

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

May 18, 2021



Location:

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

<https://zoom.us/j/93136962832>

Meeting ID: 931 3696 2832

Dial in number: 312 626 6799

**Dinner – 6:15 p.m. – Bob Boyles Hall
Meeting – 7:00 p.m. – Bob Boyles Hall**

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

**Illinois Eastern Community Colleges
Board Agenda**

May 18, 2021

7:00 p.m.

Frontier Community College

Bob Boyles Hall

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1. Call to Order & Roll CallChairman Carter
2. Disposition of Minutes Chancellor Gower
3. Recognition of Visitors and GuestsGower
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet
6. Policy First Reading (and Possible Approval)Gower
 - A. Policy 100.38 Board Policy on Giving
 - B. Policy 200.2 Appropriate Use of Information Technology Resources
7. Policy Second ReadingGower
 - A. None
8. Staff Recommendations for Approval
 - A. Affiliation AgreementsGower
Christopher Rural Health/ Fairfield Memorial Hospital/ Clay County Hospital/
Deaconess Gibson General Hospital/ Carle Foundation/ Good Samaritan Hospital/
Hamilton Memorial Hospital/ St. Elizabeth's Hospital/ REX Rehab

- B. Athletic Training Agreement LTC/Crawford Memorial.....Gower
 - C. Medical Lab Technician (MLT) Program Course FeesGower
 - D. Contract Extension with EllucianGower
 - E. Tax Abatement for Enterprise Zone/ City of Robinson.....Gower
 - F. Public Health & Safety (PHS) Project Proposal Hawkins
 - G. Contractual Agreement for Instructional Design SupportGower
 - H. Resolution of Support for Development of Recreation Facility/ LTCGower
9. Bid Committee Report.....Gower
- A. WVC Pool Infill/Remodeling
 - B. FCC Mason Hall Medical Lab Remodel
10. District Finance
- A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
11. Executive Session.....Gower
12. Approval of Executive Session Minutes
- A. Written Executive Session Minutes.....Gower
 - B. Audio Executive Session MinutesGower
13. Approval of Personnel ReportGower
14. Collective Bargaining.....Gower
15. LitigationGower
16. Other Items
17. 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 in the David L. Hart Building, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, April 27, 2021.

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

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College.

Roger Eddy, Interim President of Lincoln Trail College – via Zoom

Rodney Ranes, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Ryan Hawkins, Chief Financial Officer and Board Treasurer.

Alex Cline, Director of Information & Communications Technology.

Andrea McDowell, Director of Human Resources.

Renee Smith, Board Secretary.

Michael Thomas, Dean of Workforce Education – via Zoom

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, March 16, 2021 were presented for disposition.

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

AGENDA #3 – “Resolution of Results of April 6, 2021 Election” – Trustee Gary Carter made a motion to approve the following Resolution Declaring Election Results of the April 6, 2021 Election and declaring that candidates were Roger Browning, Jeffrey Cutchin, Barbara Shimer, Jan Ridgely, and Brady Waldrop and that Barbara Shimer, Jan Ridgely, and Brady Waldrop were duly elected to serve full six year terms as trustees. 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, Jan Ridgely, Barbara Shimer. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

RESOLUTION DECLARING ELECTION RESULTS

The Board of Trustees of Illinois Eastern Community College District #529 hereby states that:

WHEREAS on April 6, 2021, an election was held for the purpose of electing three members to the Board of Trustees in the counties or portions of counties within Illinois Eastern Community College District #529, namely the counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, and;

WHEREAS Alice Mullinax, Richland County Clerk and Recorder, is the Election Authority for Illinois Eastern Community College District #529, and has certified the official ballot for the office of trustee and candidates for that office and;

WHEREAS Alice Mullinax, will certify the official election results and will provide a tabulation of the votes cast in the various counties and precincts within Illinois Eastern Community College District #529 at the election held on April 2, and;

WHEREAS Alice Mullinax, in her tabulation of votes cast will include all available valid and counted election day ballots, absentee ballots, early voting ballots, grace period ballots, and provisional ballots, and;

WHEREAS Alice Mullinax will certify that the following votes were tabulated for a full six-year term:

Jan Ridgely	6,931
Barbara Shimer	4,848
Brady Waldrop	4,809

and;

WHEREAS Alice Mullinax will certify that Jan Ridgely, Barbara Shimer, and Brady Waldrop were elected as trustees to serve a full term and;

THEREFORE the Board of Trustees of Community College District #529 hereby accepts the official results of the April 6, 2021 election as provided by Alice Mullinax, Richland County Clerk and Recorder, and Election Authority, and further declares that Barbara Shimer, Brady Waldrop, and Jan Ridgely were duly elected to serve full terms as trustee.

ADOPTED THIS 27th Day of April, 2021.

AGENDA #4 – “Adjournment of Board – Sine Die” – There being no further business to be transacted by the current Board, Trustee Brenda Culver made a motion that the current Board of Trustees stand adjourned sine die. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried and the current Board adjourned sine die.

Chancellor Gower noted it was Dr. Fischer’s last Board meeting. Chairman G. Andrew Fischer was then recognized for his service to the IECC District and the Board of Trustees.

Chancellor Assumes Chair: Ryan Gower, Chancellor, assumed the Chair for purposes of organization of the new Board of Trustees.

AGENDA #5 – “Organization of New Board” – The Board of Trustees organized as follows:

#5-A. Appointment of Temporary Secretary: Without objection, the Chair appointed Renee Smith to act as Temporary Secretary during organization of the new Board.

#5-B. Oath of Office and Seating of Trustees Elected April 6, 2019: The oath of office was administered to Trustees Barbara Shimer, Jan Ridgely, and Brady Waldrop, and they were duly seated, after subscribing to the following oath:

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

The oath of office was also administered to Ms. Sania Borom, a student at Wabash Valley College, and she was seated as student member of the Board of Trustees for the coming year, succeeding Mr. Sutton Dunn.

#5-C. Roll Call: The Chair directed roll call of the new Board. The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present:

John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Also present was Sania Borom, 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.

#5-D. Election of Chairman: Chancellor Ryan Gower acting as Chair asked for nominations for Chairman. Trustee Brenda Culver nominated Gary Carter to be Chairman of the Board of Trustees until the next reorganization meeting. Trustee Al Henager seconded the motion. The Chair asked if there were additional nominations. There being none, on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. Student advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

Gary Carter Assumes Chair: Chancellor Ryan Gower relinquished the Chair and Gary Carter assumed the Chair.

#5-E. Election of Vice-Chairman: The Chair asked for nominations for Vice-Chairman. Trustee Jan Ridgely nominated Brenda Culver to be Vice-Chairman of the Board of Trustees until the next reorganization meeting. Trustee Barbara Shimer seconded the motion. The Chair asked if there were additional nominations. There being none, the Chairman directed the Board Secretary to call roll and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#5-F. Election of Board Secretary: The Chair asked for nominations for Board Secretary. Trustee Barbara Shimer nominated Renee Smith to be Secretary of the Board of Trustees until the next reorganization meeting. Trustee Jan Ridgely, on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#5-G. Appointment of Secretary Pro Tempore: The Chair asked for nominations for Secretary Pro Tempore. Trustee Brenda Culver nominated Barbara Shimer to be Secretary Pro Tempore of the Board of Trustees until the next reorganization meeting. Trustee Gary Carter seconded the motion. The Chair asked if there were additional nominations. There being none, on a recorded roll call vote the following trustees voted yea: John Brooks, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#5-H. Appointment of District Treasurer: The Chair asked for nominations for District Treasurer. Trustee Jan Ridgely nominated Ryan Hawkins to be District Treasurer until the next reorganization meeting. Trustee Al Henager seconded the motion. The Chair asked if there were additional nominations. There being none, on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#5-I. Appointment of Ethics Officer: Trustee Gary Carter nominated Renee Smith, Board Secretary, to be appointed as Ethics Officer for the Board, and for the District, pursuant to statute. She shall serve until her successor is appointed and qualified. Trustee Brady Waldrop seconded the motion. The Chair asked if there were additional nominations. There being none, on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#5-J. Resolution for Adoption of Rules, Regulations, Policies and Actions of Prior Boards:
The Chancellor recommended adoption of the following resolution.

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529, State of Illinois, that all rules, regulations, policies, and actions of prior Boards of Trustees of this community college district are hereby adopted in full, including any changes and revisions.

Procedures: The Board agrees to follow past practices and procedures. The Secretary shall rotate the order of calling upon Board members to cast votes on each roll call vote. Explanation of votes is not allowed during the taking of a roll call vote. *Roberts Rules of Order* will be followed for general procedural guidelines but will not be adopted. When voice votes are taken, any trustee may ask for a roll call vote on that issue.

Board Action: Trustee Brenda Culver made a motion to adopt the foregoing Resolution for Adoption of Rules, Regulations, Policies and Actions of Prior Boards as recommended. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#5-K. Resolution for Time and Place of Board Meetings: The Chancellor recommended adoption of the following resolution for Time and Place of Board Meetings.

RESOLUTION

Resolved, that the Board of Trustees regular monthly meetings shall be held as follows during the calendar year 2021:

Tuesday, May 18, 2021, 7 p.m., Frontier Community College

Tuesday, June 15, 2021, 7 p.m., Lincoln Trail College

Tuesday, July 20, 2021, 7 p.m., Olney Central College

Tuesday, August 17, 2021, 7 p.m., Wabash Valley College

Tuesday, September 21, 2021, 7 p.m., Frontier Community College

Tuesday, October 19, 2021, 7 p.m., Lincoln Trail College

Tuesday, November 16, 2021, 7 p.m., Olney Central College

Tuesday, December 14, 2021, 7 p.m., Wabash Valley College

Board Action: Trustee Barbara Shimer made a motion to approve the foregoing Resolution for Time and Place of Board Meetings as recommended. Student Trustee Sania Borom seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #6 – “Recognition of Visitors & Guests” –

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

#6-B. IECEA Representative: None present.

AGENDA #7 – “Public Comment” – None.

AGENDA #8 – “Reports” –

#8-A. Report from Trustees: None.

#8-B. Report from Presidents: Electronic reports were presented from each of the colleges.

#8-C. Report from Cabinet: None.

AGENDA #9 – “Policy First Readings (and Possible Approval)” –

Policy 500.36 – Catalog Term: Chancellor Ryan Gower recommended the following catalog term policy:

STUDENT - 500

Catalog Term Policy (500.36)

Date Adopted: April 27, 2021 (Pending Board Approval)

First-time students applying for admission into a degree or certificate program will be assigned the current Catalog Term. The Catalog Term will determine the list of courses students are required to complete to obtain the degree or certificate based on the students’ year of entry.

Students who change their program of study or students returning to an IECC college after an absence of 2 consecutive years will be assigned a new Catalog Term. A change in Catalog Term may result in additional coursework or different degree or certificate requirements than their original Catalog Term assigned during the initial term of entry.

Student-initiated Catalog Term changes must be approved by the student’s academic advisor.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the Policy 500.36 Catalog Term as presented. Trustee Jan Ridgely seconded the motion and on a recorded roll call ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “Policy Second Readings” – None.

AGENDA #11 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#11-A. Affiliation Agreements: Affiliation agreements were presented for the LTC Certified Medical Assistant Program with Providence Family Practice and for FCC’s Medical Lab Technician Program and St. Anthony’s Memorial Hospital. The agreements were recommended by the Chancellor for approval.

Board Action: Trustee Al Henager made a motion to approve the affiliation agreements between IECC and Providence Family Practice and with St. Anthony’s Memorial Hospital 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#11-B. Articulation Agreements between IECC and McKendree University:

Recommendation: The Chancellor recommended approval of the following articulation agreements between IECC and McKendree University, located in Lebanon, Illinois. The agreements will allow IECC graduates who earn an Associate in Science & Arts from specific District programs to gain admission into the corresponding McKendree Bachelor’s program. The standard agreement is listed in full in the Board agenda.

- 2+2 ASA ACC to BBA ACC
- 2+2 ASA to BBA BUS
- 2+2 ASA to BBA CBD
- 2+2 ASA to BBA ECO & FIN
- 2+2 ASA to BBA ECO
- 2+2 ASA to BBA ENT
- 2+2 ASA to BBA HRM
- 2+2 ASA to BBA MGT
- 2+2 ASA to BBA MKT
- 2+2 ASA to BBA SCL
- 2+2 ASA to BBA SPM

Board Action: Trustee Barbara Shimer made a motion to approve the articulation agreements between IECC and McKendree University. Student Trustee Sania Borom seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#11-C. Unmanned Aerial Systems Lab Fee: Chancellor Gower recommended the Board’s approval of an additional \$120 lab fee per student to cover the cost of lab supplies for the course UAS 2200; Unmanned Aerial Technology Industry Project. This proposed lab fee would be effective Fall 2021.

Board Action: Student Trustee Sania Borom made a motion to approve the \$120 course lab fee for UAS 2200 effective Fall Semester 2021. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#11-D. SURS Deferred Compensation Plan: Under Public Act 100-769, eligible employers, defined as employers subject to the State Universities Retirement System, *must* offer this new deferred compensation plan to its eligible employees. All active SURS-eligible employees are eligible to participate in the Plan. To comply with the recently approved State of Illinois legislation, Chancellor Gower recommended the Board approve the SURS Deferred Compensation Plan. The plan is employee funded and provides another investment for eligible employees.

Board Action: Trustee Al Henager made a motion to approve the SURS Deferred Compensation Plan as presented. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#11-E. Federal Compliance Audit Resolution: Completion of the federal compliance audit of Illinois Eastern Community Colleges for the year ended June 30, 2020, was delayed due to changing guidance for regulations of the CARES Act. The audit has now been completed and Chancellor Gower recommended approval of the following resolution to accept the audit results so the report can be forwarded to the Illinois Community College Board as required.

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

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

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

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

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes the Chancellor to submit the federal compliance audit to the Illinois Community College Board.

By order of the Board of Trustees.

Board Action: Trustee John Brooks made a motion to approve the resolution to accept the Federal Compliance Audit as presented. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#11-F. FY2022 Activity Fee Allocations: Annually, \$2 per credit hour for all tuition actually collected is returned to the colleges to support student activities. The Presidents recommend student activity fee allocations at the colleges. The allocation notes what percentage of each dollar will be turned over to

an appropriate self-balancing account in the auxiliary fund. The Chancellor recommended approval of the following activity fee allocations for FY2022.

	FCC			LTC			OCC			WVC		
	19-20	20-21	21-22	19-20	20-21	21-22	19-20	20-21	21-22	19-20	20-21	21-22
Alumni Association	-	-	-	-	-	-	-	-	-	-	-	-
Athletics	50%	50%	70%	40%	40%	40%	30%	30%	39%	30%	30%	30%
Cheerleaders	-	-	-	-	-	-	-	-	-	5%	5%	5%
College Union	25%	25%	15%	-	-	-	-	-	-	20%	20%	20%
Student Testing	-	-	-	-	-	-	3%	-	-	-	-	-
Intramurals	-	-	-	-	-	-	-	-	-	-	-	-
Parking Maintenance	-	-	-	5%	25%	25%	9%	9%	-	-	-	-
Publications	-	-	-	-	-	-	-	-	-	-	-	-
Soc Cul Act Team	-	-	-	-	-	-	3%	3%	3%	-	-	-
Special Events	-	-	-	-	-	-	-	-	-	3%	3%	3%
Student Senate	-	-	-	10%	15%	15%	10%	10%	10%	12%	12%	12%
Special Projects	25%	25%	15%	20%	20%	20%	6%	9%	9%	16%	16%	16%
Natatorium	-	-	-	-	-	-	-	-	-	-	-	-
Student Handbook	-	-	-	-	-	-	-	-	-	-	-	-
Model United Nation	-	-	-	-	-	-	-	-	-	-	-	-
Child Care	-	-	-	-	-	-	20%	20%	20%	-	-	-
Food Services	-	-	-	15%	-	-	19%	19%	19%	14%	14%	14%
Sports Facility	-	-	-	10%	-	-	-	-	-	-	-	-
	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Board Action: Student Trustee Sania Borom made a motion to approve the FY2022 Activity Fee Allocations as recommended. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#11-G. Architectural Contract - LTC: The Chancellor recommended the Board approve the architectural contract with Walk Architecture for the improvements to the LTC Natatorium

Board Action: Trustee John Brooks made a motion to approve the contract with Walk Architecture to provide architectural services related to the renovations to the Lincoln Trail College Natatorium. 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Bid Committee Report” – The following bid committee report was presented by CFO Ryan Hawkins and Chancellor Gower recommended approval. The following bid recommendation is based

upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends acceptance of the bid received from Central State Construction for a total of \$1,786,230 (includes Alternate Bid in the amount of \$55,000).

