve a case of sexual harassment.

7. Evidence Considered:



- a. A trained investigator(s) will interview and receive evidence from the victim, complainant, respondent and any witnesses identified during the course of the investigation.
- b. The victim's prior sexual history with anyone other than the respondent will not be considered during the investigation or any proceeding related to a complaint.
- c. The mere fact of a current or previous consensual dating or sexual relationship between the victim and respondent does not itself imply consent.

8. Concurrent Criminal Investigation: The existence of a concurrent criminal investigation by law enforcement agencies will not necessarily delay or interrupt the investigation procedures outlined herein. However, the law enforcement agency may request that the internal investigation be temporarily suspended. Such request will be evaluated to determine whether, and for how long, to suspend the internal investigation.

9. Report of Investigation:

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

10. Determination:

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

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

The Notice of Decision will contain:

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

11. Sanctions, Protective Actions, and Remedies:

a. Sanctions:

- i. Sanctions will be determined by the Title IX Coordinator and other College officials, as appropriate.
- ii. Sanctions will be communicated with College officials only on a need-to-know basis to ensure the sanctions are implemented appropriately.
- iii. Students who have violated the Sexual Misconduct Policy are subject to any sanctions set forth in the Code of Student Conduct or other Program policies, up to and including expulsion. For students, sanctions include verbal reprimands, written warnings, probation, loss of privileges, limits to access and/or movement

on campus, restitution, educational or work assignments, suspension for a period of one or more days, expulsion, withholding a degree, removal from courses, etc. Students could have their privileges to participate in extracurricular activities temporarily suspended if involved in an ongoing investigation.

- iv. Employees who have violated the Sexual Misconduct Policy will be subject to sanctions including warning, reprimand, limits to access and/or movement on campus, suspension with or without pay, suspension for part of a day or for a period of one or more days, demotion, and other forms of disciplinary action up to and including dismissal as appropriate under applicable District procedures.

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

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

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

- b. Protective Actions: Protective measures may be implemented as appropriate, including no-contact orders, trespass notices, or other protective measures. Although IECC does not issue orders of protection, IECC will enforce court ordered no-contact, restraining and/or protective orders to the fullest extent.
- c. Remedies: Remedies for the victim and/or complainant depend upon the specific nature of the complaint, as do remedies for the community as a whole.

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

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

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

- Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students and employees affected by sexual discrimination, harassment, and/or misconduct;
- Designating individuals to be available to assist victims of sexual discrimination, harassment and/or misconduct whenever needed;

- Developing materials on sexual discrimination, harassment and misconduct for campus-wide distribution to students, employees, and/or third-parties;
- Creating a committee of students and personnel to identify strategies for preventing and addressing sexual discrimination, harassment and misconduct; and
- Conducting periodic climate surveys to identify how students and employees perceive and experience sexual discrimination harassment and misconduct at Illinois Eastern Community Colleges.

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

### A. Appeal Request

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

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

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

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

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

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

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

The Title IX Coordinator will ensure that the Appeal Authority is provided with the following materials: (a) the notice of complaint document; (b) the investigatory materials (including all interview recordings and tangible evidence considered by the investigator during the investigation); (c) the Notice of Decision;

(d) the Notice of Appeal; and (e) any documents/statement provided to the Notice of Appeal. These materials comprise the “Record on Appeal.”

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

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

#### B. Establishment of the Standing Appeal Authority

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

Director of Human Resources, Tara Buerster  
Alternate: Director of Information & Communications Technology, Alex Cline

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

#### C Hearing Procedures for the Appeal Authority

1. The hearing will be closed to the public.
2. The victim and/or complainant and respondent shall each be entitled to appear in person with an advisor (as defined above) and present his/her case to the AA, and call witnesses in his/her behalf.

When requested by the victim, the AA shall make arrangements so that the victim and respondent do not have to be in the same room at the same time (such as by arranging for participation via videophone, closed circuit television, video conferencing, or other means).

3. The hearing will begin with a presentation by the Title IX Coordinator/Deputy Coordinator of his/her determination, followed by a presentation by the appellant. The appellee may present his/her case as well.
4. The Title IX Coordinator/Deputy Coordinator, appellant and appellee may present information in oral and written form, by witnesses and/or through documents. The parties will be given an opportunity to question witnesses. However, the complainant and the respondent may not directly cross examine one another, but may, at the discretion and direction of the individual or individuals resolving the complaint, suggest questions to be posed by the individual or individuals resolving the complaint and respond to the other party.
5. The AA reserves the right to hear the testimony of witnesses separately, so that the witnesses will not hear each other's testimonies.
6. Pertinent and relevant information will be reviewed by the AA without regard for the legal rules of evidence.
7. The Title IX Coordinator/Deputy Coordinator, appellant and appellee may make closing statements at the conclusion of the hearing on both the issue of misconduct and the issue of the recommended discipline.

8. An audio recording of the proceedings will be created and a record will be made available to either party upon request.
9. The AA will render its written decision within 7 business days after the hearing, absent extenuating circumstances. The decision will be to affirm, reverse or modify the Title IX Coordinator/Deputy Coordinator's determination as to the violation of Policy and the sanction imposed (if any).
10. If a student respondent is found not to have engaged in Sexual Misconduct in violation of Policy, and if coursework has been missed as a direct result of the action taken against the student respondent, appropriate action will be taken to assist the student respondent in completing the course(s).
11. In all cases other than suspension or expulsion, the decision of the AA is final.
12. If the decision of the AA is to suspend or expel the student respondent, that decision will be transmitted to the Chief Academic Officer. The student respondent will then have two business weeks after the decision to appeal pursuant to the standard student grievance procedure. The appeal/grievance will consist of the student respondent's written statement of disagreement with the decision and argument for reversal, relevant documentation and the recording or transcript of the AA hearing. Upon further advancement of a grievance, relevant information will be reviewed before making a decision to uphold the suspension or expulsion or to take other appropriate action.

### **Training, Prevention and Education**

#### A. For Students and Employees

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

#### B. For Employees

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

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

### **Publication**

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

### **Task Force**

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

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

### **Reporting**

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

**Notification of Rights and Options**

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

**Reporting to IECC**

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

A. The Title IX Coordinator is: Ashlee Spannagel, Program Director of Grants, Compliance, & Outreach, 320 East North Avenue, Noble, IL 62450, 618-393-3491, spannagela@iecc.edu.

