

**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**

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

Meeting ID: 931 3696 2832

Dial in number: 312 626 6799

1. Call to Order & Roll Call .....Chairman Carter
2. Disposition of Minutes ..... Chancellor Gower
3. Recognition of Visitors and Guests .....Gower
  - 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 Reading .....Gower
  - A. None
8. Staff Recommendations for Approval
  - A. Affiliation Agreements .....Gower  
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 Fees .....Gower
  - D. Contract Extension with Ellucian .....Gower
  - E. Tax Abatement for Enterprise Zone/ City of Robinson.....Gower
  - F. Public Health & Safety (PHS) Project Proposal ..... Hawkins
  - G. Contractual Agreement for Instructional Design Support .....Gower
  - H. Resolution of Support for Development of Recreation Facility/ LTC .....Gower
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 Minutes .....Gower
  13. Approval of Personnel Report .....Gower
  14. Collective Bargaining .....Gower
  15. Litigation .....Gower
  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 person and by telecommunication means (Zoom) from Bob Boyles Foundation Hall at Frontier Community College, Fairfield, Illinois, Tuesday, May 18, 2021.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Trustees absent: None. Student Trustee Sania Borom was present. 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, or participating by Zoom at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Roger Eddy, Interim President of Lincoln Trail College. (by Zoom)

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Rodney Ranes, President of Olney Central College.

Ryan Hawkins, Chief Financial Officer.

Alex Cline, Director of Information & Communications Technology.

Andrea McDowell, Director of Human Resources.

Mike Thomas, Dean, Workforce Education. (by Zoom)

Renee Smith, Board Secretary.

**AGENDA #2 – “Disposition of Minutes”** –

**Regular Meeting Held April 20, 2021:** Open meeting minutes as prepared for the regular meeting held April 21, 2021 were presented for disposition.

**Board Action to Approve Minutes:** Trustee Al Henager made a motion to approve minutes of the regular meeting held on April 20, 2021 as prepared. Trustee Barbara Shimer seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

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

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

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

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

**AGENDA #5 – “Reports” –**

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

**#5-B. Report from Presidents:** Reports were presented from the Presidents.

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

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

**#6-A. Board Policy on Giving 100.38:** The Board reviewed the proposed policy and it will be presented for second reading at the June 15<sup>th</sup> Board of Trustees meeting.

**#6-B. Appropriate Use of Information Technology Resources 200.2:** Revisions to the policy were presented. The Chancellor recommended second reading be waived and approval of the Policy 200.2 Appropriate Use of Information Technology Resources.

ADMINISTRATION - 200

**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](http://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: \_\_\_\_\_

**Board Action:** Trustee John Brooks made a motion to waive second reading and approve the foregoing policy 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

**AGENDA #8 – “Staff Recommendations for Approval”** –

**#8-A. Affiliation Agreements:** Chancellor Gower recommended approval of the following affiliation agreements. The agreements were sent to Trustees by email prior to the meeting.

- 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
- REX Rehab – Clinical Programs

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreements 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.

**#8-B. Athletic Training Agreement LTC:** The Chancellor recommended approval of the Athletic Training Services Agreement with Crawford Memorial Hospital for Lincoln Trail College. The agreement is for a one year term at a cost of \$7, 250.00. The agreement is listed in full in the Board agenda.

**Board Action:** Trustee Brenda Culver made a motion to approve the Athletic Services Agreement for Lincoln Trail College with Crawford Memorial Hospital as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, 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.