Company	Base Bid	Alternate Bid AB-1 Add Work Related to Installation of Ionization Systems at All Units	Base Bid Plus AB-1
A & W Plumbing & Heating, Murphysboro, Illinois	\$1,898,000	\$63,200	\$1,961,200
Central State Construction, Marshall Illinois	\$1,731,230	\$55,000	\$1,786,230
Merz Heating & Air Conditioning, Effingham, Illinois	\$1,899,000	\$57,750	\$1,956,750
Rend Lake Plumbing & Heating, Bonnie, Illinois	\$1,760,000	\$57,750	\$1,817,750

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Operations and Maintenance Restricted Fund

Source of Funds: 2020 PHS Bond and CRRSSA Funding

Rationale for Purchase: The proposal from Central State Construction was the lowest responsible bidder in conformity with the bid specifications.

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

The Bid Committee recommends acceptance of the bid received from Brightspark Travel for a total of \$58,710.

Company	Total Bid
All Aboard Tours & Travel Upper Saddle River, NJ	\$58,327
Brightspark Travel Chicago, IL	\$58,710
Gerber Tours Woodbury, NY	\$62,142

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: TRIO Upward Bound.

Source of Funds: The TRIO Upward Bound programs are 100% federally funded by the U.S. Department of Education for \$312,480 (LTC), \$361,983 (OCC) and \$297,601 (WVC). Bid award is subject to approval by Illinois Eastern Community Colleges.

Board Action: Trustee Brenda Culver made a motion to approve the bid committee report recommendation for Central States Construction, in the amount of \$1,786,230.00 and for Brightspark Travel, in the amount of \$58,710 as presented. Trustee Brenda Shimer seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trusting voting nay: None. Trustees absent: Al Henager. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #13 – “District Finance” – The following district financial matters were presented:

#13-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report showing the balance in all funds as of March 31, 2021. The treasurer presented an update on state grants receivable in the Education Fund.

#13-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for April 2021, totaling \$1,225,492.69, 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 April 2019. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #14 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #15 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, March 17, 2021.

AGENDA #16 – “Approval of Personnel Report” – Andrea McDowell presented the following amended Personnel Report and the Chancellor recommended approval.

400.1. Employment of Personnel

A. Faculty

1. Joshua Hoffert, Workforce Education Instructor, effective May 1, 2021.

2. Stephen Murray, Workforce Education Instructor, effective May 1, 2021.

B. Classified

1. Tyson Murray, Advisor, LTC, effective April 29, 2021.
2. Shawn Poindexter, Information Systems Technician, LTC, effective April 28, 2021.

400.2. Change in Title

A. Professional Non-Faculty, Exempt

1. Casey Wyllie, Interim Head Men's Basketball Coach, OCC, to Head Men's Basketball Coach, OCC, effective April 28, 2021.
2. James Brenneman, Interim Head Baseball Coach, FCC, to Head Baseball Coach, FCC, effective April 28, 2021

400.3. Approval of Contracts for Chancellor and College Presidents

1. Ryan Gower
2. Gerald Edgren
3. Zahi Atallah
3. Rodney Ranes
4. Matthew Fowler

400.4. Temporary Contract Extension

A. Professional Non-Faculty, Non-Exempt

1. Tona Ambrose, Director of College Access, LTC, extension of contract to August 6, 2021.

400.5. Special Assignment

A. Administrative

1. Anne Hustad, Interim Associate Dean of Nursing & Allied Health, OCC, \$1,500 per month, effective May 6, 2021.

400.6. Approval to Hire Student Services Specialist Positions, LTC, FCC, Prior to May Board Meeting

400.7. Approval to Hire Administrative Assistant, Nursing Allied Health, OCC, Prior to May Board Meeting

400.8. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Amie Mayhall	McGraw Hill Education	36

400.9. Resignation Ratifications

A. Faculty

1. Sarah Burke, Nursing Instructor, OCC/WVC, effective May 14, 2021.
2. Mary Morris, Assistant Professor, FCC, effective May 15, 2021.

B. Professional Non-Faculty, Exempt

1. Luke Stuckey, Head Men's Basketball Coach, LTC, effective May 29, 2021.

400.10. Retirement Ratifications

A. Faculty

1. Dr. Winifred Wolven, Professor, LTC, effective May 15, 2021.
2. Rickey Lamb, Instructor, Workforce Education, effective June 1, 2021.

B. Professional Non-Faculty, Non-Exempt

1. Scott McCallen, Broadcast Services Specialist, WVC, effective July 1, 2021.

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

AGENDA #17 – “Collective Bargaining”: None.

AGENDA #18 - “Litigation” – Chancellor Gower provided an update on litigation.

AGENDA #19– “Other Items” – None.

AGENDA #20 – “Adjournment” – Trustee Brenda Culver made a motion to adjourn. Student Trustee Sania Borom seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” A voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:53 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
Trustees
Chancellor
Presidents
Cabinet**

Agenda Item #6

Policy First Reading (and Possible Approval)

- A. Policy 100.38 Board Policy on Giving**
- B. Policy 200.2 Appropriate Use of Information Technology Resources**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: May 18, 2021
RE: Policy 100.38; Board Policy on Giving

The next decade promises to bring new fiscal challenges to colleges and universities across the nation. Declining enrollments, questionable levels of support from the state, minimum wage changes and inflation are real concerns. While most community colleges are well behind their four-year counterparts in institutional advancement and fundraising, aging infrastructure and chronically austere budgets highlight the importance of engaging planned giving activities.

Policy 100.38, a new Board policy, highlights:

- The role of our Foundations as the primary fundraising arms of our colleges.
- Baseline standards for named gifts.
- The willingness of the Board to engage in partnerships with our local communities.

This policy will return to the Board for a second reading in our June meeting. I would ask the board to consider the policy and provide suggestions on revisions that could be incorporated and approved next month.

RG/sc

Attachments

General Gift Policy.

This policy establishes general expectations of the Board of Trustees related to gifts. The Board retains full discretion to accept gifts and recognize donors on a case-by-case basis.

The Board recognizes the Foundations as the primary fundraiser and philanthropic arm of each Illinois Eastern Community Colleges campus. Gifts not directed to the Foundation, but instead provided to one of the IECC campuses, are the property of Illinois Eastern Community Colleges, subject to control and management by the Board. Unless otherwise directed by the donor, gifts and associated income and revenue from gifts, will be used on behalf of the campus to which the gift was directed or where the donor relationship was cultivated.

Named Gift Standards.

The Board of Trustees has established minimum standards for named gifts, but the Chancellor or their designee may authorize higher minimums as deemed appropriate by situations unique to the gift or project.

Named Facilities.

The Board reserves the right to consider a request to name a facility (or any part thereof) for a donor or someone a donor wishes to memorialize. In general, the value of this gift will typically represent no less than 33% of the cost of construction or replacement value of the facility. The Chancellor will make a recommendation to the Board taking into consideration factors like existing strategic or facility plans, the structure of gift payments, and the prominence or purpose of the facility.

Named Programs.

The decision to name departments, units, or programs of study will be made by the Board upon the recommendation of the Chancellor. In all such cases, an endowment should be created with an investment revenue stream significant enough to meaningfully support the department, unit, or program of study. The principal gift is not to be spent without prior Board approval and residual funds are to be reinvested back into the endowment. Minimum gift levels follow, but the Chancellor will recommend an amount based upon the term of the agreement, the structure or timing of gift payments, or other program or student characteristics.

- o Centers, Departments or Units \$1,000,000
- o Program of Study \$500,000

Each situation is different, but in general the Board is not favorable to naming buildings, spaces, or programs for profit-seeking entities. Unless otherwise approved,

consideration for previous gifts will not be considered unless such gifts were specifically linked to the naming opportunity.

Public/Private Partnerships.

The Board recognizes the pivotal role its campuses play in the local community and welcomes the opportunity to partner, financially or otherwise, with public, profit, or not-for-profit organizations on endeavors of mutual benefit. Such projects should always connect to the IECC mission and will typically be ones already identified in the strategic plan or tied to one of the goals or objectives in the plan. After consideration and approval at the college level, the Chancellor may bring opportunities for community partnerships, particularly those that would require financial partnership or long-term use of college resources, to the Board for consideration at its monthly meeting.

Such projects will be approved by the Board through a formal voting process, and a resolution of support indicating the breadth and scope of the partnership will be provided. In general, the local share of such projects is expected to be between 100% and 65% of the total cost of the project, but the Chancellor may recommend different amounts based on unique circumstances surrounding the project.

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: May 18, 2021
RE: Appropriate Use of Information Technology Resources Policy (200.2)

To improve the district's security posture and to comply with cybersecurity insurance requirements, I am recommending the implementation of multi-factor authentication (MFA) for IECC systems.

Once implemented, any account with MFA enabled will be required to provide a second piece of evidence to authenticate. This change will be enabled for employees during the summer of 2021, and we are seeking advice from our insurance carrier on the requirements for student access.

MFA language has been added to policy 200.2 and I ask the Board's approval of the changes.

Appropriate Use of Information Technology Resources Policy (200.2)

Effective date: June 11, 1996

Revised: August 17, 2005

Revised: April 19, 2016

Revised: May 16, 2017

Revised: October 17, 2017

Revised: May 18, 2021

In pursuit of its mission to deliver exceptional education and services to improve the lives of our students and to strengthen our communities, the Board of Trustees of Illinois Eastern Community Colleges ("IECC" or the "District") provides access to "information technology resources" (as defined below) for students, employees and other constituents within institutional priorities and financial capabilities.

Access to District information technology resources may be granted by the data owners of that information based on their judgment of the following factors: relevant laws and contractual obligations, the requestor's need to have access to the information technology resources, the information technology and resources' sensitivity and the risk of damage to or loss by the District which could result from its disclosure.

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

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

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

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

Privacy and Content

Users should have no expectation of privacy or confidentiality in the content of electronic communications or other computer files sent and received on the District computer network or stored on any IECC information technology resources. The District Information Technology Department Staff, College Technicians, or other District employees, may, at any time, review the subject, content, and appropriateness of electronic communications or other computer files, and remove them if warranted, reporting any violation of rules to the District administration and/or law enforcement officials.

Account Security and Information Exchange

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

Multi-factor Authentication

Multi-factor authentication (MFA) is also required for all users accessing IECC's systems. MFA is a method of computer access control in which a user is granted access only after successfully presenting multiple separate pieces of evidence to an authentication mechanism – typically at least two of the following categories: knowledge (something they know), possession (something they have), and inherence (something they are). IECC utilizes four MFA verification methods: 1. The Microsoft Authentication App, 2. A text message to a cell phone, 3. A phone call to any 10-digit phone number, 4. A digital token key. Digital token keys will be available on a case-by-case basis. A lost or stolen MFA token should be reported immediately to the IT Help Desk. A replacement charge of \$25.00 may be applied for any lost or stolen token.

Employee Account Setup Process

Each IECC location has designated employees (President/Dean offices or other administration) that may request accounts for their employees by completing the Information Technology Services Request Form. This form is submitted to the Human Resources and Information Technology Departments for verification and processing. When the accounts have been created, the Information Technology Department sends account information to the employee via email, text or mail. mails the initial user IDs and passwords to the employee. Banner system accounts also require the completion of the Banner Security Request form. Entrata portal MyIECC account details are also included with the IT Services Request that allow employees and faculty access to various course and employee resources.

Student Account Setup Process

Student accounts are generated during the application acceptance process. Credentials are sent to a student by encrypted email to setup their MyIECC account. Student Services in some cases may directly issue credentials to create an account using a GeneratedID and PIN. In either process the student must complete account setup and set a new password. Students may be required to use multi-factor authentication for additional account security. (See MFA section of this document). The Student Services Department provides student with ID numbers and PINS to be used to create Entrata portal accounts. The Entrata account creation process assigns the student a user ID and allows the student to create a password. The MyIECC account portal system provides access to many services including email, online courses, electronic course materials, schedules, grades, tax forms, account balances, emergency alerts, library service, and much more.

Student Email and Electronic Communications

IECC provides email accounts to students as a tool for sharing important and official information regarding registration, financial aid, deadlines, student life, and more. Email allows IECC to communicate quickly and efficiently and provides standardized, consistent communication with IECC students. The student email accounts are cost-effective and environmentally friendly. [The IECC email account is IECC's official communication and notification method to students.](#) ~~Student email accounts are created when students activate their IECC portal accounts.~~ IECC expects that every student will receive email at his or her IECC email address and will read email on a frequent and consistent basis. A student's failure to receive and read IECC communications in a timely manner does not absolve that student from knowing and complying with the content of such communications.

~~Students may elect to redirect (auto-forward) email sent to their IECC email address. Students who redirect email from their official IECC email address to another address do so at their own risk. IECC is not responsible for the handling of email by outside service providers. If email is lost because of forwarding, it does not absolve the student of the responsibilities associated with communications sent to their official IECC email address.~~

Copyrighted Material

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

IECC prohibits the use of peer-to-peer file sharing applications on its network, including wireless network services, to transmit, exchange, or copy any music, software, or other materials which are protected by copyright or intellectual property rights.

Unauthorized copying, use or distributions of software is illegal, strictly prohibited, and subject to criminal penalties. Penalties for copyright infringement are controlled by the U.S. Copyright Office and can be as high as \$150,000 per incident. For additional information, please see the website of the U.S. Copyright Office at www.copyright.gov. Similarly, other intellectual property content owners may take criminal or civil action against a user for unauthorized copying, use or distribution of intellectual property materials. All the content transmitted via e-mail and web publishing must either be the users' own or must be transmitted with express authorization for distribution by IECC or by the individual who owns the trademark, copyright or intellectual property right.

Inappropriate and Illegal Use of Technology Resources

Examples of inappropriate and illegal use include:

1. Accessing, e-mailing or web publishing of material, including text or images, determined to be obscene and/or pornographic.
2. Use of information technology to facilitate, engage in and/or encourage academic dishonesty.
3. Email distribution or web publishing of derogatory statements intended to offend other individuals, groups, or organizations or which violate IECC's anti-discrimination/harassment policy and procedures. (See policy 100.8 and procedure 100.8 for more information.)
4. Use of information technology resources in a manner that violates this Policy, any other District/College policy, and/or local, state or federal law.

5. Intentionally infiltrate, or "hack," IECC or other information technology resources.
6. Release viruses, worms, or other programs that damage or otherwise harm IECC or other information technology resources.
7. Knowingly disrupt a system or interfere with another student's, staff or faculty member's or other authorized user's ability to use that system
8. Willfully damage or destroy computer hardware, software, or data belonging to IECC or its users.

Priority Usage of Computer Hardware, Software and/or Facilities

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

Lab User Age Restriction

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

Student Data Storage

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

Software

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

Network Bandwidth

Network capacity is limited and users must not exceed reasonable usage. IECC has the rights to block, limit, or prioritize traffic for any reason.

Internal Network

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

Public Wi-Fi Internet Access

Wireless public Internet access is provided throughout most IECC's campus locations. **Please be advised that the public network does not enforce any security or encryption.** Transmissions of secure information such as ID's, credit card numbers, passwords, etc. may be intercepted by wireless users in or near the open networks. **IECC is not responsible for damage to personal property or other injury, including damage to personal computing devices resulting from software/hardware installation or Internet use.**

Commercial Use

Users shall not use the District's computer network to set up web pages to advertise or sell products or services, solicit sales or conduct business without prior written approval and, if required, the payment of an appropriate fee.

Sanctions

Alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the college's catalog. IECC treats access and use violators of information technology resources seriously. IECC computing resources may also be subject to prosecution by state or federal authorities.

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

Policy Adoption – Administration – Liability

This policy will be reviewed and updated periodically and the current policy, inclusive of any revisions, will be electronically posted on the IECC website.

Implementation

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

Enforcement

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

Definitions

Account: see Information Technology Account

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

Authorized Users: students, employees, and other constituents of the IECC District.

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

Computing Devices: different classes of computers, servers and mobile devices. If owned, or leased by the District or if owned by an individual and connected to a District-owned, leased or operated network, use of these computing devices is covered by the IECC Policy for Responsible Use of Information Technology.

Employee: See Human Resources policy section 400.

Information Technology Resources: equipment or services used to input, store, process, transmit, and output information, including, but not limited to, desktops, laptops, mobile devices, servers, telephones, fax machines, copiers, printers, Internet, email, and social media sites.