B. The Deputy Title IX Coordinators are:

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

C. Electronic/Anonymous reporting: <https://www.iecc.edu/e4/forms/svcf/default.php>

D. Additional Non-Confidential Resources On-Campus:

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

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

**Responsive Procedures:**

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

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

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

## Confidential Options for Reporting:

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

CAISA, Robinson, IL (serving Lincoln Trail, Olney Central, and Wabash Valley) 618- 544-9379  
 After-Hours Crisis Hotline: 866-288-4888

SAFE, Mt. Vernon, IL (serving Frontier) 618-244-9330  
 After-Hours Crisis Hotline: 800-625-1414

## Additional Off-Campus Resources:

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

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

Frontier Comm. College  
 Fairfield Police 911  
 Wayne Co. Sheriff 842-6631  
 \*Fairfield Memorial 842-2611  
 303 NW 11<sup>th</sup> Street  
 Fairfield, IL 62837-2601  
 SAFE 244-9330  
 Wayne Family Counseling  
 Regular Hours 842-2125  
 24 Hour Crisis 395-5026

Lincoln Trail College  
 Robinson Police 911  
 Crawford Co. Sheriff 546-1515  
 \*Crawford Memorial 544-3131  
 1000 N Allen Street  
 Robinson, IL 62454  
 CAISA 544-9379  
 Crawford Family Counseling  
 Regular Hours 546-1021  
 24 Hour Crisis 395-5026

Olney Central College  
 Olney Police 911  
 Richland Co. Sheriff 395-7481  
 \*Carle Richland Memorial 395-2131  
 800 E. Locust Street  
 Olney, IL 62450  
 CAISA 544-9379  
 Richland Family Counseling  
 Regular Hours 395-4306  
 24 Hour Crisis 395-5026

Wabash Valley College  
 Mt. Carmel Police 911  
 Wabash Co. Sheriff 262-4186  
 \*Wabash General 262-8621  
 1418 College Drive  
 Mt. Carmel, IL 62863  
 CAISA 544-9379  
 Depot Counseling  
 Regular Hours 263-4970

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



## Appendix A

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

**Frontier Community College**  
2 Frontier Drive  
Fairfield, IL 62837  
Phone: (618) 842-3711

Megan Black  
Eric Resor

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

Tyler Browning  
Rena Gower

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

Linda Horn  
Doug Shipman

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

Kalie Naas  
John Day

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

Laurel Taylor  
Kim Underwood

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

Bonnie Chaplin  
Alex Cline

The Chief Executive Officer shall update Appendix A as necessary.

**Recommendation:** The CEO recommended that second reading be waived and that the revised foregoing policy be approved.

**Board Action:** Trustee James Lane made a motion that second reading be waived and that the revised Preventing Sexual Misconduct 100.31 policy be approved as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#6-B. Allied Health Technology Requirements 200.6:** Revisions to the policy were outlined to ensure compliance with recent legislative changes that address retaliation and consequences of making a false report. The revised policy was presented as follows:

ADMINISTRATION- 200

**Allied Health Technology Requirements Policy (200.6)**

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

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

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

**Allied Health Technology Fee**

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

**The following stipulations are in effect for this initiative:**

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

Devices should be registered with the manufacturer upon setup.

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

**Recommendation:** The CEO recommended that second reading be waived and that the revised foregoing policy be approved.

**Board Action:** Trustee Brenda Culver made a motion that second reading be waived and that the revised Allied Health Technology Requirements 200.6 policy be approved as recommended.

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

**AGENDA #7 – “Policy Second Reading”** - None.

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

**#8-A. Allied Health Technology Program Fee:** Students who enroll in the Associate Degree in Nursing Program and the Associate in Applied Science in Radiography Degree will be required to purchase an Apple iPad and a two-year Apple Care warranty. The fee will be the actual cost of the iPad and Apple Care warranty. Information Technology staff and Allied Health administration will review purchase options yearly.

If a student currently has an iPad device, they can have it reviewed by Allied Health and IT staff to ensure it meets the minimum qualifications for use in the program. Staff will publish the minimum qualifications on a yearly basis. Upon Board approval, the fee would be effective for new students who enroll in the Fall semester of 2018. The CEO recommended approval of the Allied Health Technology Program fee.

**Board Action:** Trustee James Lane made a motion to accept the Allied Health Technology Program Fee as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student Advisory Vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8B. Lease Agreement with Twin Rivers:** Lincoln Trail proposes to lease to Twin Rivers Regional Vocational System approximately 560 square feet of office space and charge \$225.00 per month for a total annual lease amount of \$2,700.00, effective January 1, 2018. The CEO recommended approval of the following lease agreement:

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

1. The Lease Agreement entered into this 1st day of January, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Twin Rivers Regional Vocational Systems whose address is 301 S. Cross St. Ste 235, Robinson, IL 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.

2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC/LTC, 11220 State Hwy 1, Robinson, IL 62454 (Professional Annex Building Room 402 - approximately 560 sq. ft.), and to share common space of the building that includes the restrooms to be used exclusively as an office facility for the facilitation of the Twin Rivers Regional Vocational System to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing January 1, 2018 through Dec 31, 2018 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Thousand Seven Hundred Dollars (\$2,700.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$225.00. The rent shall be due by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$225.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

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

**#8-C. Educational Services at Lawrence and Robinson Correctional Centers:** The Illinois Community College Board has determined that the college district in which a Correctional facility is located must consent to a non-resident college teaching courses within the district. Lake Land College has submitted a contract to Illinois Eastern to provide educational services at the Lawrence Correctional Facility and at the Robinson Correctional Facility. The CEO recommended approval of the following agreement to allow Lake Land College to provide educational services at the Lawrence Correctional Facility and at the Robinson Correctional Facility.

In accordance with *Section 1501.307 g) 3)* of the System Rules of the Illinois Community College Board (ICCB), Lake Land College is requesting permission to offer and operate programs and services in a community college district other than its own, in this case the district of Illinois Eastern Community Colleges and is seeking approval from the ICCB for this request.