**#8-C. Medical Lab Technician Program Course Fees:** Chancellor Gower recommended approval of the following Medical Lab Technician Course Fees:

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

**Board Action:** Trustee Al Henager made a motion to approve the foregoing course fees for the Medical Lab Technician Program, effective Fall Semester 2021. 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-D. Contract Extension with Ellucian:** Ellucian is the District’s current software supplier and provides software for financial, personnel, and student records functions. The Chancellor recommended approval of the following contract:



### **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”).

<b>SUBSCRIPTION SOFTWARE TABLE <sup>1,2,3</sup></b>	
<b>Description</b>	<b>Fee</b>
<b>Banner Student</b> (includes Student Self-Service and Faculty and Advisor Self-)	Included
<b>Ellucian Degree Works</b>	Included
<b>Ellucian Degree Works Transfer Equivalency</b>	Included
<b>Banner Financial Aid</b> (includes Financial Aid Self-Service and CSS Profile)	Included
<b>Banner Finance</b> (includes Finance Self-Service)	Included
<b>Banner Human Resources</b> (includes Employee Self-Service)	Included

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

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

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.

<b>PROFESSIONAL SERVICES TABLE</b>			
<b>Description <sup>6</sup></b>	<b>Hours</b>	<b>Rate <sup>7</sup></b>	<b>Fee</b>
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	8	WAIVE	WAIVED <sup>12</sup>
Ethos Integration Essentials (SaaS or Managed	18	\$187	\$3,366
ILP Project Management Implementation	4	WAIVE	WAIVED <sup>12</sup>
Banner Project Management Services	273	\$187	\$51,051
Ellucian CRM Recruit Community Edition	Fixed	Fixed	See Note <sup>10</sup>
Ellucian Chat for CRM Recruit Implementation	Fixed	Fixed	\$1,000
<b>TOTAL PROFESSIONAL SERVICES FEES:</b>			<b>\$255,160</b>

**Notes to Tables:**

- <sup>1</sup> For a description of the product details and the terms of service, see [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).
- <sup>2</sup> 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.
- <sup>3</sup> Subscription Software includes Software Support Services at the Advantage Plus Maintenance Level without additional charge.
- <sup>4</sup> 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
- <sup>5</sup> 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.
- <sup>6</sup> 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>
- <sup>7</sup> 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.
- <sup>8</sup> Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- <sup>9</sup> 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**  
**By:** \_\_\_\_\_  
*Authorized Signature*  
**Name:** \_\_\_\_\_  
*Printed*  
**Title:** \_\_\_\_\_

**Client**  
**By:** \_\_\_\_\_  
*Authorized Signature*  
**Name:** \_\_\_\_\_  
*Printed*  
**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: <sup>1</sup>**

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

**Notes to Terminated Perpetual Software Table:**

<sup>1</sup> 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)** <sup>1,2</sup>

<b>Description</b>	<b>Maintenance Level</b>	<b>Base Year Fee</b> (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
<b>TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:</b>		<b>\$42,669</b>

**TABLE B- CONTINUING PERPETUAL SOFTWARE TABLE: (Paid in Arrears)** <sup>1,2</sup>

<b>Description</b>	<b>Maintenance Level</b>	<b>Base Year Fee</b> (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
<b>TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:</b>		<b>\$36,762</b>

**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%).

<sup>3</sup> For a description of the product details and the terms of service, see [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).

<sup>4</sup> Conditioned 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.

**Board Action:** Trustee Brady Waldrop made a motion to approve the contract extension with Ellucian. 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.

**#8-E. Tax Abatement for Enterprise Zone – City of Robinson:** Chancellor Gower recommended approval of the following Tax Abatement Extension as requested by the City of Robinson.

#### 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.

**Board Action:** Trustee Brenda Culver made a motion to approve the foregoing Tax Abatement Extension for the City of Robinson Enterprise Zone 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. Student advisory vote: Yes. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. Public Health & Safety Project Proposal:** Ryan Hawkins presented an expenditure from the Series 2020 General Obligation Community College Bonds for the PHS proposal for the WVC Pool infill project in the amount of \$285,500 and the Chancellor recommended approval.

**Board Action:** Trustee Al Henager made a motion to approve the PHS Project Proposal. 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. Contractual Agreement for Instructional Design Support:** The Chancellor recommended approval of the contract with Symbiosis for services related to the quality of the District's online and hybrid course delivery.