Information Technology Account: the combination of a user number, user name, or user ID and a password that allows a student, employee, or other authorized user access to information technology resources.

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

Software: the programs and other operating information used by a computer.

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

Systems: see Information Technology Resources

User: see Authorized User

USER AGREEMENT

I agree to and will abide by the attached policy (200.2) concerning the use of computer, Internet, and web publishing access provided to me through Illinois Eastern Community Colleges (IECC).

I understand that alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the college's catalog. IECC treats access and use violators of information technology resources seriously. IECC computing resources may also be subject to prosecution by local, state or federal authorities.

I understand that if I am issued a MFA token and it is misplaced or stolen, I may be charged a \$25.00 replacement fee.

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

NAME: _____
(signature)

(printed name)

DATE: _____

Agenda Item #7

Policy Second Reading

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Affiliation Agreements

- Christopher Rural Health
- Fairfield Memorial Hospital
- Clay County Hospital
- Deaconess Gibson General Hospital
- Carle Foundation
- Good Samaritan Hospital
- Hamilton Memorial Hospital
- St. Elizabeth's Hospital
- REX Rehab

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: May 18, 2021
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 a clinical affiliation agreement with the following organizations:

- Christopher Rural Health- Certified Medical Assistant
- Fairfield Memorial Hospital- Certified Medical Assistant
- Clay County Hospital- Certified Medical Assistant
- Clay County Hospital- Medical Lab Technician
- Deaconess Gibson General Hospital- Medical Lab Technician
- Carle Foundation- Medical Lab Technician
- Fairfield Memorial Hospital- Medical Lab Technician
- Good Samaritan Hospital- Medical Lab Technician
- Hamilton Memorial Hospital- Medical Lab Technician
- St. Elizabeth's Hospital- Medical Lab Technician & Phlebotomy

I ask the Board's approval of the affiliation agreements which have been sent to the Board under separate cover.

RG/sc

Agenda Item #8B

Athletic Training Agreement LTC/Crawford Memorial

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Ryan Gower

DATE: May 18, 2021

RE: Athletic Training Services Agreement with Crawford Memorial Hospital and Lincoln Trail College

Crawford Memorial Hospital and Lincoln Trail College have requested approval for a new Athletic Training Services Agreement.

Lincoln Trail College has been extremely satisfied with the services provided under an existing agreement and LTC wishes to extend services for the next academic year. The new agreement developed in conjunction with CMH would provide a full-time athletic trainer for LTC events. ***The term of the agreement would be for one year with a cost of \$7,250.***

I ask the Board's approval of the Athletic Training Services Agreement with Crawford Memorial Hospital.

ATHLETIC TRAINING SERVICES AGREEMENT

This ATHLETIC TRAINING SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2021 (the “Effective Date”), by and between CRAWFORD HOSPITAL DISTRICT (D/B/A CRAWFORD MEMORIAL HOSPITAL), an Illinois special district of government (hereinafter, “CMH”), and ILLINOIS EASTERN COMMUNITY COLLEGES (hereinafter, the “College”) (each of CMH and the College, a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, CMH and the College desire to have CMH provide certain athletic training services to Lincoln Trail College (hereinafter, “Lincoln Trail Campus”), as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and other terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.1 **CMH Athletic Trainers.** CMH shall provide to College one or more of CMH’s employed licensed athletic trainers (the “Athletic Trainer(s)”) to perform the Services (as defined below). CMH may, in its sole discretion, utilize one or more student trainees who shall operate under the supervision of the Athletic Trainer(s)

1.2 **Term and Termination.** The term of this Agreement shall begin on the Effective Date, shall continue for a period of one (1) year, and shall automatically renew for like terms unless earlier terminated earlier by either Party. Either Party may, with or without cause and for any reason whatsoever, terminate this Agreement with thirty (30) days written notice to the other Party.

1.3 **Services.** During the term of this Agreement, Athletic Trainers shall perform for Lincoln Trail Campus the services listed in Schedule A (“Services”). CMH shall use commercially reasonable efforts to satisfy its obligations under this Agreement and shall keep the College informed on a regular basis as to CMH’s ability to staff the events listed in Schedule A. College’s sole remedy for any Athletic Trainer’s failure to meet College’s expectations regarding the provision of the Services is to notify CMH and request a replacement Athletic Trainer or to terminate this Agreement.

1.4 **Consideration.** Upon execution of this Agreement and at the commencement of each renewal term, College shall pay to CMH the sum **of SEVEN THOUSAND TWO HUNDRED AND FIFTY & 00/100 DOLLARS (\$7,250.00)**. In the event either Party terminates this Agreement before the expiration of the initial term or any renewal term, any moneys already paid to CMH for Services not performed shall be promptly reimbursed to the College in such amount as the Parties mutually agree.

1.5 **Relationship of the Parties.** In the exercise of their respective rights, and the performance of their respective obligations hereunder, the Parties are, and will remain, independent contractors. Nothing in this Agreement will be construed to constitute the Parties as partners, or principal and agent for any purpose whatsoever. Neither Party will bind, or attempt to bind, the other Party to any contract or other obligation, and neither Party will represent to any third party that it is authorized to act on behalf of the other Party to this Agreement. Athletic Trainers are the employees of CMH and not the College.

1.6 Notices. Any notice, request, instruction, or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given (a) when received, if given in person or by courier or a courier service, (b) on the date of transmission, if sent by facsimile or other wire transmission (receipt confirmed), or (c) five business days after being deposited in the mail, certified or registered, postage prepaid:

If to CMH:

**Crawford Hospital District
Colleges
d/b/a Crawford Memorial Hospital
1000 North Allen Street
Robinson, Illinois 62454
Facsimile: (618) 546-2682
4705 Attention: Chief Executive Officer
Director**

If to the College:

**Illinois Eastern Community
Lincoln Trail College
11220 State Highway 1
Robinson, Illinois 62454-5707
Facsimile: (618) 544-
Attention: Athletic**

1.7 Indemnification. The Parties agree to defend, hold harmless and indemnify each other, their directors, officers and members from and against any and all losses, damages, claims, demands, suits, actions, expenses and liabilities, including reasonable attorneys' fees and expenses, associated therewith or with successfully establishing the right to indemnification hereunder, which arise out of, in connection with or result from any claim, action or other proceeding, that is based on: (i) the negligent actions or omissions of the indemnifying Party; and (ii) either Party's breach of any of the representations, warranties or covenants contained in this Agreement.

1.8 Confidentiality. The Parties shall comply with all federal and state laws pertaining to medical record confidentiality and disclosure. To the extent, and for so long as required, the Parties represent that they shall make all reasonable efforts to comply with the provisions of 42 U.S.C. § 1171, *et. seq.* enacted by the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder all amended from time to time, including but not limited to the requirement for a business associate agreement, if applicable.

1.9 Access to Books and Records. The Parties agree that they will allow the Comptroller General of the United States, Health and Human Services, and their duly authorized representatives, access to the contracts, books, documents, and records of both Parties until the expiration of four (4) years after the services are furnished under this Agreement. The access will be provided for in accordance with the provisions of 42 CFR § 420.302 and related regulations. Furthermore, the Parties agree that if any of the value or cost of any work provided by a subcontractor of one Party to the other Party for any twelve (12) month period has a value of Ten Thousand and 00/100 Dollars (\$10,000) or more, the subcontractor will be required to sign a similar agreement to make its books and records available for such four (4) year period of time. The Parties further agree they will adhere to the Illinois Local Records Act, 55 ILCS 205/1, *et. seq.* and any other applicable legal requirement(s).

1.10 Tax Exempt Status. In the event the performance by either Party of any term, covenant, condition or provision of this Agreement should jeopardize CMH's tax exempt status, license, ability to participate in Medicare or Medicaid, or an accreditation by the Joint Commission on Accreditation of Healthcare Organizations or any other state or nationally-recognized accreditation organization, or violate any statute, regulation, ordinance, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, CMH may at its option terminate this Agreement immediately.

1.11 Miscellaneous Provisions. (i) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any prior understandings, agreements, or representations by the Parties, written or oral, to the extent they relate in any way to the subject matter hereof; (ii) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign any of its rights or obligations hereunder, directly or indirectly, without the prior written consent of the other Party; (iii) No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party; (iv) No waiver by a Party of any provision of this Agreement or any default hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default; (v) This Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Illinois, and any dispute arising from this Agreement shall be venued in the state and federal courts of Crawford County, Illinois; (vi) This Agreement shall not confer any rights or remedies upon any person (including Athletic Trainer or any replacement employee) other than the Parties; (vii) The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement; (viii) This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by facsimile or electronic transmittal; (ix) Each Party warrants and represents by its execution of the Agreement that it has full power and authority to enter into this Agreement, and this Agreement was adopted by its respective bodies with power to adopt upon proper resolution and vote at a meeting duly and lawfully called and with power to consider this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

**CRAWFORD HOSPITAL DISTRICT
(D/B/A CRAWFORD MEMORIAL HOSPITAL)**

**ILLINOIS EASTERN COMMUNITY COLLEGES
LINCOLN TRAIL COLLEGE**

Signature:

Signature:

Name:

Name:

Title:

Title:

**CRAWFORD HOSPITAL DISTRICT
Signature:**

Name:

Title:

SCHEDULE
A
SERVICES

Subject to the conditions set forth in the Agreement, CMH will provide athletic training services to College at the Lincoln Trail Campus consistent with the Illinois Athletic Trainers Practice Act, 225 ILCS 5/1, et. seq., as amended from time to time. Examples of the Services that may be provided include to the extent applicable:

- A. Selection, fitting, and maintenance of protective equipment;
- B. Assistance to the coaching staff in the development and implementation of conditioning programs;
- C. Counseling of athletes on nutrition and hygiene;
- D. Inspection of athletic training and playing facilities, equipment and supplies;
- E. Coordination with a licensed physician(s) to provide:
 - (i) pre-competition physical exam and health history updates,
 - (ii) game coverage or phone access to a physician or paramedic,
 - (iii) on-site and follow-up injury care,
 - (iv) reconditioning programs, and
 - (v) assistance on other matters pertaining to the health and well-being of athletes.
- F. With a physician, determination of when an athlete may safely return to full participation post-injury; and

J. Maintenance of records of athletic injuries and treatments rendered.

Services shall be provided at the following events, listed in order of priority¹:

- Home game coverage for men's and women's soccer, men's and women's basketball, volleyball, baseball and softball.
- Weekday Athletic Training Room Coverage for a minimum of two (2) hours on non game coverage weekdays and one (1) hour on game coverage weekdays.
- Post-season tournament(s) coverage hosted at the Lincoln Trail Campus

¹Should events overlap, CMH shall determine, in its sole discretion, which event shall be staffed. In the event of Athletic Trainer's inability to attend a scheduled event, whether due to injury or illness or for any other reason, CMH will promptly notify College.

Agenda Item #8C

Medical Lab Technician (MLT) Program Course Fees

Agenda Item #8C

TO: Board of Trustees

FROM: Ryan Gower

Date: May 18, 2021

RE: Medical Laboratory Technician Course Fees

The Medical Laboratory Technician (MLT) Program at Frontier Community College (FCC) was created with funds provided by FCC's Title III grant. All institutional costs (instructor, equipment, supplies, consumables, etc.) for the first cohort of students are covered by the grant. As we move into the second cohort of MLT students this fall, some of these costs are no longer covered by the grant (supplies and consumables). With this in mind, the Health Sciences Specialist at FCC calculated the *actual* cost of items used/consumed in each MLT course that is taught in the first year of the program. Based on this calculation, the following course fees are proposed starting in the fall of 2021.

- MLT 1201 – Introduction to Clinical Lab: \$0
- MLT 1202 – Serology/Immunology: \$50
- MLT 1205 – Clinical Microbiology: \$75
- MLT 1210 – Hematology & Hemostasis: \$50

For comparison purposes, Oakton Community College charges \$30.00, \$90.00, and \$60.00, respectively, for courses comparable to the MLT courses listed above. The IECC Cabinet reviewed the proposal on April 7, 2021 and approved the fees. Depending on enrollment in the fall, these fees should generate between \$1,400 and \$3,500. Proposed fees for second-year MLT courses will be brought for approval in the spring of 2022.

Agenda Item #8D

Contract Extension with Ellucian

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: May 18, 2021
RE: Ellucian Contract

Ellucian is IECC's current software supplier and provides software for our financial, personnel, and student records operations.

Our current contract is up for renewal and Ellucian is offering a modernization package to align our subscriptions with their standard offerings. The proposal will provide additional licenses to improve prospective student communications, degree evaluations, data analytics, and integrations to our Canvas learning management system. The proposal will also reduce the annual fee increase from a scheduled 7% to 3%.

I ask the Board's approval of a contract extension to the current contract with Ellucian until the year 2026.

RG/sc

Attachment



LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between ELLUCIAN COMPANY L.P. (“Ellucian”) and ILLINOIS EASTERN COMMUNITY COLLEGES SYSTEM OFFICE (the “Client”). This Order Form amends the Software License & Services Agreement dated March 21, 1997 between the parties (the “Agreement”). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Under the Agreement, Ellucian granted Client a perpetual right of use for certain systems of software. Subject to the terms and conditions of the Agreement as modified by this Order Form, Client and Ellucian hereby terminate Client’s license for the “Terminated Perpetual Software” identified in Exhibit 1 hereto in consideration for a license to use certain software, as identified in the Subscription Software Table below, on a term-of-years basis (“Subscription Software”) and/or certain other software, as identified in the Cloud Software Table below, on a term- of-years, Ellucian cloud-provided basis (“Cloud Software”). Client is retaining its perpetual license to use certain other Continuing Perpetual Software (as that term is defined below), all subject to the terms and conditions of the Agreement as modified by this Order Form. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Software Term. For purposes of both the Subscription Software and the Cloud Software licensed under this Order Form, the “Software Term” consists of the period of time from the last day of the month of execution of this Order Form (the “Beginning Date”) until **April 30, 2026** (the “Expiration Date”). At the end of the Software Term (unless otherwise specified in the Documentation or this Order Form), Client’s license to access and use the Subscription Software and the Cloud Software will automatically renew for consecutive Contract Years on a year-to-year basis extending the Expiration Date and the Software Term by a year each time, unless either party notifies the other in writing of its intent not to effect such renewal at least ninety (90) days prior to the then-current Expiration Date; automatic renewal beyond the Software Term will be subject to an increase of up to seven percent (7%) annually, for each such renewal Contract Year, in addition to applicable third party fee increase (if any), unless and until the parties execute a written amendment or subsequent order form for a committed renewal term.

Termination of License for Terminated Perpetual Software. Client’s license to use the Terminated Perpetual Software is terminated thirty (30) days following the Beginning Date.

Grant of Licenses Pursuant to This Order Form. Licenses granted pursuant to this Order Form are for Client’s internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Subscription Software and Cloud Software, for Client’s internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner’s respective products. Client acknowledges that Subscription Software that replaces the

Terminated Perpetual Software has been delivered. Ellucian will provide the necessary process and procedure for Client's access to the Cloud Software within thirty (30) days of the Beginning Date.

Continuing Perpetual Software. Notwithstanding the termination of Client's license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 2 hereto (the "Continuing Perpetual Software"), as previously licensed between the parties. In order to align Software Support Services for the Continuing Perpetual Software to the Software Term applicable to Subscription Software and Cloud Software licensed under this Order Form, the parties hereby amend, renew, and extend Software Support Services for the Continuing Perpetual Software (only) for a term commencing on the Beginning Date through the Expiration Date ("Extended Maintenance Term").