Since it is the desire of the parties to this agreement to expand educational programs and services to Illinois Department of Corrections (IDOC) correctional institutions in Illinois Eastern Community Colleges' district, but said institution has decided to forego offering of these services per the IDOC terms and specifications, Lake Land College has secured agreement with Illinois Eastern Community Colleges to offer these services.

The educational programs to be offered by Lake Land College as part of this agreement are approved by the ICCB and the Illinois Board of Higher Education (as appropriate). Below are the details of the agreement:

1. PROGRAM(S) BEING OFFERED
  - a. Construction Occupations
  - b. Culinary Arts
  - c. Custodial Maintenance
  - d. Horticulture
  - e. Restaurant Management
  - f. Career Tech
2. LOCATION OF PROGRAM OFFERING(S)
  - a. Lawrence Correctional Center (a, b, c and f above)
  - b. Robinson Correctional Center (b, c, d, e and f above)
3. PROGRAM CONTACT(S)
  - a. Dr. Jim Hull
  - b. Brandon Young
4. PROVISIONS OF AMENDMENT OR TERMINATION
  - a. See separate intergovernmental agreement
  - b.

In addition, the parties understand that:

- An annual updated list of programs being provided at the IDOC must be provided to the ICCB by August 31<sup>st</sup> of each year, beginning after the completion of the first year, during the terms of the agreement.
- Lake Land College understands that a signed copy of this letter must be accompanied by the intergovernmental agreement / cooperative agreement / contract that is being executed / considered with The Illinois Department of Corrections, in order to be approved.
- This agreement must be reaffirmed by the Colleges and considered again by the ICCB every five years from the date of execution.

**THIS AGREEMENT** is entered into by and among the parties for the expressed purpose of providing programs and services at Illinois correctional institutions which exist outside of the Lake Land College district.

**Board Action:** Trustee Al Henager made a motion to approve the foregoing agreement with Lake Land College to provide educational services at Lawrence Correctional Facility and at the Robinson Correctional Facility as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: none. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-D. Motorcycle Safety Training Agreements:** The CEO recommended approval of a motorcycle safety training agreement with Southern Illinois University at Carbondale for each of the four IECC colleges for 2018.

**Board Action:** Trustee Gary Carter made a motion to approve the Motorcycle Safety Training Agreements between Southern Illinois University at Carbondale for Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Student advisory vote: Yea. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. Affiliation Agreement:** The CEO recommended approval of an affiliation agreement with Carle Richland Memorial Hospital for FCC's Health Informatics Program and with Crawford Memorial Hospital for LTC's Basic Nurse Assistant Program.

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

**AGENDA #9 – “Bid Committee Report”** – None.

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

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

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for December 2017 totaling \$513,356.14 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 December, 2017, in the amounts listed. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer’s Report”** – None.

**AGENDA #12 – “Executive Session”** – The Board of Trustees did not hold an executive session at this meeting.

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

**#13-A. Written Executive Session Minutes:** No executive session was held during the regular meeting, Tuesday, November 21, 2017.

**#13-B. Audio Recordings of Executive Sessions:** No executive session was held during the regular meeting, Tuesday, November 21, 2017.

**#13-C. Semi-Annual Review of Executive Session Minutes:** The Board of Trustees having conducted a semi-annual review of executive session minutes as mandated by Section 2.06 of the Open Meetings Act, the CEO presented the following report and recommendations:  
The following written executive session minutes were reviewed in June 2017 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995.
2. Tuesday, August 15, 1995.
3. Tuesday, September 19, 1995.
4. Friday, August 2, 1996.
5. Tuesday, January 20, 1998.
6. Tuesday, June 15, 1999.
7. Tuesday, July 20, 1999.
8. Tuesday, February 20, 2001.
9. Tuesday, March 20, 2001.
10. Tuesday, June 19, 2001.
11. Tuesday, July 17, 2001.
12. Tuesday, August 21, 2001.
13. Tuesday, September 18, 2001.
14. Tuesday, June 18, 2002.
15. Tuesday, July 16, 2002.
16. Tuesday, August 20, 2002.
17. Tuesday, September 17, 2002.
18. Tuesday, December 10, 2002.
19. Tuesday, February 18, 2003.
20. Tuesday, June 17, 2003.
21. Tuesday, August 19, 2003.
22. Tuesday, September 16, 2003.

23. Tuesday, August 17, 2004.
24. Tuesday, December 14, 2004.
25. Tuesday, June 21, 2005.
26. Tuesday, July 19, 2005.
27. Tuesday, August 16, 2005.
28. Tuesday, April 18, 2006.
29. Tuesday, November 21, 2006.
30. Tuesday, October 15, 2013.

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in December 2017:

1. None.

C. The following written executive session minutes have been approved and opened to the public record:

1. None.

D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. None.

E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the audio tape recordings of the following meetings have been held by the Secretary for more than the 18 months required, and the Secretary is directed to destroy these recordings after this meeting:

1. Tuesday, May 17, 2016.

F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were not held on the following dates:

1. Tuesday, June 20, 2017.
2. Tuesday, July 18, 2017.
3. Tuesday, August 15, 2017.
4. Tuesday, September 19, 2017.
5. Tuesday, October 17, 2017.
6. Tuesday, November 21, 2017.

G. It is recommended that the following previously approved closed meeting minutes be open to the public record:

1. None.

**Board Action:** Trustee Al Henager made a motion to adopt the foregoing report and recommendations as outlined, for minutes of executive sessions held on the dates listed. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted.

**AGENDA #14. Personnel Report:** Tara Buerster presented the following personnel report and the CEO recommended approval.



## **400.1. Employment of Personnel**

### **A. Faculty**

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

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

**AGENDA #15 – Collective Bargaining** – None.

**AGENDA #16 – Litigation** – None.

**AGENDA #17 – Other Items** – None.

**AGENDA #18 – Adjournment** – Trustee Al Henager made a motion to adjourn. Trustee James Lane seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 7:45 p.m.

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Recognition of Visitors and Guests**

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

**Agenda Item #4**

**Public Comment**

**Agenda Item #5**

**Reports**

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

**Agenda Item #6**

**Policy First Reading (and Possible Approval)**

**100.37 Freedom of Information Act Policy**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: January 16, 2018  
RE: Freedom of Information Act Policy 100.37

The District has always complied with the Freedom of Information Act (FOIA) since its enactment. It is now required that the District set forth a written policy outlining the provisions of FOIA and declare that all persons are entitled to full and complete information regarding the affairs of the District.