**Board Action:** Student Trustee Sania Borom made a motion to approve the Contract with Symbiosis Educational Consultants 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-H. Resolution of Support for Development of Recreation Facility – LTC:** The Chancellor recommended approval of the following resolution of general and financial support for the construction of a recreation center located on District property located 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 18<sup>th</sup> day of May 2021.

**Board Action:** Trustee Brady Waldrop made a motion to approve the resolution indicating general support and utilization of District funds for financial support for the development of a recreational facility located at LTC 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.



**AGENDA #9 – “Bid Committee Report”** – The Bid Committee presented the following recommendations, followed by Board action as indicated

**#9-A. Wabash Valley College Pool Infill and 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.

<b>Company</b>	<b>Total Bid</b>
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.

**Board Action:** Trustee Jan Ridgely made a motion to approve the recommendation of the Bid Committee for WVC Pool Infilling and Remodeling project 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-B. Frontier Community College Mason Hall Medical Lab Remodeling:**

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.

**Board Action:** Trustee Barbara Shimer made a motion to approve the recommendation of the Bid Committee for the FCC Mason Hall Medical Lab Remodeling Project as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, 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 – “District Finance”** – The following District financial matters were presented.

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of April 31, 2021.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for May 2021, totaling \$781,082.56, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Jan Ridgely made a motion to approve payment of district financial obligations for May 2021, in the amounts listed. 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Executive Session”** – The Board of Trustees did not hold an executive session at this meeting.

**AGENDA #12 – “Approval of Executive Session Minutes”** .

**#12-A – “Written Executive Session Minutes”** – There was no executive session held during the April 18, 2021 meeting.

**#12-B - “Audio Executive Session Minutes”** - There was no executive session held during the April 18, 2021 meeting.

**AGENDA #13 – “Approval of Personnel Report”** – Human Resources Director Andrea McDowell presented the following Personnel Report and recommended approval.

#### **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.

### **ADDENDUM**

#### **400.11. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty**

##### **1. Symbiosis collaboration for online course development**

#### **MEMORANDUM OF AGREEMENT**

This is a Memorandum of Agreement between the Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (“Board”) and the Illinois Eastern Colleges Education Association, IEA-NEA (“Association”). The Board and the Association hereby agree as follows:

1. In recognition of the mutual interests of both parties in supporting the exploration of pedagogically strong and student focused online education opportunities, the parties are committed to a consultative and collaborative approach to online course development with Symbiosis, an online instructional consulting firm.
2. Faculty who are asked and who elect to participate will be responsible for cooperating with Symbiosis in the enhancement or creation of an online course that falls in compliance with branding, pedagogical, and course design/quality standards.
3. In order for Symbiosis to perform their services, faculty agree to provide reasonable and timely access to course materials including access to the LMS, provision of the course content (syllabus, course documents, video scripts, textbooks, exams, etc.) as well as their subject matter expertise throughout the collaboration. Faculty will

review and approve work within the agreed upon timeline between Symbiosis and the faculty member.

4. Participating faculty will be compensated \$850.00 per credit hour after the successful collaboration and completion of a course with Symbiosis which has been approved by the designated IECC representative.
5. This Agreement is non-precedential in all aspects. The Board and Association agree that this Memorandum of Agreement is effective June 1, 2021 and shall expire on June 30, 2022 and cannot be cited by faculty members in the future.

IN WITNESS WHEREOF, the parties have hereunto set their hands as the dates indicated below.

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

ILLINOIS EASTERN COLLEGES  
EDUCATION ASSOCIATION, IEA-NEA

**#13-A. Board Action to Amend Personnel Report:** Trustee Al Henager made a motion to approve the addendum to the Personnel Report. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

**#13-B. Board Action to Approve Amended Personnel Report:** Trustee Barbara Shimer made a motion to approve the amended Personnel Report 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. 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 #14 – “Collective Bargaining”** – None.

**AGENDA #15 – “Litigation”** – None.

**AGENDA #16 – “Other Items”** – None.

**AGENDA #17 – “Adjournment”** – Trustee Al Henager made a motion to adjourn. Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:55 p.m.