SUBSCRIPTION SOFTWARE TABLE ^{1,2,3}	
Description	Fee
Banner Student (includes Student Self-Service and Faculty and Advisor Self-Service)	Included
Ellucian Degree Works	Included
Ellucian Degree Works Transfer Equivalency	Included
Banner Financial Aid (includes Financial Aid Self-Service and CSS Profile Interface)	Included
Banner Finance (includes Finance Self-Service)	Included
Banner Human Resources (includes Employee Self-Service)	Included

CLOUD SOFTWARE TABLE ^{1,4}	
Description	Fee
Ellucian Analytics <ul style="list-style-type: none"> • 5 Designer Named Users • 15 Viewer Named Users 	Included
Ellucian Intelligent Learning Platform for Blackboard ²	Included
Federal Methodology Needs Analysis	Included
Ellucian CRM Recruit - Community Edition (Banner)	Included
Three (3) Additional Constituent Experience (cx) for CRM Recruit SaaS	Included
Five (5) Ellucian Chats For CRM Recruit	Included
Ellucian On Demand Training ⁵ <ul style="list-style-type: none"> • Essentials (10 Named User License) 	Included

PAYMENT SUMMARY FOR SUBSCRIPTION SOFTWARE AND CLOUD SOFTWARE	
TOTAL (for Contract Year ending April 30, 2022) (to be prorated, if applicable)	\$252,536
TOTAL (for Contract Year ending April 30, 2023)	\$263,917
TOTAL (for Contract Year ending April 30, 2024)	\$270,155
TOTAL (for Contract Year ending April 30, 2025)	\$279,579
TOTAL (for Contract Year ending April 30, 2026)	\$289,197

Professional Services. Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the “Services”), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian’s delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the period of Ellucian’s delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE			
Description ⁶	Hours	Rate ⁷	Fee ^{8,9}
Ellucian CRM Recruit Consulting Services	43	\$213	\$9,159
Ellucian CRM Recruit Additional Constituency	154	\$213	\$32,802
Degree Works Transfer Equivalency Self-Service Implementation eCRM	40	\$187	\$7,480
Degree Works Scribing	181	\$120	\$21,720
Degree Works Full Service Implementation	314	\$187	\$58,718
Ellucian Analytics Essentials - Student	90	\$213	\$19,170
Ellucian Analytics Essentials - Financial Aid	48	\$213	\$10,224
Ellucian Analytics Essentials - CRM Recruit	94	\$213	\$20,022
Ellucian Analytics Essentials - Human Resources	48	\$213	\$10,224
Ellucian Analytics Essentials - Finance	48	\$213	\$10,224

Intelligent Learning Platform (ILP) 5 Implementation	8	WAIVED ¹²	WAIVED ¹²
Ethos Integration Essentials (SaaS or Managed Cloud)	18	\$187	\$3,366
ILP Project Management Implementation	4	WAIVED ¹²	WAIVED ¹²
Banner Project Management Services	273	\$187	\$51,051
Ellucian CRM Recruit Community Edition Implementation ¹⁰	Fixed Fee	Fixed Fee	See Note ¹⁰ Below
Ellucian Chat for CRM Recruit Implementation ¹¹	Fixed Fee	Fixed Fee	\$1,000
TOTAL PROFESSIONAL SERVICES FEES:			\$255,160

Notes to Tables:

- ¹ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.
- ² Pricing in this Order Form allows for up to a tier threshold of 3,499 (the “Contracted FTE”). The annual fees shown in the Cloud Software Table do not include implementation/setup services.
- ³ Subscription Software includes Software Support Services at the Advantage Plus Maintenance Level without additional charge.
- ⁴ Except for Ellucian CRM Recruit-Community Edition, Cloud Software includes Software Support Services for such Cloud Software at the Subscription Advantage Maintenance Level without additional charge. Except for Ellucian CRM Recruit-Community Edition Cloud Software includes Software Support Services for such Cloud Software at the Subscription Advantage Plus Maintenance Level without additional charge.
- ⁵ Client is granted a right to access and use the Ellucian-proprietary self-paced, web-based training programs (“Web-Based Training Programs”) that Ellucian makes available during the applicable Software Term. Within thirty (30) days of the Beginning Date and upon receipt of user account information from Client, Ellucian will make available to Client the most current version of the Web-Based Training Programs for the Baseline version of Ellucian Software. Further, provided that Client pays Ellucian the applicable subscription fees specified in this Order Form, Ellucian will, during the applicable Software Term, make available to Client each new version of the Web-Based Training Programs will be made available via the website as soon as reasonably practicable after the same become generally available to Ellucian licensees in each instance. Client will only have the right to use the Web-Based Training Programs in connection with its license to use the corresponding Software, and Client’s right to use the Web-Based Training Programs will be subject to and limited by the licensing terms of the Agreement. All Web-Based Training Programs are owned by and constitute copyrighted and confidential information of Ellucian. Client is expressly prohibited from placing on or otherwise making any Web-Based Training Programs, in whole or in part, available from any website, including any website maintained, operated, or authorized by Client.
- ⁶ For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL: <https://na11.springcm.com/atlas/Link/Document/15591/6d78629d-19ac-eb11-9c3c-d89d6716196d/3cd45aa3-19ac-eb11-9c3c-d89d6716196d>
- ⁷ Hourly rates specified in this table will be held in place for this project for a period beginning on the Execution Date and ending eighteen (18) months later.
- ⁸ Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- ⁹ Where a number of hours is specified in the table with an associated hourly rate, the “Fee” is a good faith estimate based on the information available to Ellucian at the time of execution of this Order Form. The total amount that Client will pay for these services will vary based on the actual number of hours of services required to complete the services and the rate that is applicable when the services are rendered.
- ¹⁰ Included as part of the Annual Subscription Fee for Ellucian CRM Recruit Community Edition.
- ¹¹ Fixed Fee services fees will remain valid for a period of one (1) year following the Execution Date; Client must schedule delivery of Fixed Fee services within the one (1) year period or additional charges may apply.
- ¹² Ellucian agrees to waive payment of fees for up to a maximum of eight (8) hours of implementation and up to a maximum of four (4) hours of project management services dedicated to Ellucian Intelligent Learning Platform (ILP) (the “ILP Service”). In the event that the delivery of the ILP Service will require additional service hours above the hours allowed (at no charge) under this Amendment, Ellucian will notify Client in advance of delivery of such additional service hours so that the parties may memorialize terms for such delivery in a separate agreement or change order. Ellucian’s waiver of payment of fees for the ILP Service is non-transferable and cannot be used towards any other professional services under contract between the parties.

Invoicing. Fees for Software Support Services, Subscription Software, and Cloud Software are payable on the basis of a “Contract Year” (consisting of twelve (12) consecutive months beginning May 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Subscription Software and Cloud Software. Except for the initial Contract Year (based on a May 31, 2021 Beginning Date), fees for the initial Contract Year will be invoiced on the following dates: (1) \$63,134 on June 1, 2021; (2) \$63,134 on September 1, 2021; (4) \$63,134 on December 1, 2021; and \$42,089 on March 1, 2022 for a partial initial Contract Year).

- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Continuing Perpetual Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date);
- on the Execution Date for all Professional Services to be performed on a fixed fee basis;
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian’s performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Professional Services Table indicate that travel and living expenses are included).

Payment Terms. Unless a different payment obligation is specified in the Agreement, Client’s payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

Publicity. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian

Client

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____
Printed

Name: _____
Printed

Title: _____

Title: _____

Date: _____

Date: _____

The later date of signature above is the “Execution Date” of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before May 28, 2021.

Client Billing Contact Information:

Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

PO# (if applicable) _____

Client Cloud Software Provisioning Contact Information:

Name: _____

Title: _____

Email: _____

EXHIBIT 1

TERMINATED PERPETUAL SOFTWARE TABLE: ¹

Description
Banner Finance (includes Finance Self-Service)
Banner Student & Financial Aid (includes Student Self-Service, Faculty Self-Service, and Financial Aid Self-Service)
Banner Human Resources (includes Employee Self-Service)
Financial Aid FM Need Analysis

Notes to Terminated Perpetual Software Table:

- ¹ Prior to the Execution Date of this Order Form to which this Exhibit 1 is attached, Client paid Ellucian certain fees as Software Support Services for the Terminated Perpetual Software, either under the Agreement or under a separate maintenance agreement (“Maintenance Agreement”). Client’s obligation to pay Ellucian Software Support Services fees for the Terminated Perpetual Software identified in the Terminated Perpetual Software Table below is terminated as of the Beginning Date. Client will receive a credit for any prepaid Software Support Services for the Terminated Perpetual Software for the period commencing on the Beginning Date or will be billed for the Software Support Services for the Terminated Perpetual Software through the Beginning Date, as applicable.

EXHIBIT 2

TABLE A - CONTINUING PERPETUAL SOFTWARE: (Paid in Advance) ^{1,2}

Description	Maintenance Level	Base Year Fee (for Contract Year ending April 30, 2022)
Evisions Corporation Argos Advanced Features	Advantage	Included
Evisions Corporation Argos Enterprise	Advantage	Included
Oracle Relational Database System	Advantage	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:		\$42,669

TABLE B- CONTINUING PERPETUAL SOFTWARE TABLE: (Paid in Arrears) ^{1,2}

Description	Maintenance Level	Base Year Fee (for Contract Year ending April 30, 2022)
Oracle Programmer	Advantage	Included
Oracle Relational Database System	Advantage	Included
OpenText ApplicationXtender Desktop	Advantage	Included
OpenText ApplicationXtender Web Access .NET	Advantage	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:		\$36,762

Notes to Continuing Perpetual Software Tables:

- ¹ **Ongoing Software Support Services- Table A.** Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through the Beginning Date. During the Extended Maintenance Term, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table annually, in advance, on the basis of a Contract Year; (ii) for each Contract Year throughout the Extended Maintenance Term, Software Support Services fees may increase by not more than five percent (5%) over the amount payable for Software Support Services for the immediately preceding Contract Year and will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the start of the applicable Contract Year for which such Software Support Services fees are being remitted, with payment due within thirty (30) days of the date of each such invoice; and (iii) absent any further amendment or extension with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).
- ² **Ongoing Software Support Services- Table B.** Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through the Beginning Date. During the Extended Maintenance Term, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table annually, in arrears, on the basis of a Contract Year; (ii) for each Contract Year throughout the Extended Maintenance

Term, Software Support Services fees may increase by not more than five percent (5%) over the amount payable for Software Support Services for the immediately preceding Contract Year and will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the end of the applicable Contract Year for which such Software Support Services fees are being remitted, with payment due within thirty (30) days of the date of each such invoice; and (iii) absent any further amendment or extension with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).

³ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.

⁴Conditioned upon an execution date on or before June 30, 2021, Client has the following on Premise Software that will be dropped from Maintenance effective on the Beginning Date by agreement of the parties: Oracle internet Application Server Enterprise Edition. Accordingly, neither party shall owe the other any prospective obligations with respect to such Software such that Client's obligation to pay Ellucian Software Support Services fees for the Software products identified in this Note 4 is terminated as of the Beginning Date.

Agenda Item #8E

Tax Abatement for Enterprise Zone/ City of Robinson

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: May 18, 2021
RE: Crawford County Tax Abatement Expansion

The City of Robinson is seeking permission from the taxing bodies to approve a tax abatement for the extension of the existing Enterprise Zone to include a site slated for the development of “The Woods Event Center and Bar” which will be located directly adjacent to the Crawford County Forest Preserve on County Road N. 600th Street.

We have spoken with other taxing bodies in the City of Robinson who support the expansion of the Enterprise Zone to encourage economic development. I ask that the Board support the request made by the City of Robinson for the expansion of the Enterprise Zone.

RG/sc

Attachment

TAX ABATEMENT RESOLUTION

The Board of Trustees of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 does hereby adopt this Resolution as follows:

The County Clerk of Crawford County, Illinois, is hereby directed to abate ad valorem taxes imposed upon real property located within the Robinson Crawford Enterprise Zone as the result of the Establishment of an Enterprise Zone in the City of Robinson and Crawford County, Illinois subject to the Enterprise Zone Act of the State of Illinois effective January 1, 2020. Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on September 11, 2018 as Ordinance Number 2018-O – 26 and Ordinance adopted by the County Board, Crawford County, Illinois on September 13, 2018 as Ordinance Number 2018-O – 004 and Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on December 22, 2020 as Ordinance Number 2020-O – 35 and Ordinance adopted by the County Board, Crawford County, Illinois on January 14, 2021 as Ordinance Number 2021-O – 002 on which new improvements shall be renovated or rehabilitated, subject to the following conditions:

- a) No abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Redevelopment Project District;
- b) Any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements in such parcel;
- c) Such abatement shall be allowed only for non-residential, commercial and industrial property located within the zone area;
- d) Such abatement of taxes on any parcel shall be for, and only for, the taxes attributable to an increased assessed valuation of the parcel for the taxing period immediately preceding the issuance of a building permit for the qualified construction and renovation or rehabilitation;
- e) Such abatement shall be at the rate of 100 percent of the taxes for a period of five years, beginning with the first year in which the improvements are fully assessed. Such is limited to the term of the Robinson Crawford Enterprise Zone.

Upon roll call vote the following Trustees voted aye:

Upon roll call vote the following Trustees vote nay:

Passed and approved by the ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 at its regular Board meeting held on May 18, 2021 in Fairfield, Illinois.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529

BY: _____

ATTEST:

Agenda Item # 8F

Public Health & Safety (PHS) Project Proposal

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: May 18, 2021

RE: PHS Project Proposal

On March 17, 2020, the Board of Trustees approved issuance of the Series 2020 General Obligation Community College Bonds for the purpose of capital improvements across the District. The slate of projects approved from that issue are underway and projected costs show that we will be under budget for the projects approved.

Later in this agenda, the Board will review bid openings for the Wabash Valley College Pool Infill project. This project has been reviewed by ADG and found to be in compliance with College Board Rule 1501.608 and Section 3-203.01; accordingly, this project is eligible for protection, health, and safety purposes.

I ask the Board's approval of utilizing approximately \$285,500 (which includes the base bid, contingency, and A/E fees) from the 2020 Series A PHS bond issue for this project, pending acceptance of the lowest responsible bid later in this agenda.

RG/akb

Agenda Item #8G

Contractual Agreement for Instructional Design Support

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: May 18, 2021
RE: Contractual Agreement for Instructional Design Support

Federal dollars from CARES, CRRSSA, and ARP create a unique opportunity for IECC to invest in our educational programs. An area with great opportunity for growth is in our online and hybrid course delivery.

IECC has many excellent online courses, and all four colleges are frequently in “top ten” lists of best online colleges – largely based on price and the number of sections available. This year, IECC has identified some important controls and quality improvement measures that need to be addressed related to online course delivery at IECC. The course development and approval process, maintenance of a master course shell, and a robust & meaningful review process are all areas currently under discussion. These practices have always been important, but COVID has changed both the trajectory and student expectations for online and hybrid course delivery.

IECC wishes to enter into a contractual agreement with Symbiosis who will:

- Define online course development strategy and standards
- Review the existing course materials and identify areas for pedagogical improvement for fully online delivery
- Create courses that are consistent with your institution’s branding and quality standards
- Course Length: 2-3 pages of learning notes per unit. Up to 30 pages/200 slides of custom content provided by Subject Matter Expert (SME) per course
- Recommend and implement best strategies for Section 508 compliance
- Provide copyediting and quality assurance course content
- Collaborate with Faculty and recommend best practices for creating content that is engaging and designed to reach the different needs of student learners
- Have weekly meetings with SME (remote) or as needed

As IECC looks to strengthen services to students and find new markets (beyond traditional college-aged students) having exceptional online course offerings (and stackable badges & micro-certificates) will be essential. This is a time-intensive and laborious process but done properly, IECC will have a firm foundation from which to move forward.

I would ask the Board’s approval of entering into a contractual agreement with Symbiosis to strengthen the quality of our online and hybrid course delivery.

RG/sc Attachment

Statement of Work

Online Course Development Services

Dr. Ryan Gower

Chancellor



Illinois Eastern Community Colleges

Submitted by:

Joseph Thomas, M.S., M.B.A.

Chief Academic Officer



575 Fifth Avenue, 14th Floor, New York, NY 10017

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Email: Joe@SymbiosisEd.com

Website: www.SymbiosisEd.com

ABOUT SYMBIOSIS

Symbiosis Educational Consultants is a New York based leading instructional design firm that offers a refreshing à la carte approach to online learning. With more than 50 years of collective experience in education, team Symbiosis is dedicated to the mission of making online education pedagogically strong, student focused, and more affordable. Institutions like Antioch University Online, Montclair State University, LIM College, University of South Alabama, and others, have used our expertise and passion for instructional design to successfully develop over 1800 custom online/hybrid courses in over 60 grad and under-grad programs.

Our learning design team is proficient in using Online Learning Consortium Scorecard, Quality Matters, and SUNY OSCAR rubrics. Simply put, we are obsessed with quality and it is always pedagogy over technology at Symbiosis. Not surprisingly, the online programs that we built for LIM College were recently included in U.S. News & World Report's ranking of 2019 Best Online Graduate Business Programs and Best Online Bachelor's Programs in 2020.

While we provide multiple services like instructional design, faculty development, strategic consulting, enrollment management, success coaching, and staff augmentation, every service is individually priced. Our partners love this fee-for-service model as they get to choose the service they need and pay for only what they use!