In addition, the District is to appoint a FOIA officer, set forth the duties of FOIA officer, and that the officer will process all requests for information in accordance with the Act, develop a list of documents that shall be released, and complete required training.

In addition, the District will place, on the website, a list of public records maintained, available for inspection, and reproduction. The website will also include the FOIA fee schedule for release of the information.

Under this policy, the Board will appoint Tara Buerster as FOIA officer. Ms. Buerster has been performing this office for many years already.

I recommend the Board's approval of the new Freedom of Information Act Policy.

TLB/rs

Attachment



**Freedom of Information Act (100.37)**

Date Adopted: January 16, 2018 (Pending Board Approval)

The Board of Trustees and employees of Illinois Eastern Community Colleges will comply with the provisions of the Illinois Freedom of Information Act (hereinafter, "Act" or "FOIA"), 5 ILCS 140. The Act declares "that all persons are entitled to full and complete information regarding the affairs of government and the official acts and policies of those who represent them as public officials and public employees." In response, procedures shall be established and the District Director of Human Resources is appointed as the FOIA Officer.

The FOIA Officer (or designee) shall coordinate all efforts pertaining to the Freedom of Information Act including, but not limited to, these responsibilities identified in 5 ILCS 140/3.5:

1. receive and process all written requests for public information in accordance with the Act;
2. develop a list of documents or categories of records that shall be released immediately upon request; and
3. successfully complete required training.

All requests for public information will be processed in a timely manner and will take into consideration privacy and confidentiality conflicts which may arise as a result of the information requested. It is the intention of Illinois Eastern Community Colleges to ensure full compliance with the Act without compromising the privacy of individuals. Per 5 ILCS 140/4, designated information will be displayed at the District Office and posted on the website.

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Employee Satisfaction Survey Results FY2018**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: January 16, 2018  
RE: Employee Satisfaction Survey Results FY2108

In the fall of each year, IECC employees are given the opportunity to review the operation of the District and its four colleges.

Employees identify their work location, classification, whether they were employed full or part-time and their years of service. The employees review health and dental benefits, information availability, personnel changes, website quality, equipment and technology needs, and a variety of other questions concerning their employment. Detailed survey results have been emailed to the members of the Board.

For FY18, some of the highest areas of satisfaction were:

- 99% The Administration is available to staff/faculty within a reasonable time frame.
- 99% The IT Help Desk resolving issues to employee satisfaction.
- 99% The IT Help Desk providing professional, courteous, and timely technical support.
- 99% Supervisors are open to suggestions, elicit feedback, and values opinions of their subordinates.
- 98% The overall satisfaction with employment.
- 97% The recommending IECC to a prospective student or employee.

Overall, the survey results show that employees are satisfied with their employment and the operation of the District.

I ask the Board's acceptance of the FY18 Employee Satisfaction Survey results.

TLB/rs

**Agenda Item #8B**

**Phase 10 Carryover - Project Application**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: January 16, 2018  
RE: PHS Project Application – Pedestrian Bridge Repairs

The existing bridge at OCC provides pedestrian access from the south student parking lot to the main campus. The bridge is in need of structural repairs to alleviate safety concerns and also extend the life of the structure. Concrete has deteriorated causing exposure of reinforcement rods and corrosion. Additionally, there are several spalled areas along the bottom of the deck as well as some delaminated concrete with exposed reinforcement along the girder lengths. These conditions compromise the integrity of the structure.

The District worked with Architecture & Design Group to retain Bacon, Farmer, Workman Engineering & Testing, Inc., to inspect the structure, provide an evaluation, and recommend repairs and estimates to remedy these deficiencies.

Repairs include repairing concrete deterioration using formed concrete repair techniques on the girders and using shotcrete for overhead repairs of the deck. Also, the repairs would include 18 drain line extensions installed to direct runoff away from the deck. Finally, a micro silica or a latex modified concrete overlay would be installed.

The estimated total cost for these repairs is \$180,000. An estimate to replace the bridge with one of similar size would be approximately \$500,000. The District has \$180,000 in excess protection, health and safety (PHS) funds remaining from previously approved and completed PHS projects.

The attached PHS project application outlines the details of the project and would need to be submitted to ICCB for their approval. If approved, the project would then be designed, and bid this spring with the work to be commenced and completed during the summer of 2018.

Mr. Chairman, I recommend the Board approve the attached PHS Capital Project Application Form so that it may be submitted to ICCB for their approval.

TLB/akb

Attachment

**CAPITAL PROJECT APPLICATION FORM**  
(One Application Form per Project)

District/College and District # Illinois Eastern Community Colleges District 529  
Contact Person Mr. Roger Browning Phone # 618-393-2982  
Project Title Pedestrian Bridge Repairs - OCC  
Project Budget \$ 180,000 ( ) check  here if the proposed project is to be financed with a combination of local, state, federal, foundation gifts, etc., and disclose on funding attachment 2  
Date January 16, 2018

**Application Type (check the appropriate application type and follow instructions):**

- Locally Funded New Construction – complete/submit Sections I, II, and II.  
 Locally Funded Remodeling – complete/submit Sections I and III.  
 Locally Funded New Construction and Remodeling – complete/submit Sections I, II, and III.  
 Protection, Health and Safety – complete/submit Section I and Attachment PHS.  
 Capital Renewal Project – complete/submit Section I and the Architect Recommendation form.  
 ADA Project – complete/submit Section I, Attachment ADA, and Architect Recommendation form.

**Section I (submit for ALL project approval requests)**

- A. Board of trustees action – attach a copy of the local board’s resolution and certified minutes
- B. A detailed description identifying the scope of work to be accomplished (*complete the narration section and attach*)
- C. A detailed description of the project’s programmatic justification (*complete the narration section and attach*)
- D. Board of trustees approved budget (*use the appropriate format on Attachment #1*)
- E. Funding source (*use the appropriate format on Attachment #2*)

**Section II**

- A. Is the requested project included in the District Site and Construction Master Plan? (See ICCB Rule 1501.602c for a definition of such a plan) Yes \_\_\_ No \_\_\_  
If no, please update your District’s Site and Construction Master Plan and submit to the ICCB. Anticipated date of completion.
- B. Submit the new square footage allocation (*use Square Footage Summary Attachment*)
- C. Has the site been determined professionally to be suitable for construction purposes?  
Yes \_\_\_ No \_\_\_  
If yes, how was suitability determined (i.e., soil borings, inspection for hazardous materials, etc.).

**Section III**

- A. Submit the remodeled square footage allocation (*use Square Footage Summary Attachment*)



**Pedestrian Bridge Repairs - OCC**  
**Project Budget \$180,000**

Programmatic Justification

Provide an explanation of the programmatic impact of the proposed project.

The existing bridge located on the campus of Olney Central College provides pedestrian access from the south student parking lot (freshman parking) to the main campus. The bridge is located on college property and is owned by the college District. The structure also carries light maintenance equipment used by the college. The bridge is approximately 40 years old and is showing physical signs of deterioration.

The bridge was inspected by Bacon, Farmer, Workman Engineering on November 20, 2017. Several deficient areas were identified both visually and also by using a rotary percussion tool. Deterioration with exposed reinforcement was identified. The lack of drain extensions allows some of the deck drainage to runoff along the underside of the deck creating a corrosive environment for the steel reinforcement.

Several other spalled areas along the deck as well as some delaminated concrete with exposed reinforcement along the girder lengths were also identified. This allows exposure of the steel reinforcement which initiates corrosion. Expansion of the corroding reinforcing steel causes a break in the bond between the steel and the concrete, resulting in delamination.

These conditions compromise the structural integrity of the pedestrian bridge, and the health and safety of the students required to park in the south parking lot and walk across the bridge to get to their classes on campus.

Scope of Work

Provide an explanation of the specific work to be performed as part of this project.

Repair the concrete deterioration using formed concrete repair techniques on the girders and shotcrete for overhead repairs of the deck. Install drain extensions at each drain (18 total) to direct runoff away from the deck. Install a microsilica or latex modified concrete overlay.

These repairs and overlay should alleviate the safety concerns that currently exist with the bridge, and also greatly extend the life of the structure.

**Attachment #1  
Project Budget**

**Check One:**

- New Construction**
- Remodeling**

**Project Name**

	<u>Budget Amounts</u>	
	<u>New Construction</u>	<u>Remodeling</u>
Land		
Site Development		
Construction (including Fixed Equipment)		
Mechanical		
Electrical		
General Conditions		
Contingency (10%)		
A/E Professional Fees		
Total		

**Protection, Health, and Safety Project Name** Pedestrian Bridge Repairs - OCC

	<u>Budget Amounts</u>
Project Costs	<u>150,000</u>
Contingency	<u>15,000</u>
A/E Professional Fees & Reimb	<u>15,000</u>
Total	<u><u>\$180,000</u></u>

**Attachment #2  
Funding Source**

**District/College Name** Illinois Eastern Community Colleges No. 529  
**Project Name** Pedestrian Bridge Repairs - OCC

**Check the source(s) of funds:**

Available fund balance \_\_\_\_\_ x Fund name (s): O & M (Restricted)  
(Including excess funds from Excess funds from previously  
previously approved protection, approved protection, health & safety  
health, and safety projects) projects.

Bond Proceeds \_\_\_\_\_ Type of bond issuance(s):  
(including protection, health, and safety bonds)

Protection, Health, and \_\_\_\_\_ Tax rate/fiscal year:  
Safety Tax Levy  
(ILCS 805/3-20.3.01)

Contract for Deed \_\_\_\_\_ Term of Contract for Deed in months:  
(ILCS 805/3-36)

Lending Arrangement with a \_\_\_\_\_ Term of Lending Arrangements in months:  
Financial Institution  
(ILCS 805/3-37)

Lease Agreement \_\_\_\_\_ Term of Lease in months:  
(ILCS 805/3-38)

Capital Renewal Funding \_\_\_\_\_ Proposed Fiscal Year Source(s):

ADA \_\_\_\_\_ Proposed Fiscal Year Source(s):  
Access for All Funding

**Protection, Health, and Safety Signature/Certification Page**

Check if Applicable

Energy Conservation Certification (see attachment, if applicable)

Structural Integrity Certification (see attachment, if applicable)

\_\_\_\_\_ x \_\_\_\_\_

Budget Certification (see attachment, always required)

\_\_\_\_\_ x \_\_\_\_\_

Feasibility Study Identifying Need of the Project

Other Documentation which May Support the Justification of this Project

We certify we have examined this application for the approval of a protection, health, and safety project, as defined in the project narration (programmatic and scope), the certifications listed above and any other documentation which may support this project as being eligible to be funded through a protection, health, and safety tax levy or from the proceeds of a protection, health, and safety bond issuance, as referenced in Attachment #2 (Funding Source).

Further, we certify the Board has approved the architect's recommended budget, as referenced in Attachment #1 (Project Budget) and this project(s) meets the requirements of 110 ILCS 805/3-20.3.01 of the Act for proposed project(s) to make repairs or alterations which provide for the protection, health, and safety of students, faculty, and visitors.

Approved by the Illinois Eastern Community Colleges Board of Trustees

Date January 16, 2018

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

**PROTECTION, HEALTH, AND SAFETY PROJECT**

**Budget and Certification**

Name and address of architect/engineer providing the estimate:

Architecture & Design Group, LTD  
512 N. Market Street  
Mt. Carmel, IL 62863

I certify that the recommended construction project description and cost figures referred to herein were prepared by me or under my supervision, and to the best of my knowledge the description of the existing conditions and cost funds become available. I further certify that the project has been designed to meet the codes and standards required in Illinois Community College Board Rule 1501.603 and meets the qualifications for an eligible protection, health, and safety project as defined in Section 3-20.3.01 of the Public Community College Act.

Architect/Engineer's Signature	<u>January 12, 2018</u> Date
--------------------------------	---------------------------------

Illinois Registration or License Number

Seal

Proposed budget: Use Attachment #1 and provide additional budget information on a separate sheet of paper, if necessary, to further explain the project budget.

Construction Cost	150,000
Contingency - 10%	15,000
A/E Compensation and Reimbursable	<u>15,000</u>
Project Total	<u>\$180,000</u>

Note: Project not yet designed.