By providing a consultative and collaborative approach to online course development, we're determined to go beyond the traditional Online Program Management (OPM) model and help higher ed institutions achieve more without the constraint of revenue share or long-term contracts.

Our team works as an extension of your internal teams and helps you build customized, high-quality courses faster and more cost-effectively to help boost retention, recruitment, and revenue.

Here is what Dr. Rachel Eunjoon Um, Former Director of Learning Technology for Antioch University Online has to say about us, "They are not just trying to sell their services and sign a contract, they are really interested in the work we are doing and helping us to do it better."

We are Symbiosis. We believe in synergy. We've assisted our partners in extending their own mission, identity, and impact and would love to help your institution do the same!

STATEMENT OF WORK

Online Course Development Services

This Statement of Work (“SOW”) dated this 28th day of April 2021 (“Effective Date”), and the attached Terms and Conditions (the SOW and the Terms and Conditions are collectively, the “Agreement”), between Symbiosis Educational Consultants (“Symbiosis”) with office at 575 Fifth Avenue, 14th Floor, New York, NY 10017 and **Illinois Easter Community Colleges** (“Client”) located at 233 East Chestnut Street, Olney, IL 62450. The Agreement and this SOW constitutes the entire agreement between the parties with respect to the engagement set forth herein. Any contrary or additional terms and conditions attached to or part of any purchase order, invoice or similar document related to this SOW shall be invalid and non-binding on the parties.

1. SUMMARY OF SERVICES

Based on the course content provided by the Client, Symbiosis will provide professional services to work with client’s assigned Subject Matter Experts (SMEs) to redesign and customize courses for online delivery.

2. SCOPE

WORK PACKAGE	ACTIVITIES / TASKS
Professional Services for Custom Course Development (Plus)	<ul style="list-style-type: none">○ Define online course development strategy and standards○ Review the existing course materials and identify areas of for pedagogical improvement for fully online delivery○ Create courses that are consistent with your institution’s branding and quality standards○ Course Length: 2-3 pages of learning notes per unit. Up to 30 pages/200 slides of custom content provided by Subject Matter Expert (SME) per course○ Recommend and implement best strategies for Section 508 compliance○ Enhance content by adding up to 30 stock and 15 custom graphics and instructor-provided media○ Provide copyediting and quality assurance course content○ Collaborate with Faculty and recommend best practices for creating accessible content○ Weekly meeting with SME (remote) or as needed○ Upload content in Learning Management System

3. DELIVERABLES

Symbiosis's responsibilities are included in the scope of the project. The parties understand and agree that these activities and tasks will be completed according to the agreed upon Course Development Timeline (Schedule B) and that Symbiosis does not guarantee that all activities and tasks will be completed and delivered in the estimated time frame for this SOW, if Client fails to execute its responsibilities (Sec. 5).

4. ASSUMPTIONS AND CONSTRAINTS

This section identifies the major assumptions and constraints used to establish the project estimates, plans and approach. Assumptions are expectations that form the basis for decisions. Constraints are restrictions associated with the project.

- Due to the current COVID19 crisis, the delivery dates would be best estimates
- Faculty will not be working on more than two courses in a given timeline and these will be developed together.
- For each timeline in Schedule B, 15 courses will be delivered
- All courses are worth 3 credits.
- Lab courses are not included.
- Remediation for accessibility and copyediting are done only for original content that is provided by faculty. For example, publisher PowerPoints and 3rd party content not created by the Faculty will not be reviewed and updated.
- Faculty will be required to provide transcripts for video content. Symbiosis responsibility will be limited to uploading the video files and adding the audio transcripts as attachments.
- Content will be provided by the Subject Matter Expert (SME) as per Course Development Timeline (Schedule B). Full course list in Schedule B will be provided at the start of engagement.
- If Client requires a Purchase Order to be issued in order for Symbiosis to be paid for the Services, then Client must check the requirement off at the bottom of this SOW and issue the Purchase Order within 5 days of the execution of this SOW. Client's failure to provide a Purchase Order does not relieve Client of their obligation to pay for the Services rendered or expenses incurred in accordance with the terms of the Agreement.

5. CLIENT RESPONSIBILITIES

This section identifies Client's responsibilities. Client's failure to execute its responsibilities may impact the schedule and/or cost of this engagement.

Client will provide the course content (syllabus, course documents, video scripts, textbooks, exams etc.), expertise and personnel throughout the engagement (executive sponsorship, project management, subject matter experts, course content reviewers, etc.) and will coordinate and manage the involvement of any third parties. Client will review and approve work within the timeframe in Schedule B. Symbiosis shall provide Client reasonable notice of the time within which Symbiosis requires approval so as not to impact the work schedule. Client will designate a single individual who will provide formal acceptance of work products. Client will provide the necessary infrastructure for the engagement, including, but not limited to: (i) facilities for

video shooting; (ii) system and network access; (iii) hardware, software and product documentation; (iv) development/test environments and sample data testing; and (v) any IDs and passwords.

6. PROJECT LOCATION

Symbiosis will conduct this engagement remotely.

7. PERIOD OF SERVICES

Estimated Start Date: Jun 01, 2021

Estimated End Date: June 30, 2022

8. FEES AND EXPENSES

This is a Professional Services (Fixed Price) engagement. The course listed on Schedule A cannot be modified or reduced. Each stage of the work described below shall commence promptly upon completion of the prior stage. The following fee structure and invoicing schedule is based upon the current understanding of scope of the engagement, the resources required, the anticipated duration and the requirements as outlined in this SOW.

FEES STRUCTURE:				
SERVICES	RATE PER COURSE (USD)	Discounted RATE PER COURSE (USD)	ESTIMATED COURSE(S)	ESTIMATED FEES (USD)
Professional Services for Custom Course Development (Plus) <i>One-Time New Partner Discount 5%</i>	\$8,925	\$8,500	30	\$255,000
INVOICING SCHEDULE:				
Item	Milestone Description		Invoice Date	Payment (%)
Project Start date	Signing of the contract		TBD	60
Delivery timeline	After course is delivered in LMS.		TBD	40

Schedule A

List of Courses & Projects

Serial #	Course Code	Course Name
TBD	TBD	TBD

Schedule B
Symbiosis | Online Course Development | Timeline 2 - Summer
2021

Week #	Dates (Week of)	Process	SME Deliverable	Admin Approvals
1	Week of Jun-14	Project Kick-off/Workshops		
2	Week of Jun-21	Meeting with Instructional Designer (ID) to discuss Vision Worksheet and Course Map		
3	Week of Jun-28	Meeting with ID	Vision Worksheet and Course Map	
4	Week of Jul-05	Meeting with ID	Module 1 No changes to Course Map	
5	Week of Jul-12	Meeting with ID	Module 2	
6	Week of Jul-19	Meeting with ID	Module 3	CCR Review and Approval
7	Week of Jul-26	Meeting with ID	Module 4	
8	Week of Aug-02	Meeting with ID	Module 5	
9	Week of Aug-09	Meeting with ID	Module 6	
10	Week of Aug-16 Start of Semester	No Meetings with ID Modules 1-6: Copy editing, Dev. and QA		
11	Week of Aug-23	Meeting with ID	Module 7	
12	Week of Aug-30	Meeting with ID	Module 8	
13	Week of Sep-06	Meeting with ID	Module 9	
14	Week of Sep-13	Meeting with ID	Module 10	
15	Week of Sep-20	Meeting with ID	Module 11	
16	Week of Sep-27	Meeting with ID Modules 7-11: Copy editing, Dev. and QA	Module 12	

17	Week of Oct-04	Meeting with ID	Module 13	
18	Week of Oct-11	Meeting with ID	Module 14	
19	Week of Oct-18	Meeting with ID	Module 15	
20	Week of Oct-25	Meeting with ID	Module 16	
21	Week of Nov-1	Modules 12-16: Copy editing, Dev. and QA		
22	Week of Nov-8	Course QA		
23	Week of Nov-15	Meeting with ID: Full course demo in LMS	SME Review and Approval	CCR Review and Approval
24	Week of Nov-22	Incorporate Departmental Feedback		Approval from Chairperson
25	Week of Nov-29	Close out courses	Close out 100%	Project close out approvals

Symbiosis Online Course Development Timeline 2 - Summer 2021				
Week #	Dates (Week of)	Process	SME Deliverable	Admin Approvals
1	Week of Jun-14	Project Kick-off/Workshops		
2	Week of Jun-21	Meeting with Instructional Designer (ID) to discuss Vision Worksheet and Course Map		
3	Week of Jun-28	Meeting with ID	Vision Worksheet and Course Map	
4	Week of Jul-05	Meeting with ID	Module 1 No changes to Course Map	
5	Week of Jul-12	Meeting with ID	Module 2	
6	Week of Jul-19	Meeting with ID	Module 3	CCR Review and Approval
7	Week of Jul-26	Meeting with ID	Module 4	
8	Week of Aug-02	Meeting with ID	Module 5	
9	Week of Aug-09	Meeting with ID	Module 6	
10	Week of Aug-16 Start of Semester	No Meetings with ID Modules 1-6: Copy editing, Dev. and QA		
11	Week of Aug-23	Meeting with ID	Module 7	

12	Week of Aug-30	Meeting with ID	Module 8	
13	Week of Sep-06	Meeting with ID	Module 9	
14	Week of Sep-13	Meeting with ID	Module 10	
15	Week of Sep-20	Meeting with ID	Module 11	
16	Week of Sep-27	Meeting with ID Modules 7-11: Copy editing, Dev. and QA	Module 12	
17	Week of Oct-04	Meeting with ID	Module 13	
18	Week of Oct-11	Meeting with ID	Module 14	
19	Week of Oct-18	Meeting with ID	Module 15	
20	Week of Oct-25	Meeting with ID	Module 16	
21	Week of Nov-1	Modules 12-16: Copy editing, Dev. and QA		
22	Week of Nov-8	Course QA		
23	Week of Nov-15	Meeting with ID: Full course demo in LMS	SME Review and Approval	CCR Review and Approval
24	Week of Nov-22	Incorporate Departmental Feedback		Approval from Chairperson
25	Week of Nov-29	Close out courses	Close out 100%	Project close out approvals

TERMS AND CONDITIONS

1. Services.

A. Scope. Symbiosis shall provide the work outlined in the SOW (“Services”) to Client. The Services will not be performed until this Agreement is signed by duly authorized officials of both parties.

B. Changes in Scope. Client may from time-to-time desire to make changes to a SOW, which changes are generally of the following types:

- i. A proposed change to the requirements specified in the SOW or in a tangible or intangible deliverable that Symbiosis is to deliver to Client as described in a SOW (“Deliverable”), including, without limitation, changes or additions to functions, processes, adapters, etc.
- ii. A new requirement of Client that has not been included in the SOW or in a Client-approved Deliverable.
- iii. Increase in the level of effort.

If any of these or similar issues arise, then the parties will issue a change order to the SOW setting out the proposed changes to the Services, the cost, and the time frame for delivery and/or completion. No additional work outlined in a change order will be performed until Client has executed such change order. Symbiosis may not increase the price for any increase in the level of effort unless prior to performing the work Symbiosis has disclosed to Client that such work involves extra effort requiring a price increase, and a change order for such extra work, with the price increase, has been executed.

C. Cancellation. Neither party shall have the right to cancel this agreement, except as set forth below in Section 11B

2. Acceptance.

Acceptance. Symbiosis shall provide to Client the Services and Deliverables under the SOW. Such Services and Deliverables shall be considered accepted when Client advises Symbiosis in writing that they are accepted or if Client uses them after delivery.

3. Client Responsibilities.

A. In addition to Client's responsibilities as set forth in a SOW, Client shall cooperate with Symbiosis in order for Symbiosis to perform the Services hereunder, including, without limitation, providing Symbiosis with reasonable facilities and timely access to data, information and personnel of Client. Client understands that Symbiosis's performance of Services is dependent upon timely completion of Client's responsibilities specified in a SOW and pursuant to the terms of this Agreement as well as timely decisions and approvals of Client in connection with the Services. Symbiosis shall provide reasonable advance notice to Client of what access to data, information or personnel it requires and of the time frame within which it needs decisions or approvals to be made in order to avoid delay in the schedule. Any delays in timely completion of courses as per the course development timeline (Schedule B) is subject to a penalty 0.3% of course development fee per week.

B. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Symbiosis for purposes of Symbiosis's performance of the Services hereunder.

4. Payment Terms and Invoicing.

A. Fees and Expenses. Fees for Symbiosis's Services are set forth in the SOW. Unless otherwise noted in the SOW, Client shall reimburse Symbiosis for all reasonable expenses incurred by Symbiosis and approved by Client in advance in the

performance of Services, including, but not necessarily limited to, travel and lodging expenses.

B. Invoicing. Symbiosis will invoice Client based on the invoicing schedule in Section 8 of the SOW. The invoice shall indicate the nature of the work performed and any reasonable expenses incurred by Symbiosis in accordance with Symbiosis's travel policy, with appropriate receipts and/or documentation, as well as the total amount due. Payment is due within thirty (30) days after Client receives the invoice. No portion of payment of any kind shall be refundable under any circumstances.

C. Taxes. Any taxes or similar liabilities however denominated that may now or hereafter be levied on the Services provided or payments made under this Agreement, chargeable to or against Symbiosis by any applicable government authority, shall be passed through to and payable by Client in addition to the other charges under this Agreement. Should Symbiosis be required to pay or pays these taxes, fees or assessments or similar liabilities, Client shall promptly reimburse Symbiosis for such payments upon receipt of an invoice from Symbiosis.

5. Warranty.

A. Warranty of Performance. Symbiosis shall provide qualified consultants who perform in a professional and workmanlike manner. The warranty specified in this Section 5 shall apply only to failures or breaches of warranty which are reported to Symbiosis by Client within thirty (30) days after (i) the date that Services are delivered to Client, or (ii) the date of Acceptance in the case of a course Deliverable.

B. Exclusive Remedy. Symbiosis's sole obligation for failure to meet the warranty specified above shall be for Symbiosis, upon receipt of written notice of such failure from Client within the time period specified, to use commercially reasonable efforts to cure the breach provided that if Symbiosis is unable to correct the failure or cure the breach, then Symbiosis shall return the fees paid by Client to Symbiosis for the Services related to the breach.

C. Disclaimer of Implied Warranties. The warranty and remedy stated in Sections 5(A) and 5(B), respectively, are exclusive. THE FOREGOING WARRANTY IS SYMBIOSIS'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES (INCLUDING SOFTWARE). SYMBIOSIS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Proprietary Rights.

A. Client understands that Symbiosis will be using concepts, ideas, techniques and skills, methods, methodologies, processes and procedures related to business processes that are developed or continue to be developed by Symbiosis, and the use of technology in connection with such processes and their software, and which constitute an integral and continuing part of Symbiosis's business ("Symbiosis Technology") in order to perform the Services and produce the Deliverables agreed upon in a SOW. Except as otherwise provided in paragraphs B below, Symbiosis may employ, modify, disclose, and otherwise exploit the Symbiosis Technology for other clients. Nothing contained in this Agreement shall be construed as giving Client any right, title or interest in, or to, any Symbiosis Technology during and after the term of this Agreement. Symbiosis retains the right, title and interest in any and all improvements, modifications, enhancements, upgrades and derivatives to, or based on, the use of any of the above, whether they are developed independently by Symbiosis or result from the performance of Services.

B. Upon full and final payment to Symbiosis hereunder, the "Deliverables" will become the property of Client except to the extent that the Deliverables contain Symbiosis Technology. To the extent that any Symbiosis Technology is contained in any of the Deliverables, Symbiosis hereby grants Client, upon full and final payment to Symbiosis hereunder, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Symbiosis Technology in connection with the Deliverables for Client's internal business purposes. As part of this license, Client may make any modifications to the Symbiosis Technology, needed to update or modify the Deliverables for Client's internal business purposes, or hire any outside consultant to do so.

7. Indemnification.

A. Client and their respective officers, agents, employees agree to indemnify, defend and hold the other harmless from and against any and all liability, claims, loss and expenses, including without limitation reasonable legal costs and reasonable attorneys' fees, arising from bodily injury, death or damage to real or personal property to the extent directly and proximately

caused by the negligence or willful misconduct of the indemnifying party while engaged in the performance of Services under this Agreement; provided, however, that if there is also fault on the part of the non- indemnifying party or any entity or individual indemnified hereunder or any entity or individual acting on non- indemnifying party's behalf, the foregoing indemnification shall be on a comparative fault basis.