**PROTECTION, HEALTH, AND SAFETY PROJECT**

**Structural Integrity**

Name and address of architect/engineer providing the estimate:

Architecture & Design Group, LTD  
512 N. Market Street  
Mt. Carmel, IL 62863

I certify that the proposed project is necessary because the current conditions of the facilities pose a threat to the structural integrity of the facilities.

\_\_\_\_\_  
Architect/Engineer's Signature

January 12, 2018  
Date

\_\_\_\_\_  
Illinois Registration or License Number

Seal

**Agenda Item #8C**

**Resolution for PHS Carryover Project Application**

**Agenda Item #8C**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: January 16, 2018  
RE: Resolution for PHS Carryover Project Application

In addition to the ICCB Project Application, a Board Resolution must also be submitted as well.

I recommend that the Board approve the attached resolution and that it be submitted along with the PHS Project Application Form for the Pedestrian Bridge Repairs at Olney Central College.

TLB/akb

Attachment



**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529**  
Pedestrian Bridge Repairs – Olney Central College  
January 16, 2018

Resolution to Approve PHS Capital Project

WHEREAS, pursuant to the provisions of the statutes of the State of Illinois, Community College District No. 529 (Hereinafter referred to as IECC) is authorized to complete necessary projects dealing with Protection, Health and Safety of students, employees, or visitors; and,

WHEREAS, there is a need for repair and alteration of certain facilities of Illinois Eastern Community Colleges District No. 529; and

WHEREAS, the Board has received reports from a licensed professional architect/engineer that there are projects at IECC which require repair and alterations, as defined in ICCB Rule 1501.601; and,

WHEREAS, Section 3-20.3-01 of the Public Community College Act authorizes the Board of Trustees, by proper resolution which specifically identifies the projects, to sell protection health and safety bonds, not to exceed 4.5 million dollars, for such repairs or alterations and levy a tax sufficient to retire said outstanding bond issue over a period of years; and

WHEREAS, the projects recommended for repair and alterations are:

Pedestrian Bridge Repairs – Olney Central College

Total estimated cost including fees and contingency:  
\$180,000

WHEREAS, the Board certifies these projects also meet the requirements of 805/3-20.3.01 of the Public Community College Act and are not routine maintenance projects.

NOW, be it resolved by the Board of Trustees of Illinois Eastern Community College District 529 as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The physical facilities described in the project set forth above require alterations or repair and are necessary for Protection, Health and Safety of students, employees, or visitors of IECC.

3. There are not sufficient funds available in the Operations & Maintenance Fund of IECC to complete the project set forth above.
4. The cost of the project above, as determined in the certified estimate of a licensed architect, is not less than \$25,000.
  
5. Properly completed application forms shall be completed and forwarded to the Illinois Community College Board for approval of the above referenced project.

Resolution adopted by roll call vote this 16th day of January, 2018.

Approved:     Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

**Agenda Item #8D**

**Freedom of Information Act Fee Schedule**

**Agenda Item #8D**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: January 16, 2018  
RE: Freedom of Information Act Fee Schedule

The Board has created a policy on the Freedom of Information Act (FOIA). The Act requires that the District establish a fee schedule for information requested. The fee schedule addresses fees for copies, postage and handling, additional charges for commercial requests and voluminous requests.

Generally, the District receives requests for FOIA information for public purposes and are electronic in response so that most of the District's requests do not meet the FOIA fee standards. However the Act requires a fee schedule to be determined and posted by the District.

I ask that the Board approve the attached FOIA Fee Schedule.

TLB/rs

Attachment



# Illinois Eastern Community Colleges

## FOIA Fee Schedule

The following fees, associated with FOIA requests, have been established pursuant to the Illinois Freedom of Information Act, 5ILCS 140. **All fees are required to be paid in full prior to release of the information.**

Description	Charge
<b>Copies*</b>	
Up to 50 standard (one-sided B&W letter or legal) pages	No Charge
Pages after 50 standard	\$ .15/each
Pages other than standard	Actual cost
Certified pages	\$ 1.00/each
<b>Medium other than paper (i.e. CD, USB Flash Drive)</b>	
	Actual cost
<b>Postage and handling</b>	
	Actual cost
<b>Additional Charges for Commercial Requests Only</b>	
First 8 hours of labor associated with searching for/retrieving records	No Charge
Labor associated with searching for/retrieving records (after the first 8 hours)	\$ 10.00/per Hr.
Labor associated with reviewing documents for redaction	\$ 10.00/per Hr.
<b>Additional Charges for Voluminous Requests of Electronic Records</b>	
Portable Document Format (pdf): up to 80 megabytes	\$ 20.00
Pdf: 81 - 160 megabytes	\$ 40.00
Pdf: more than 160 megabytes	\$100.00
Non-pdf format: up to 2 megabytes	\$ 20.00
Non-pdf format: 3 – 4 megabytes	\$ 40.00
Non-pdf format: more than 4 megabytes	\$100.00

Requests for fee reduction or waiver will be granted when the requester sites (and satisfies) a public purpose as a basis for the request. (Reference Section 6 (c) of Act) Fees may also be reduced or waived for good cause at the discretion of the FOIA Officer. Contact the FOIA Officer with any questions or concerns regarding fees:

Tara Buerster, FOIA Officer  
Illinois Eastern Community Colleges  
233 East Chestnut Street  
Olney, IL 62450  
618-393-2982 [buerstert@iecc.edu](mailto:buerstert@iecc.edu)

\*Commercial, recurrent, and voluminous requests: requester will be provided with estimates prior to processing and, at the discretion of the FOIA Officer, may be required to pay in full prior to reproducing the records.

**Agenda Item #8E**

**Affiliation Agreements**

**Keystone America Hosselton Funeral Home - Health Informatics -  
FCC**

**Christopher Rural Health Clay Medical Center - Phlebotomy - OCC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: January 16, 2018  
RE: Affiliation Agreements

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

IECC wishes to enter into affiliation agreements with the Keystone America Hosselton Funeral Home, located in Cisne, Illinois for Frontier Community College's Health Informatics Program and for Christopher Rural Health Corporation, Clay Medical Center, located in Flora, Illinois for Olney Central College's Phlebotomy Program.

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

TLB/rs

Attachment

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

THIS AGREEMENT made and entered into this 16th day of January  
2018 by and between

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO.  
529**

for its Health Informatics Program (hereinafter referred to as ILLINOIS  
EASTERN COMMUNITY COLLEGES)

and

**KEYSTONE AMERICA, INC DBA HOSSELTON FUNERAL  
HOME** (hereinafter referred to as AGENCY):

305 Park St  
Cisne, IL 62823  
618-673-2131

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available for  
Health Informatics internship training subject to the conditions and  
limitations contained herein.



2. The arrangements for use of said facilities of the AGENCY will be made by the Health Informatics lead faculty on behalf of ILLINOIS EASTERN COMMUNITY COLLEGES and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.

3. The ILLINOIS EASTERN COMMUNITY COLLEGES lead faculty will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the ILLINOIS EASTERN COMMUNITY COLLEGES lead faculty. The lead faculty will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

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

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

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

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

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

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with ILLINOIS EASTERN COMMUNITY COLLEGES. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in ILLINOIS EASTERN COMMUNITY COLLEGES's Health Informatics Program, and participating in the program contemplated herein at the time that notice

to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

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

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

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

COMMUNITY COLLEGES performing services under this agreement.

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

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

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 16th day of January, 2018.

**KEYSTONE AMERICA INC. DBA**

**HOSSELTON FUNERAL HOME**

305 PARK ST  
CISNE, IL 62823  
618-673-2131

**ILLINOIS  
EASTERN  
COMMUNITY  
COLLEGES**

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
Chairman, IECC Board of  
Trustees

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

Adopted 6-2005

**AFFILIATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES,  
District # 529  
Olney Central College Phlebotomy Program**

**AND**

**Christopher Rural Health Planning  
Corporation  
4241 State Hwy 14W  
Christopher, IL 62822**

**Clay Medical Center  
201 East North Ave.  
Flora, Illinois 62839**

THIS AGREEMENT made and entered into this  
28th day of November, 2017, by and  
between ILLINOIS EASTERN COMMUNITY  
COLLEGES, DISTRICT #529,  
Olney Central College, for its Phlebotomy Program  
(hereinafter referred to as DISTRICT #529) and  
**Christopher Rural Health Planning Corporation - Clay  
Medical Center** (hereinafter referred to as  
AGENCY):

WITNESSETH THAT:

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

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

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

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

2. The arrangements for use of said facilities of  
the AGENCY will be made by the Associate Dean and/or  
Faculty of the Program on behalf of DISTRICT #529 and

the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

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

7. DISTRICT #529 will provide orientation for

the educational program for the AGENCY staff.

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

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

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

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

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

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

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

AGENCY

ILLINOIS EASTERN  
COMMUNITY COLLEGES  
District 529  
OLNEY CENTRAL  
COLLEGE

\_\_\_\_\_  
Director of Medical Laboratory Services

\_\_\_\_\_  
Phlebotomy Instructor

\_\_\_\_\_  
Associate Dean of Nursing & Allied Health

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
President, Olney Central College

\_\_\_\_\_  
Chairman, IECC Board of Trustees

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

Adopted 6-2005



**Agenda Item #9**

**Bid Committee Report**

None

**Agenda Item #10**

**District Finance**

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

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
December 31, 2017**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$6,389,547.98</b>
<b>Operations &amp; Maintenance</b>	<b>\$1,129,267.73</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>\$1,147,444.05</b>
<b>Bond &amp; Interest</b>	<b>\$361,415.72</b>
<b>Auxiliary</b>	<b>(\$150,552.90)</b>
<b>Restricted Purposes</b>	<b>(\$19,684.59)</b>
<b>Working Cash</b>	<b>\$210,353.42</b>
<b>Trust &amp; Agency</b>	<b>\$468,607.49</b>
<b>Audit</b>	<b>(\$1,723.25)</b>
<b>Liability, Protection &amp; Settlement</b>	<b>\$687,572.79</b>
<b>TOTAL ALL FUNDS</b>	<b>\$10,222,248.44</b>

Respectfully submitted,

Roger Browning, Treasurer

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

	<b>ALL FUNDS</b>
	<b>Fiscal Year 2018</b>
<b>ASSETS:</b>	
CASH	10,222,248
IMPREST FUND	21,300
CHECK CLEARING	12,500
INVESTMENTS	18,590,000
RECEIVABLES	5,494,255
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	507,898
OTHER ASSETS	456,087
FIXED ASSETS (Net of Depr)	17,349,514
TOTAL ASSETS AND OTHER DEBITS:	52,653,802
 <b>LIABILITIES:</b>	
PAYROLL DEDUCTIONS PAYABLE	381,553
ACCOUNTS PAYABLE	69,133
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
L-T DEBT GROUP (FUND 9)	9,391,550
OTHER LIABILITIES	-
TOTAL LIABILITIES:	9,842,236
 <b>EQUITY AND OTHER CREDITS:</b>	
FUND BALANCE	8,524,712
PR YR BDGTD CHANGE TO FUND BALANCE	(243,431)
INVESTMENT IN PLANT (Net of Depr)	17,349,514
 <b>FUND BALANCES:</b>	
OTHER FUND BALANCES	19,472,556
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(9,391,550)
RESERVE FOR ENCUMBRANCES	7,099,765
TOTAL EQUITY AND OTHER CREDITS	42,811,566
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 52,653,802

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

ALL FUNDS

FY 2018  
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	6,518,726
STATE GOVT SOURCES	5,166,832
STUDENT TUITION & FEES	11,427,522
SALES & SERVICE FEES	1,821,395
FACILITIES REVENUE	5,855
INVESTMENT REVENUE	73,785
OTHER REVENUES	157,904
TOTAL REVENUES:	<u>25,172,019</u>

EXPENDITURES:

INSTRUCTION	5,137,740
ACADEMIC SUPPORT	243,740
STUDENT SERVICES	734,672
PUBLIC SERV/CONT ED	2,530
OPER & MAINT PLANT	1,459,810
INSTITUTIONAL SUPPORT	5,212,943
SCH/STUDENT GRNT/WAIVERS	3,990,810
AUXILIARY SERVICES	2,679,245
TOTAL EXPENDITURES:	<u>19,461,490</u>

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	<u>0</u>
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	<u>5,710,529</u>
-------------------------------------	------------------