B. Symbiosis shall indemnify, defend, and hold Client harmless from and against any and all claims, liability, loss or expenses, including without limitation reasonable defense costs and reasonable legal fees, arising from any claim that the Deliverables violate any intellectual property right or trade secret of any third party, and shall pay all damages finally awarded against Client on such claim, or all costs of settlement of such claim, provided that Client (i) promptly notifies Symbiosis of any such action, (ii) gives Symbiosis full authority, information, and assistance to defend such claim and (iii) gives Symbiosis sole control of the defense of such claim and all negotiations for the compromise or settlement thereof provided however that Client must approve the counsel chosen to defend the claim and must approve any settlement, which approvals shall not be unreasonably withheld or delayed. Client may, at its option, retain its own counsel, at its own expense, to protect its interests."

C. Symbiosis's indemnification obligations hereunder shall not apply to: i) Client's misuse or modification of Symbiosis's Deliverables; ii) Client's failure to use corrections or enhancements made available by Symbiosis; iii) Client's use of the Deliverables in combination with any product or information not provided by Symbiosis; iv) information, materials or specifications provided by or on behalf of Client; or v) Client's operation or utilization of Symbiosis's Deliverables in a manner not contemplated by this Agreement.

D. In the event an infringement is determined or, if required by settlement, Symbiosis may: i) substitute for the Deliverables substantially compatible and functionally equivalent programs; or ii) modify the Deliverables to avoid the infringement. If i) and ii) fail, then Client may return the Deliverables and all related materials to Symbiosis, and Symbiosis shall refund to Client a pro rata share of the affected Deliverable on the basis of a five (5) year straight line useful life depreciation determined from date of Client's acceptance of the Deliverables.

8. Limitation on Damages.

A. EXCEPT FOR LIABILITY FOR INDEMNIFICATION UNDER ARTICLE 7 ABOVE AND FOR DAMAGES TO CLIENT CAUSED BY A CLIENT'S INABILITY TO OFFER ONLINE CLASSES IF A DELIVERABLE VIOLATES INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, IN NO EVENT SHALL SYMBIOSIS OR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIM THAT ARISES FROM OR RELATES IN ANY WAY TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION ALLEGED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY OF ANY KIND. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 ARE INDEPENDENT OF EACH EXCLUSIVE OR LIMITED REMEDY SET FORTH IN THIS AGREEMENT. IN NO EVENT SHALL CLIENT BE ENTITLED TO ANY MONETARY DAMAGES AGAINST SYMBIOSIS, REGARDLESS OF THE FORM OF ACTION ALLEGED, IN EXCESS OF THE AMOUNTS ACTUALLY PAID TO SYMBIOSIS BY CLIENT UNDER THE APPLICABLE SOW WHICH GAVE RISE TO THE CLAIM. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT CLIENT SHALL HAVE NO RIGHT TO OBTAIN SPECIFIC PERFORMANCE TO ENFORCE ANY RIGHT OR OBLIGATION HEREUNDER. Client acknowledges that the fees set forth herein reflect the allocation of risk set forth in this Agreement and that Symbiosis would not have entered into this Agreement without the limitations of liability set forth in this Agreement.

B. In no event shall Symbiosis be liable for loss of data or records of Client, it being understood that Client shall be responsible for ensuring proper and adequate back-up and storage procedures.

9. Confidential Information.

A. In connection with the performance of Services under this Agreement, each party to this Agreement may wish to disclose its (or its affiliates') proprietary information to its business operations such as, by way of example and not by limitation, any financial information, pricing, processes, formulas, methods, trade secrets, research, costs, employee lists and contact information, computer programs, marketing or business plans and strategies, or other information which Symbiosis or Client treats as, and maintains as, confidential or would reasonably presume to be proprietary in nature, whether oral or written (hereinafter "Information") to the other party on a confidential basis. For purposes of this Agreement, any Symbiosis

technology used in the Deliverable is considered Information. Similarly, for purposes of this Agreement, all information provided to Symbiosis by Client containing course information or course content, including without limitation syllabus, curriculum, tests, quizzes, grading information and discussion boards, and containing information relating to Client's students are confidential Information. The party disclosing the Information ("Disclosing Party") may consider such Information proprietary under this Agreement either because it has developed the Information internally, or because it has received the Information subject to a continuing obligation to maintain the confidentiality of the Information, or because of other reasons.

B. When information other than information defined to be Information in paragraph 9A above deemed to be proprietary is furnished in a tangible form, the Disclosing Party shall mark the Information in a manner to indicate that it is considered proprietary or confidential or otherwise subject to limited distribution as provided herein. When Information is provided orally, the Disclosing Party shall, at the time of disclosure, clearly identify the Information as being proprietary or confidential or otherwise subject to limited distribution as provided herein. In addition, the existence and terms of this Agreement, and the fact and substance of discussions and correspondence between the parties concerning the performance of Services, shall be deemed Information.

C. With respect to Information disclosed under this Agreement, the party to whom the Information is disclosed, its employees, and employees of its affiliated companies (the "Receiving Party") shall:

- a. hold the Information in confidence, exercising a degree of care not less than the care it uses to protect its own proprietary or confidential information, but in any event, not less than a reasonable standard of care;
- b. restrict disclosure of the Information solely to those directors, officers, employees and/or agents/consultants with a need to know and not disclose it to any other person;
- c. advise those persons to whom the Information was disclosed of their obligations with respect to the Information; and
- d. use the Information only in connection with continuing correspondence and discussions by the parties concerning the Services, and as is otherwise required by the Receiving Party to meet its obligations under applicable laws, regulations and accounting rules and by its professionals to properly advise the Receiving Party and perform their obligations to the Receiving Party, except as may otherwise be mutually agreed upon in writing.

D. The Information shall be deemed the property of the Disclosing Party and, upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party or will destroy all such Information at the Disclosing Party's direction. Upon request of the Disclosing Party, the Receiving Party shall destroy all Information stored in electronic form, meaning that it will cause such information to be removed from electronic storage or memory so that it cannot be retrieved. If either party loses or makes an unauthorized disclosure of the other party's Information, it shall notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information.

E. The Receiving Party shall have no obligation to preserve the proprietary nature of any Information which:

- a. was previously known to such party free of any obligation to keep it confidential; or
- b. is or becomes generally available to the public by other than unauthorized disclosure; or
- c. is developed by or on behalf of such party independent of any information furnished under this Agreement; or
- d. is received from a third party whose disclosure does not violate any confidentiality obligation; or
- e. is required to be disclosed by law or by any governmental agency having jurisdiction pursuant to an order to produce or in the course of a legal proceeding pursuant to a lawful request for discovery, provided, however, that if a party is so required to disclose the Information such party shall promptly notify the other party of the order or request for discovery and reasonably cooperate with such other party if it elects (at its expense) to seek to limit or avoid such disclosure by any lawful means.

F. Symbiosis warrants and covenants that it will comply with all state and federal laws and regulations with respect to protections and non-disclosure of legally confidential information including, but not limited to, "personally identifiable information" and education records as defined in the Family Educational Rights and Privacy Act (**FERPA**) of 1974, and personal information as defined in O.R.C. 1349.19.

10. Insurance.

During the term of this agreement and for at least one year after delivery of all deliverables to Client, Symbiosis shall obtain and keep in force, at its own expenses, commercial general liability insurance having a combined single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering contractual liability, including without limitation liabilities under Article 7 hereunder.

11. Term; Termination.

A. Term. This Agreement shall commence on the Effective Date and shall continue through the provision of Services under the SOW unless otherwise terminated in accordance with this Section.

B. Breach. If (i) either party breaches or threatens to breach its obligations under Section 9 regarding confidential information and such breach shall remain uncured for a period of five (5) days after the receipt by the breaching party of written notice from the other party of such breach, (ii) Client fails to pay any fees or other amount invoiced by Symbiosis not disputed by Client in good faith and such failure continues for twenty (20) days after receipt by Client of written notification from Symbiosis, (iii) Client becomes insolvent or makes or permits any assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of its property; or (iv) either party fails to comply in material respects with all covenants, agreements or conditions herein and such failure continues for thirty (30) days after written notification from the non-breaching party, the non-breaching party may then, at its sole discretion, upon twenty-four (24) hour\ notice to the breaching party, terminate this Agreement.

C. Return of Materials. Upon termination or other expiration of this Agreement, Symbiosis and Client shall forthwith return to the other party all papers, materials, and other properties of such other party held by each for purposes of performance of this Agreement and destroy materials of the other party maintained in electronic form in the same manner described in paragraph 9D above. In addition, each party will assist the other party in orderly termination of this Agreement as may be necessary for the orderly, non-disrupted business continuation of each party.

D. Survival. The obligations of any party that have been incurred prior to the effective date of termination (including, without limitation, the obligations of Client under the Payment Terms and Conditions), and other provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect notwithstanding the expiration or termination of this Agreement and whether or not an invoice has been rendered with respect thereto.

12. Non-Solicitation.

During the performance of Services to be provided hereunder and for a period of eighteen (18) months after the completion of such Services, Client agrees not to directly solicit for employment any persons directly involved in the performance of such Services who are employed by Symbiosis or a subcontractor of Symbiosis without Symbiosis's prior written approval. For purposes of this Agreement, Client's job postings, newspaper advertisements, and response to job inquiries unilaterally made by Symbiosis's employees shall not constitute direct solicitation, an attempt to induce or any breach of this Agreement.

13. General Terms.

A. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of Symbiosis to a) provide consulting, auditing or other services of any kind or nature whatsoever to any person or entity as Symbiosis in its sole discretion deems appropriate or b) develop for itself, or for others, materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables. Nothing herein shall be construed as precluding or limiting Client in any way from retaining other persons or entities to render services that are the same or similar to those rendered by Symbiosis or to modify any Deliverable hereunder."

B. Assignment. This Agreement and each SOW shall be binding on the parties and their respective permitted successors and assigns. Except as provided below, neither party may assign this Agreement or any SOW without the written consent of the other. Either party may assign or subcontract its rights and obligations hereunder to any affiliate or successor to all or substantially all of the business or assets without the consent of the other party.

C. Notices. All notices or demands required or permitted to be given or made hereunder by a party shall be in writing and, except as otherwise expressly provided herein, shall be deemed to have been given if made by hand delivery with signed receipt, or three (3) days after mailing by first class mail, postage prepaid, addressed to the other party at its address designated in the introduction paragraph of the SOW, or at such other address as such other party shall have furnished in writing to the notifying party in accordance with this Section. All notices shall be sent to the parties at the addresses listed in SOW.

D. Publicity. Symbiosis may use Client name, logo and work samples in Symbiosis website and other promotional and marketing materials that describes successful collaboration.

E. Force Majeure. Symbiosis shall not be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, any law, order or requirement of any governmental agency or authority, or any act or omission of employees or agents of Client. In this event and to the extent of any period of such delay, nonperformance shall not be deemed a breach of this Agreement and the work schedule and the due dates of such shall be adjusted accordingly.

F. Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law.

G. Waiver. No waiver or retraction of a waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom such waiver is sought. The failure of either party to exercise any right granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

H. Governing Law. The validity, performance and all matters relating to the interpretation and effect of this Agreement, or any amendment hereto, are expressly intended by the parties to be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws rules. Both parties consents to exclusive personal jurisdiction in the State of New York.

I. WAIVER OF RIGHT TO A JURY TRIAL. **EACH OF SYMBIOSIS AND CLIENT EXPRESSLY, KNOWINGLY, VOLUNTARILY, AND FULLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM OR ACTION IN CONNECTION WITH OR RELATED TO THIS AGREEMENT AND THE EVENT.** The parties to this Agreement have read the Agreement, understand it, and agree that each has had the opportunity to have the Agreement reviewed by legal counsel.

J. Prevailing Party; Limitation of Action. In the event a dispute arising under this Agreement results in litigation, the non-prevailing party shall pay the court costs and reasonable attorneys' fees of the prevailing party. With the exception of (1) actions to collect unpaid fees or (2) actions arising out of a breach of a party's confidential or proprietary information, any action brought under this Agreement must be brought within one (1) year following its accrual.

K. Priority. In the event of any conflict or inconsistency in the definition or interpretation of any term or provision set forth the Terms and Conditions and the SOW, such conflict or inconsistency shall be resolved by giving precedence to the Terms and Conditions. If Client issues a purchase order or other similar document it shall be for Client's internal purposes only and, therefore, even if it is acknowledged by Symbiosis, the terms and conditions of such purchase order or similar document shall be invalid and have no effect on this Agreement hereunder.

L. Integration/Modification. This Agreement constitutes the entire agreement between the parties with respect to the engagement set forth herein and supersedes all prior and all contemporaneous agreements, understandings, marketing materials, and communications, whether written or oral. This Agreement may be modified or amended only by written agreement signed by duly authorized representatives of both parties. Any attempt to modify this Agreement by e-mail with signature blocks or typed names implied as a signature is considered an unacceptable form of modification to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed by their duly authorized representatives.

CLIENT	
By:	
Print Name:	
Title:	
Date:	

SYMBIOSIS	
By:	
Print Name:	Joseph Thomas
Title:	Chief Academic Officer
Date:	April 28, 2021

Bill To: (please complete)

Purchase Order Required: Yes No (please check one)

Agenda Item #8H

Resolution of Support for Development of Recreation Facility/LTC

MEMORANDUM

TO: Board of Trustees

FROM: Ryan K. Gower

DATE: May 18, 2021

RE: Resolution of Support for the Development of Recreation Facility/LTC

Two years ago, this Board issued a resolution of support for the construction of a recreation facility on the campus of Lincoln Trail College. Since that time, the Board of the Crawford County Recreation Center (CCRC) has raised \$2,333,276.00 toward those ends. Additionally, the Lincoln Trail College Foundation has secured a \$400,000 grant for modernization of the existing Natatorium which is the first phase of project development.

To have external groups raise \$2,733,276.00, the vast majority of that from private sources, for a project that would enhance the value of IECC's built assets is a significant accomplishment. The amount of support from the local community, including major business entities like Marathon, Hershey, Lincolnland Agri Energy, First Robinson Savings Bank and Crawford Memorial hospital has been overwhelming. The pandemic of 2020 made additional fundraising all but impossible, and the CCRC is now approximately \$766,724 short of the anticipated cost of construction.

Given the fit of this project with the mission of Illinois Eastern Community Colleges, as well as the overwhelming support – financial and otherwise – of the area in bringing the facility to bear, I ask the Board's approval of the attached resolution which will indicate both general and financial support of the Board for the construction of such a center upon the college property.

RG/sc

Attachment

**RESOLUTION OF SUPPORT FOR THE DEVELOPMENT OF A RECREATION
CENTER ON THE CAMPUS OF LINCOLN TRAIL COLLEGE**

WHEREAS, Illinois Eastern Community College District #529 is committed to strengthening communities and impacting the lives of residents of our district; and

WHEREAS, the students of Lincoln Trail College and the residents of Crawford County have expressed both the need and interest in a recreational facility that would improve the quality of life for residents; and

WHEREAS, the proposed facility and the programs it would offer would serve Lincoln Trail College students and residents of Crawford County by providing opportunities for aquatics, athletics, recreational programming and access to cardiovascular and conditioning equipment; and

WHEREAS, several business entities from Crawford County, including Marathon Petroleum, Hershey, Lincolnland Agri Energy, Crawford Memorial Hospital, First Robinson Savings Bank, First National Bank, and the Crawford County Development Association have expressed the importance of a recreational facility and have contributed financially to its establishment; and

WHEREAS, the board of the Crawford County Recreation Center, acting with the support of the IECC Board of Trustees, has already raised \$2,333,276.00 (\$1,964,408.90 cash on hand, the remainder in good pledges) for the construction of this facility on the campus of Lincoln Trail College; and

WHEREAS, the Lincoln Trail College Foundation has secured a grant from the Illinois Department of Commerce and Economic Opportunity in the amount of \$400,000 to make built improvements to the existing Natatorium at Lincoln Trail College as a part of this project; and

WHEREAS, the board of the Crawford County Recreation Center has committed to IECC to continue in good faith with its fundraising efforts for facility construction, soft costs, and working cash; and

WHEREAS, upon completion of the construction of the facility, the board of the Crawford County Recreation Center has agreed to enter into a long-term lease agreement with IECC under which they will assume full responsibility for the operation of the Natatorium, the new building and the associated costs of all utilities, ongoing maintenance, and issues of facility safety & security; and

WHEREAS, the board of the Crawford County Recreation Center has agreed to transfer existing cash, as well future dollars from fulfilled pledges or additional gifts intended for construction, to IECC, who will act as the project manager, to hold in earnest until put to use for the future construction of the facility,

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529:

1. That the IECC Board of Trustees and the Board of the Crawford County Recreation Center will develop a comprehensive contract of operation that will outline the responsibilities and duties of both entities. Such a contract would be fully executed and approved by an official vote of both boards prior to the transfer of any funds or the commencement of any construction of the new building.
2. That the IECC Board of Trustees agrees to serve as the project manager for the construction of this facility to ensure compliance with Illinois Administrative Code and the guidelines set forth in the ICCB Capital Projects Manual or any other controlling statutes or regulations.
3. That the IECC Board of Trustees agrees to support financially the construction of this facility in the amount of \$1,000,000 or 33% of the project costs – whichever is less.
4. In recognition thereof, the Illinois Eastern Community College District #529 Board of Trustees hereby approves this resolution, affirming support, both financial and esteem, for the construction of the Crawford County Recreation Center for the purposes of providing a location for recreation, education and youth development for the people of Crawford and simultaneously providing the students, staff, and faculty of Lincoln Trail College a facility for recreation, personal development and the pursuit of health and wellness.
5. That any past resolution policy, authority, or any action of the Board of Trustees inconsistent with the Resolution, is hereby amended so as to conform with this resolution.
6. That this resolution is in full force and effect from and after its adoption.