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

**July 1, 2017 -- December 31, 2017**

	<b>Education Fund</b>	<b>O &amp; M Fund</b>	<b>Total Operating Funds</b>
<b>REVENUES:</b>			
Local Government Sources	2,647,668	1,134,705	3,782,373
State Government Sources - Current Year	5,166,832	-	5,166,832
State Government Sources - Prior Year	3,227,904	-	3,227,904
Net Tuition and Fees	2,870,583	1,189,868	4,060,451
Sales & Service Fees	24,954	60	25,014
Facilities Revenue	-	5,350	5,350
Investment Revenue	41,169	9,687	50,856
Other Revenues	24,312	-	24,312
<b>TOTAL REVENUES:</b>	<b><u>14,003,422</u></b>	<b><u>2,339,670</u></b>	<b><u>16,343,092</u></b>
 <b>EXPENDITURES:</b>			
Salaries	6,656,103	409,242	7,065,345
Employee Benefits	1,070,619	88,697	1,159,316
Contractual Services	145,686	257,021	402,707
Materials	687,169	96,666	783,835
Travel & Staff Development	76,886	746	77,632
Fixed Charges	111,246	8,626	119,872
Utilities	27,350	494,682	522,032
Capital Outlay	24,400	2,998	27,398
Other	58,993	536	59,529
<b>TOTAL EXPENDITURES:</b>	<b><u>8,858,452</u></b>	<b><u>1,359,214</u></b>	<b><u>10,217,666</u></b>
 <b>TRANSFERS :</b>			
Interfund Transfers	<u>(1,140,107)</u>	<u>                    </u>	<u>(1,140,107)</u>
<b>TOTAL TRANSFERS:</b>	<b><u>(1,140,107)</u></b>	<b><u>-</u></b>	<b><u>(1,140,107)</u></b>
 <b>NET INCREASE / (DECREASE)</b>			
	<b><u>4,004,863</u></b>	<b><u>980,456</u></b>	<b><u>4,985,319</u></b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**December 31, 2017**

	<u>FY 2018</u>		<u>FY 2017</u>		<u>Increase</u>
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>(Decrease)</u>
Salaries	7,065,345	49.73%	7,008,711	49.12%	56,634
Employee Benefits	1,159,316	8.16%	1,109,106	7.77%	50,210
Contractual Services	402,707	2.83%	375,710	2.63%	26,997
Materials	783,835	5.52%	554,421	3.89%	229,414
Travel & Staff Development	77,632	0.55%	76,524	0.54%	1,108
Fixed Charges	119,872	0.84%	101,612	0.71%	18,260
Utilities	522,032	3.67%	522,544	3.66%	(512)
Capital Outlay	27,398	0.19%	53,688	0.38%	(26,290)
Other	4,050,428	28.51%	4,465,250	31.30%	(414,822)
	<u>14,208,565</u>	<u>100.00%</u>	<u>14,267,566</u>	<u>100.00%</u>	<u>(59,001)</u>

**Agenda Item #11**  
**Chief Executive Officer's Report**



**Agenda Item #12**

**Executive Session**

**Agenda Item #13**

**Approval of Executive Session Minutes**

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

**Agenda Item #14**

**Approval of Personnel Report**

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Terry L. Bruce

**DATE:** January 12, 2018

**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.2 and 400.3 have been sent under separate cover.

## **INDEX**

- 400.1. Administrative Guidelines Changes**
- 400.2. Resignation Ratification**
- 400.3. Retirement Ratification**

# PERSONNEL REPORT

## 400.1. Administrative Guidelines Changes

### A. Administrative Guidelines Changes for Full-Time Bargaining Unit Faculty

#### 1. Overload Rate for Instructors/Assistant Professors

<u>Rate</u>	<u>Effective Date</u>
\$535.00 per equated semester hour (load hour)	Spring 2018
\$550.00 per equated semester hour (load hour)	Spring 2019

#### 2. Overload Rate for Associate Professors/Professors

<u>Rate</u>	<u>Effective Date</u>
\$545.00 per equated semester hour (load hour)	Fall 2018
\$560.00 per equated semester hour (load hour)	Spring 2019

#### 3. Individualized Applied Music

<u>Rate</u>	<u>Effective Date</u>
\$170.00 per student, per credit hour	Spring 2018

#### 4. Summer Rate for Instructors/Assistant Professors

<u>Rate</u>	<u>Effective Date</u>
\$635.00 per equated semester hour (load hour)	Summer 2018
\$650.00 per equated semester hour (load hour)	Summer 2019

#### 5. Summer Rate for Associate Professors/Professors

<u>Rate</u>	<u>Effective Date</u>
\$645.00 per equated semester hour (load hour)	Summer 2018
\$660.00 per equated semester hour (load hour)	Summer 2019

#### 6. Internships and Independent Study (Fall and Spring Semesters)

<u>Rate</u>	<u>Effective Date</u>
\$49.00 per student/per credit hour	Spring 2018

7. Internships and Independent Study (Summer Semester)

<u>Rate</u>	<u>Effective Date</u>
\$56.00 per student/per credit hour	Summer 2018

**B. Administrative Guidelines Changes for Part-time and Full-Time Non-Bargaining Unit Faculty**

1. Part-time Pay Rate

<u>Rate</u>	<u>Effective Date</u>
\$485 per equated hour (load hour)	Spring 2018

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

<u>Rate</u>	<u>Effective Date</u>
\$49.00 per student/per credit hour	Summer 2018

3. Internships and Independent Study (Summer Semester)

<u>Rate</u>	<u>Effective Date</u>
\$56.00 per student/per credit hour	Summer 2018

4. Individualized Applied Music

<u>Rate</u>	<u>Effective Date</u>
\$170.00 per student, per credit hour	Spring 2018

**400.2. Resignation Ratification**

**A. Faculty**

1. Heather Ackman, Nursing Instructor, OCC, effective January 1, 2018

**400.3. Retirement Ratification**

**A. Faculty**

1. Thomas Baird, Telecommunications Instructor, LTC, effective June 1, 2018

**Agenda Item #15**

**Collective Bargaining**

**Approval of Two Year Contract with Bargaining Unit Faculty**



**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Other Items**

**Agenda Item #18**

**Adjournment**

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

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

12/31/2017