Dated this 18th day of May 2021.

Chairman, Board of Trustees

Secretary, Board of Trustees

Illinois Eastern Community College
District #529

Illinois Eastern Community College District

Agenda Item #9

Bid Committee Report

BID COMMITTEE REPORT

May 18, 2021

Wabash Valley College

1. Pool Infill/Remodeling

Frontier Community College

1. Mason Hall Medical Lab Remodel

TO: Board of Trustees

FROM: Bid Committee

DATE: May 18, 2021

RE: Pool Infill/Remodeling

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

The Bid Committee recommends acceptance of the bid received from Empire Contractors, Inc. for a total of \$239,900.00.

Company	Total Bid
Empire Contractors, Inc. Evansville, Indiana	\$239,900.00
Kieffer Brothers Construction Company Mt. Carmel, Illinois	\$298,500.00

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Wabash Valley College.

Source of Funds: 2020 PHS Bonds.

Rationale for Purchase: The proposal from Empire Contractors, Inc. was the lowest responsible bidder in conformity with the bid specifications.

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

Notice to Bidders

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the **Pool Infill/Remodeling Project** at Wabash Valley College, Mt. Carmel, IL shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 E. Chestnut, Olney, IL 62450, until **2:00 p.m. local time, on Thursday, April 29, 2021**, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of forty-five (45) days from the bid date.

PRE-BID CONFERENCE

A pre-bid conference will be held at 2:00 p.m. local time on Thursday, April 22, 2021, at the Pool Building. While attendance is not mandatory, all bidders are encouraged to attend.

METHOD OF BIDDING

Lump Sum Bids will be received for the following: **CONTRACT #1: Complete Construction.**

PREPARATION OF BIDS

Bids shall be executed in accordance with attached forms and delivered in a sealed opaque envelope showing the bidder's name and address and the name of the project. Faxed/Emailed bids will NOT be accepted.

PERFORMANCE BOND

Contractors receiving award shall be required to furnish an approved Performance Bond, Labor and Material Payment Bond for one hundred (100%) percent of the Contract amount which shall be in full force and effect for twelve (12) months from date of acceptance of the work. Bonds shall be furnished within ten (10) days after written notice to proceed with the work.

CONTRACT DOCUMENTS

Prime Bidders may obtain bidding documents from **ADG/Architecture & Design Group, P.O. Box 335, 512 Market Street, Mt. Carmel, Illinois 62863, 618-263-3254**. Electronic PDF copies of the bidding documents may be transmitted via email at no charge. Up to two hard copy sets may be purchased for \$50.00 per set, per bidder, non-refundable. Sets must be purchased in total; individual drawing sheets or specification sections will not be distributed.

Bidding documents are also available for review at the following locations:

OWNER

Illinois Eastern Community Colleges Dist. 529
233 E. Chestnut
Olney, IL 62450

Wabash Valley College
2200 College Drive
Mount Carmel, IL 62863

SOUTHERN ILLINOIS BUILDERS ASSOCIATION

1519 E. DeYoung Street, Suite B
100
Marion, IL 62959

CONSTRUCT CONNECT

30 Technology Parkway South, Suite
Norcross, GA 30092

BID SECURITY

A certified check or bank draft, payable to Illinois Eastern Community Colleges District 529, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent of the bid shall be submitted with each bid. Should the bidder withdraw his bid within ten (10) days after bid date without written consent of the Owner or fail to execute a satisfactory contract including performance bond within thirty (30) days after the written notice to proceed, the Owner may declare the bid deposit forfeited as liquidated damages.

PREVAILING WAGE RATE

Contractors and subcontractors are notified that they are required to pay no less than the Illinois Department of Labor Prevailing Wage Standards set forth and approved by the Illinois Department of Labor and enclosed in the Project Manual. The Contractor of Award will be required to submit monthly Certified Payroll Reports for the entire project.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

1. GENERAL

1.01 DESCRIPTION

A. Pool Infill/Remodeling Project at

Wabash Valley College

2200 College Drive

Mount Carmel, IL 62863

B. **SCOPE OF WORK:** The scope of this project includes but is not necessarily limited to the partial demolition of the existing concrete swimming pool, in-filling the pool cavity, pouring a new concrete slab floor in the pool area and atop the existing concrete floor as indicated. Two new overhead doors, additional minor demolition and remodeling are included.

C. Contracts shall be let for the following work:

CONTRACT NO. 1. – General Construction

D. EXISTING CONDITIONS:

As Wabash Valley College will remain open for business during this project, it will be the responsibility of the Contractor/s to coordinate the work schedule with the Owner to provide the least amount of interference as possible. The Contractor/s will be ultimately responsible for the protection of the public from injury due to construction and demolition work being performed on the site.

E. Work by Others:

Not anticipated.

F. EXAMINATION OF DRAWINGS, SPECIFICATIONS & PREMISES:

Prior to submitting his Bid, each Bidder will be held to have examined the premises and have fully acquainted himself with the existing conditions under which he will be obliged to operate and conduct the work. He will further be held to have thoroughly examined all drawings and to have read the General Conditions, the Supplemental

Conditions and all of the Specifications which may in any manner affect the work under this contract. Failure to fully acquaint himself with existing conditions or the amount of work involved will NOT be considered subsequently as a basis for extra compensation.

G. Duties:

1. The General Contractor except as specifically noted, shall provide and pay for, as called for in order to perform the work of their Contract:
 - a. Labor, materials and equipment, tools, construction equipment and machines.
 - b. Other facilities and services necessary for proper execution and completion of work.
 - c. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
- H. Permits: As required for the completion of the work shall be secured and paid for by the General Contractor.
- I. Use of Premises: Do not unreasonably encumber site with materials or equipment, or load structure with weight that will endanger the structure. Assume full responsibility for protection and safekeeping of products.
- J. The General Contractor shall protect existing construction from damage or wear from new construction. Any existing construction disturbed by new work shall be repaired or replaced to match the existing conditions.

1.02 COORDINATION

- A. The General Contractor shall schedule, manage and expedite all work under his contract, coordinating his work with all other Sub-Contractors and trades so that no conflicts of timing or location occur.
- B. The General Contractor shall ultimately be responsible for the coordination of the work of all contracts, subcontractors and trades, and coordinating the work schedule with the Owner.
- C. Keep Architect/Engineer informed on the progress of work.
 1. Close or cover no work until duly inspected and approved.
 2. Uncover uninspected work and, after approval, repair and/or replace all work at no cost to the Owner.

3. Notify Architect/Engineer and Owner at least seven (7) days in advance of utility connections, utility shutoff, mechanical equipment and oil line cut overs, street or alley closings to allow ample time to receive Owner's written approval or procedure to be followed.
4. Coordinate these operations with the Owner and complete same in the minimum amount of time.

D. Protection:

1. Do not close or obstruct streets, entrance drives, sidewalks, or other facilities without permission of the Owner and local authorities.

E. Smoking Policy:

1. Smoking and smokeless tobacco are not allowed on the campus.

1.03 JOB SIGN

- A. A job sign is not required for this project. If a job sign is desired by the Contractor, the design, size, verbiage and placement must be approved in writing by the Owner and Architect.

TO: Board of Trustees

FROM: Bid Committee

DATE: May 18, 2021

RE: Mason Hall Medical Lab Remodel

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

The Bid Committee recommends acceptance of the bid received from John Flach Builders for a total of \$105,800.00.

Company	Total Bid
John Flach Builders	\$105,800.00

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Frontier Community College.

Source of Funds: Title III Grant.

Rationale for Purchase: The proposal from John Flach Builders was the lowest responsible bidder in conformity with the bid specifications.

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

Notice to Bidders

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the **Frontier Community College Mason Hall Medical Lab Remodel** shall be received at **ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT 529, 233 EAST CHESTNUT, OLNEY, IL 62450** until **10:00 a.m. local time, on Thursday, May 13, 2021**, and then publicly opened. The I.E.C.C. Board of Trustees reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to their interests, and to hold the bids for a period of seven (7) days from the bid date.

PRE-BID CONFERENCE

A pre-bid conference for Prime Bidders will be held at **2:00 p.m. local time on Monday, May 3, 2021**, beginning at the Frontier Community College Mason Hall Conference Room, 2 Frontier Drive, Fairfield, IL 62837. A tour of all facilities will follow.

METHOD OF BIDDING

Lump Sum Bids will be received for the following: **CONTRACT NO. 1: Complete Construction.**

PREPARATION OF BIDS

Bids shall be submitted on the Bid Proposal Form provided in the Bidding Documents, executed in accordance with attached forms, and delivered in a sealed opaque envelope showing the bidder's name and address and the name of the project. Faxed or electronically submitted Bids will NOT be accepted.

PERFORMANCE BOND

Contractors receiving award shall be required to furnish an approved Performance Bond, Labor and Material Payment Bond for one hundred percent (100%) of the Contract amount which shall be in full force and effect for twelve (12) months from date of acceptance of the work. Bonds shall be furnished within ten (10) days after written notice to proceed with the work.

CONTRACT DOCUMENTS

Prime Bidders may obtain bidding documents from **ADG/Architecture & Design Group, P.O. Box 335, 512 Market Street, Mt. Carmel, Illinois 62863, 618-263-3254**. Electronic PDF copies of the bidding documents may be transmitted via email or a file sharing platform at no charge. Up to two hard copy sets may be purchased for \$50.00 per set, per bidder, non-refundable. Sets must be purchased in total; individual drawing sheets or specification sections will not be distributed.

Bidding documents are also available for review at the following locations:

IECC DISTRICT OFFICE

Illinois Eastern Community Colleges
District 529
233 East Chestnut
Olney, IL 62450

CONSTRUCT CONNECT

30 Technology Parkway South, Suite 100
Norcross, GA 30092

SOUTHERN ILLINOIS BUILDERS ASSOC

1519 E. DeYoung Street, Suite B
Marion, IL 62959

SOUTHERN ILLINOIS BUILDERS ASSOC

1468 Green Mount Road
O'Fallon, IL 62269

FUNDING

The project is funded, in part, by the U.S. Department of Education through a Title III grant awarded to Frontier Community College.

BID SECURITY

A certified check or bank draft, payable to Illinois Eastern Community Colleges District 529, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the bid shall be submitted with each bid. Should the bidder withdraw his bid within fourteen (14) days after bid date without written consent of the Owner or fail to execute a satisfactory contract including performance bond within ten (10) days after the written notice to proceed, the Owner may declare the bid deposit forfeited as liquidated damages.

PREVAILING WAGE RATES

Contractors and subcontractors are notified that they are required to pay no less than the Illinois Department of Labor Prevailing Wage Standards set forth and approved by the Illinois Department of Labor and enclosed in the Project Manual. The Contractor of Award will be required to submit monthly Certified Payroll Reports for the entire project.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SUSPENSION AND DEBARMENT

Illinois Eastern Community Colleges is a non-federal entity subject to 2 CFR 200.213. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

EQUAL OPPORTUNITY EMPLOYER

Illinois Eastern Community Colleges District 529 is an Equal Opportunity Employer.

1. GENERAL

1.01 DESCRIPTION

A. Frontier Community College

Mason Hall Medical Lab Remodel

2 Frontier Drive

Fairfield, IL 62837-3687

for

Illinois Eastern Community Colleges

District 529

233 East Chestnut

Olney, IL 62450

B. Scope of Work: The scope of this project includes, but is not necessarily limited to, the remodeling of an existing 865 square foot Lab Classroom into a Medical Lab and Classroom space, and the remodeling of an 868 square foot classroom space. Work includes demolition of concrete slab on grade for new plumbing and concealed electrical and natural gas piping work, new concrete infill, new flooring preparation, resilient flooring and base, new casework and bench tops, new plumbing fixtures and associated piping, new lab station gas piping and turrets, new light fixtures, and new electrical circuits, associated conduit, and wiring.

C. Contracts shall be let for the following work:

CONTRACT NO. 1. – General Construction

D. Existing Conditions: As the facilities will remain open for services and regular activities during this project, it will be the responsibility of the Contractor(s) to coordinate the work schedule with the Owner to provide the least amount of interference as possible. The Contractor(s) will be ultimately responsible for the protection of the public from injury due to construction and demolition work being performed on the site.

- E. Work by Others: No other construction projects are anticipated during this project. The Owner will provide a limited amount of demolition and new work including, but not limited to, concrete saw-cutting and removal, finish flooring removal, finish flooring replacement, and data cabling and terminations.
- F. Examination of Drawings, Specifications, and Premises: Prior to submitting his Bid, each Bidder will be held to have examined the premises and have fully acquainted himself with the existing conditions under which he will be obliged to operate and conduct the work. He will further be held to have thoroughly examined all drawings and to have read the General Conditions, the Supplemental Conditions and all of the Specifications which may in any manner affect the work under this contract. Failure to fully acquaint himself with existing conditions or the amount of work involved will NOT be considered subsequently as a basis for extra compensation.
- G. Duties:
1. The General Contractor, except as specifically noted, shall provide and pay for, as called for in order to perform the work of their Contract:
 - a. Labor, materials and equipment, tools, construction equipment and machines.
 - b. Other facilities and services necessary for proper execution and completion of work.
 - c. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
- H. Permits: As required for the completion of the work of specific Contracts, secured and paid for by the Contractor.
- I. Use of Premises: Do not unreasonably encumber site with materials or equipment, or load structure with weight that will endanger the structure. Assume full responsibility for protection and safekeeping of products.
- J. Protection: The General Contractor shall protect existing construction from damage or wear from new construction. Any existing construction disturbed by new work shall be repaired or replaced to match the existing conditions.
- K. Construction Period: Construction may commence upon execution of the Owner/Contractor Agreement. The project shall be Substantially Complete by August 1, 2021.

1.02 COORDINATION

- A. The General Contractor shall schedule, manage, and expedite all work under his contract, coordinating his work with all Sub-Contractors, trades, and Owner-provided work so that no conflicts of timing or location occur.
- B. Progress:
1. Keep Architect/Engineer informed on the progress of work.
 2. Close or cover no work until duly inspected and approved.
 3. Uncover uninspected work and, after approval, repair and/or replace all work at no cost to the Owner.
 4. Notify Architect/Engineer and Owner at least seven (7) days in advance of utility connections, utility shutoff, mechanical equipment and oil line cut overs, street or alley closings to allow ample time to receive Owner's written approval or procedure to be followed.
 5. Coordinate these operations with the Owner and complete same in the minimum amount of time.
- C. Protection:
1. Do not close or obstruct streets, entrance drives, sidewalks, or other facilities without permission of the Owner and local authorities.
 2. Furnish, erect, and maintain barricades, warning light, signs, and guards as may be required.
- D. Personal Conduct Policy:
1. The use of tobacco, electronic vaping products, and cannabis is prohibited on site. Tobacco shall mean cigarette, cigar, pipe or tobacco in any other form including smokeless tobacco and smokeless tobacco pouches.
 2. All members of work crews must remain fully clothed and refrain from using obscene or profane language.

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
April 30, 2021**

FUND	BALANCE
Educational	\$ 10,930,629.19
Operations & Maintenance	1,790,887.64
Operations & Maintenance (Restricted)	3,117,916.86
Bond & Interest	438,875.63
Auxiliary	1,035,921.11
Restricted Purposes	(920,684.44)
Working Cash	1,035,080.15
Trust & Agency	515,134.99
Audit	(2,999.99)
Liability, Protection & Settlement	811,758.90
TOTAL ALL FUNDS	\$ 18,752,520.04

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
April 30, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 10,945,929	\$ 1,790,888	\$ 3,117,917	\$ 438,876	\$ 1,056,421	\$ (920,684)
Investments	-	1,502,275	-	-	5,332,615	-
Accounts Receivable	1,530,847	222,348	-	-	268,794	-
Other Receivables	730,199	-	-	-	-	176,998
Restricted Cash	-	-	3,782,771	-	-	-
Inventory	-	-	-	-	587,885	-
Other Assets	-	-	-	-	-	474,150
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 13,206,975	\$ 3,515,511	\$ 6,900,688	\$ 438,876	\$ 7,245,715	\$ (269,536)
LIABILITIES						
Accounts Payable	\$ 7,587	\$ -	\$ -	\$ -	\$ (23,187)	\$ 1,149
Accrued Payroll Liabilities	9,920	-	-	-	-	-
Other Accrued Liabilities	2,487,057	192,960	40,332	-	65,844	66
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	2,504,564	192,960	40,332	-	42,657	1,215
FUND BALANCES						
Non-Spendable	-	-	-	-	587,885	-
Restricted	-	3,322,551	6,860,356	438,876	-	(270,751)
Unassigned	10,702,411	-	-	-	6,615,173	-
Total Fund Balances	10,702,411	3,322,551	6,860,356	438,876	7,203,058	(270,751)
Total Liabilities and Fund Balances	\$ 13,206,975	\$ 3,515,511	\$ 6,900,688	\$ 438,876	\$ 7,245,715	\$ (269,536)

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
April 30, 2021

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 1,035,080	\$ 515,135	\$ (3,000)	\$ 811,759	\$ 18,788,321
Investments	5,405,375	-	-	-	12,240,265
Accounts Receivable	-	-	-	-	2,021,989
Other Receivables	-	17,388	-	-	924,585
Restricted Cash	-	-	-	-	3,782,771
Inventory	-	-	-	-	587,885
Other Assets	-	-	-	-	474,150
Due From Other Funds	-	-	-	-	-
Total Assets	\$ 6,440,455	\$ 532,523	\$ (3,000)	\$ 811,759	\$ 38,819,966
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ (14,451)
Accrued Payroll Liabilities	-	-	-	-	9,920
Other Accrued Liabilities	-	-	-	-	2,786,259
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	-	-	-	2,781,728
FUND BALANCES					
Non-Spendable	6,413,656				7,001,541
Restricted	26,799		-	811,759	11,189,590
Unassigned	-	532,523	(3,000)	-	17,847,107
Total Fund Balances	6,440,455	532,523	(3,000)	811,759	36,038,238
Total Liabilities and Fund Balances	\$ 6,440,455	\$ 532,523	\$ (3,000)	\$ 811,759	\$ 38,819,966

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended April 30, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES						
Property Taxes	\$ 2,959,939	\$ 1,242,490	\$ -	\$ 2,182,057	\$ -	\$ -
Replacement Taxes	558,118	-	-	-	-	-
ICCB Grants	11,061,117	-	-	-	-	277,616
Federal Grants	-	-	-	-	-	9,739,178
Tuition & Fees	10,302,032	1,032,642	-	-	303,106	-
Charges for Services	-	-	-	-	1,853,491	-
Interest	86,134	25,107	47,724	6,654	36,010	(6,300)
Other Revenues	5,014,521	280,706	24,690	-	145,758	50,642
Total Revenues	29,981,861	2,580,945	72,414	2,188,711	2,338,365	10,061,136
EXPENDITURES						
Payroll	11,551,844	718,174	-	-	1,255,767	1,521,508
Benefits	1,758,635	184,080	-	-	161,936	365,032
Contractual Services	877,722	286,628	45,949	-	245,729	382,982
Supplies	843,028	200,019	1,205	-	1,589,777	1,025,182
Travel	73,677	275	-	-	146,591	67,609
Fixed	2,637,592	14,018	-	2,174,050	146,364	66,040
Utilities	43,552	840,462	-	-	390	-
Capital Outlay	155,047	548,749	274,007	-	36,756	314,531
Other	140,661	70	-	-	143,843	1,502,636
Scholarships, Student Grants, & Waivers	4,820,895	-	-	-	408,703	5,647,620
Total Expenditures	22,902,653	2,792,475	321,161	2,174,050	4,135,856	10,893,140
Excess (Deficiency) of Revenues Over (Under) Expenditures	7,079,208	(211,530)	(248,747)	14,661	(1,797,491)	(832,004)
TRANSFERS						
Net Transfers	(5,351,849)	584,151	3,559,100	-	1,208,598	-
Total Transfers	(5,351,849)	584,151	3,559,100	-	1,208,598	-
Net Change in Fund Balance	1,727,359	372,621	3,310,353	14,661	(588,893)	(832,004)
Fund Balance - Beginning	8,975,052	2,949,930	3,550,003	424,215	7,791,951	561,253
Fund Balance - Ending	\$ 10,702,411	\$ 3,322,551	\$ 6,860,356	\$ 438,876	\$ 7,203,058	\$ (270,751)

Illinois Eastern Community Colleges						
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)						
For the Period Ended April 30, 2021						
		Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
REVENUES						
Property Taxes	\$	-	\$	82,448	\$	7,255,923
Replacement Taxes		-	-	-	-	558,118
ICCB Grants		-	-	-	-	11,338,733
Federal Grants		-	-	-	-	9,739,178
Tuition & Fees		-	-	-	-	11,637,780
Charges for Services		-	26,850	-	-	1,880,341
Interest		26,799	4,794	53	6,711	233,686
Other Revenues		-	719,741	-	-	6,236,058
Total Revenues		<u>26,799</u>	<u>751,385</u>	<u>82,501</u>	<u>795,700</u>	<u>48,879,817</u>
EXPENDITURES						
Payroll		-	-	-	-	15,047,293
Benefits		-	-	-	60,510	2,530,193
Contractual Services		-	16,737	76,125	302,832	2,234,704
Supplies		-	92,946	-	-	3,752,157
Travel		-	1,415	-	-	289,567
Fixed		-	5,735	-	238,158	5,281,957
Utilities		-	-	-	-	884,404
Capital Outlay		-	84,848	-	-	1,413,938
Other		-	-	-	-	1,787,210
Scholarships, Student Grants, & Waivers		-	358,062	-	-	11,235,280
Total Expenditures		<u>-</u>	<u>559,743</u>	<u>76,125</u>	<u>601,500</u>	<u>44,456,703</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures		<u>26,799</u>	<u>191,642</u>	<u>6,376</u>	<u>194,200</u>	<u>4,423,114</u>
TRANSFERS						
Net Transfers		-	-	-	-	-
Total Transfers		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance		<u>26,799</u>	<u>191,642</u>	<u>6,376</u>	<u>194,200</u>	<u>4,423,114</u>
Fund Balance - Beginning		6,413,656	340,881	(9,376)	617,559	31,615,124
Fund Balance - Ending	\$	<u>6,440,455</u>	<u>\$ 532,523</u>	<u>\$ (3,000)</u>	<u>\$ 811,759</u>	<u>\$ 36,038,238</u>

ILLINOIS EASTERN COMMUNITY COLLEGES			
Comparative Combined Balance Sheets - All Funds			
April 30, 2021			
ALL FUNDS			
		Fiscal	Fiscal
		Year	Year
		2021	2020
ASSETS:			
CASH		\$ 18,752,520	\$ 16,848,736
IMPREST FUND		21,300	21,300
CHECK CLEARING		14,500	14,500
CDB PROJECT TRUST		3,782,770	152,659
INVESTMENTS		12,240,264	13,825,000
RECEIVABLES		2,946,574	2,945,560
INVENTORY		587,885	431,572
OTHER ASSETS		474,150	463,650
FIXED ASSETS (Net of Depr)		17,329,993	15,944,913
TOTAL ASSETS AND OTHER DEBITS:		\$ 56,149,956	\$ 50,647,890
LIABILITIES:			
PAYROLL DEDUCTIONS PAYABLE		\$ 9,920	\$ -
ACCOUNTS PAYABLE		96,556	(242,703)
ACCRUED EXPENSES		390,366	197,178
DEFERRED REVENUE		2,284,886	1,516,022
L-T DEBT GROUP (FUND 9)		7,742,985	3,647,603
OPEB (Prior Year Restated for GASB 75 Implementation)		15,855,669	15,780,483
TOTAL LIABILITIES:		26,380,382	20,898,583
FUND BALANCES:			
FUND BALANCE		30,281,036	28,534,496
INVESTMENT IN PLANT (Net of Depr)		17,329,993	15,944,913
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(23,598,654)	(19,428,086)
RESERVE FOR ENCUMBRANCES		5,757,199	4,697,984
TOTAL EQUITY AND OTHER CREDITS		29,769,574	29,749,307
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS		\$ 56,149,956	\$ 50,647,890

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2019-2021**

College	Category	FISCAL YEAR 2019			FISCAL YEAR 2020			FISCAL YEAR 2021			% of Year
		Budget	Spent Thru April	% of Budget	Budget	Spent Thru April	% of Budget	Budget	Spent Thru April	% of Budget	
Frontier	Bills		\$ 589,566			\$ 653,474			\$ 567,170		
	Payroll		1,795,238			1,721,724			1,626,183		
	Waivers		882,160			689,717			662,175		
	Totals	\$ 4,550,604	3,266,964	72%	\$ 4,370,599	3,064,915	70%	\$ 3,899,789	2,855,528	73%	83%
Lincoln Trail	Bills		1,023,044			915,600			\$ 1,375,218		
	Payroll		1,929,497			1,838,778			2,009,212		
	Waivers		768,270			851,930			928,733		
	Totals	\$ 4,788,234	3,720,811	78%	\$ 5,365,117	3,606,308	67%	\$ 4,943,901	4,313,163	87%	83%
Olney Central	Bills		1,318,730			1,303,317			\$ 1,123,241		
	Payroll		3,828,182			3,647,488			3,834,445		
	Waivers		662,681			807,704			718,391		
	Totals	\$ 7,449,755	5,809,593	78%	\$ 7,669,580	5,758,509	75%	\$ 7,047,772	5,676,077	81%	83%
Wabash Valley	Bills		1,115,762			1,167,151			\$ 985,239		
	Payroll		2,556,880			2,436,613			2,616,144		
	Waivers		1,358,908			1,513,056			1,175,883		
	Totals	\$ 6,236,897	5,031,550	81%	\$ 6,449,215	5,116,820	79%	\$ 5,988,433	4,777,266	80%	83%
Workforce Educ.	Bills		232,512			203,280			\$ 151,892		
	Payroll		980,736			862,989			669,622		
	Waivers		2,714,252			2,238,869			1,197,499		
	Totals	\$ 4,258,339	3,927,500	92%	\$ 4,396,670	3,305,138	75%	\$ 3,349,386	2,019,013	60%	83%
District Office	Bills		268,374			256,281			\$ 232,576		
	Payroll		917,351			874,944			847,087		
	Waivers		-			-			-		
	Totals	\$ 1,519,023	1,185,725	78%	\$ 1,551,484	1,131,225	73%	\$ 1,410,117	1,079,663	77%	83%
District Wide	Bills		1,500,961			1,789,373			\$ 1,645,437		
	Payroll		703,568			727,670			667,096		
	Waivers		147,019			202,847			138,214		
	Totals	\$ 2,883,536	2,351,548	82%	\$ 3,107,121	2,719,890	88%	\$ 3,576,315	2,450,747	69%	83%
GRAND TOTALS		\$31,686,388	\$25,293,691	80%	\$ 32,909,786	\$ 24,702,805	75%	\$30,215,713	\$ 23,171,457	77%	83%

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

April 30, 2021

	FY 2021		FY 2020		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	12,269,789	52.95%	\$ 12,110,206	49.02%	\$ 159,583	1.318%
Employee Benefits	1,939,454	8.37%	2,133,919	8.64%	(194,465)	-9.113%
Contractual Services	1,164,350	5.02%	1,207,994	4.89%	(43,644)	-3.613%
Materials	1,043,065	4.50%	1,236,763	5.01%	(193,698)	-15.662%
Travel & Staff Development	73,545	0.32%	144,983	0.59%	(71,438)	-49.273%
Fixed Charges	131,818	0.57%	80,516	0.33%	51,302	63.717%
Utilities	884,014	3.82%	928,820	3.76%	(44,806)	-4.824%
Capital Outlay	703,797	3.04%	454,697	1.84%	249,100	54.784%
Other	4,961,625	21.41%	6,404,907	25.93%	(1,443,282)	-22.534%
	<u>\$ 23,171,457</u>	<u>100.00%</u>	<u>\$ 24,702,805</u>	<u>100.00%</u>	<u>\$ (1,531,348)</u>	<u>-6.199%</u>

Agenda Item #11

Chancellor'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: Ryan Gower

DATE: May 14, 2021

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the May Personnel Report. Additional information for items 400.1, 400.2, 400.9, and 400.10 have been sent under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Notice of Reassignment**
- 400.4. Special Assignments**
- 400.5. Approval of Proposed Non-College Employment**
- 400.6. Academic Rank Change from Instructor to Assistant Professor**
- 400.7. Classified Staff Entry Level Wage Increase**
- 400.8. Classified Staff Wage Adjustments**
- 400.9. Resignation Ratifications**
- 400.10. Retirement Ratification**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional Non-Faculty, Exempt

1. Willard Cotten, Head Men's Basketball Coach, Lincoln Trail College, effective May 19, 2021.
2. Zach Loll, Head Women's Basketball Coach, Lincoln Trail College, effective May 19, 2021.

B. Classified

1. Kendra Barnard, Student Services Specialist, FCC, effective May 24, 2021.

400.2. Change in Status

A. Professional, Non-Faculty, Exempt

1. Jamie Carman, from Retention Coordinator, LTC, to Director of Advising & Retention, LTC, effective May 19, 2021.

B. Professional, Non-Faculty, Non-Exempt

1. Cameron Percy, from Technology Systems Specialist, DO, to Systems Administrator, DO, effective May 19, 2021.
2. Loren Wingert, from Information Systems Technician, DO, to Systems Administrator, DO, effective May 19, 2021.

400.3. Notice of Reassignment

A. Faculty

1. Amie Mayhall, Associate Professor Medical Office Assistant, OCC, to Associate Professor Business Administration, LTC, effective August 10, 2021.

400.4. Special Assignments

A. Classified

1. Julie Bullard, Allied Health, OCC, \$500, Summer 2021.
2. Linda Horn, Allied Health, OCC, \$1,000, Summer 2021.

400.5. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Kinsey Whitaker	Good Samaritan Hospital Vincennes, IN	25
Angelia Williams	Good Samaritan Hospital Vincennes, IN	25
Megan Bunnage	St. Vincent Hospital Evansville, IN	48

400.5. Academic Rank Change from Instructor to Assistant Professor

A. Faculty

1. Rebecca Carmack

400.6. Classified Staff Entry Level Wage Increase

400.7. Classified Staff Wage Adjustments

400.8. Resignation Ratifications

A. Professional Non-Faculty, Exempt

1. Marbie Downen, Health Sciences Specialist, Title III (GR), FCC, effective April 22, 2021.
2. Andrea Pampe, Director of Instructional Services, OCC, effective May 21, 2021.
3. Paul Zeilstra, Information Systems Technology Specialist, Title III, OCC, effective May 15, 2021.

400.9. Retirement Ratification

A. Faculty

1. David Wilderman, Associate Professor, WVC, effective August 1, 2021.

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

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

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	_____							
Temp Building Replacement - LTC	CDB	\$1,495,500	_____							
Center for Technology - LTC	CDB	\$11,160,000	_____							
Applied Arts Building Roof - WVC	CDB	\$295,000	_____							
Applied Technology Center - OCC	CDB	\$3,076,400	_____							
Power Hub - WVC	CDB	\$300,000	_____							
LTC - Natatorium HVAC	PHS	\$276,305	_____	_____	_____	_____	_____	_____	_____	_____
LTC - Performing Arts Building	Local	\$853,800	_____	_____	_____	_____	_____	_____	_____	_____
WVC - Solar Project	Local/IGEN	\$109,824	_____	_____	_____	_____	_____	_____	_____	_____
DW - HVAC Replacements	PHS	\$1,786,230	_____							
GRAND TOTAL		\$23,382,459	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted