

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

February 16, 2021



Location:

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

<https://zoom.us/j/97920901159>

Meeting ID: 979 2090 1159
312 626 6799

**Dinner – 6:15 p.m. – Lincoln Room
Meeting – 7:00 p.m. – Statesmen Grill (Cafeteria)**

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

**Illinois Eastern Community Colleges
Board Agenda**

February 16, 2021

7:00 p.m.

**Lincoln Trail College
Statesmen Grill (Cafeteria)**

<https://zoom.us/j/97920901159>

Meeting ID: 979 2090 1159
312 626 6799

1. Call to Order & Roll CallChairman Fischer
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 500.35 Grades and Grading
 - B. Policy 500.16 Grade Forgiveness (Withdraw)
 - C. Policy 500.17 Campus Safety and Security (Revised)
 - D. Policy 500.27 Substance Abuse Testing for Athletes (Revised)
 - E. Policy 100.16 Address a Complaint (Revised)
 - F. Policy 100.24 Emergency Response Plan (Revised)
 - G. Policy 100.31 Preventing Sexual Misconduct (Revised)
 - H. Policy 400.22 Salary Basis Policy (Revised)
7. Policy Second Reading.....Gower
 - A. None

8. Staff Recommendations for Approval
 - A. Carle Foundation Affiliation Agreement.....Gower
 - B. Procedure 100.31 Preventing Sexual Misconduct (Revised).....Gower
 - C. 403(b) Annual Report Hawkins
 - D. Exception to Bidding Procedures Under ILCS 805/3-27.1 Hawkins
 - E. Intent to Renew Contracts for Chancellor & PresidentsGower

9. Bid Committee Report.....Gower
 - A. None

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
 - A. MOA with IECEA Faculty Union/ Professional Development

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 Foundation Hall, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, Tuesday, January 19, 2021.

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

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

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

Note: Trustees John Brooks, Gary Carter, Jan Ridgely, Barbara Shimer, and Student Trustee Sutton Dunn joined the entire meeting by electronic means – Zoom.

(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. (via Zoom)

Matt Fowler, President of Wabash Valley College.

Ryan Hawkins, Chief Financial Officer/Treasurer. (via Zoom)

Alex Cline, Director of Information & Communications Technology.

Andrea McDowell, Director of Human Resources. (via Zoom)

Michael Thomas, Dean of Workforce Education. (via Zoom)

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held December 8, 2020, were presented for disposition.

Board Action to Approve Minutes: Trustee Brenda Culver made a motion to approve minutes of the foregoing meeting as prepared. Trustee Gary Carter 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 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 Chancellor: The electronic report was reviewed.

#5-C. Report from Presidents: Electronic and written reports were presented for each of the colleges.

#5-D. Report from Cabinet: None.

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

#6-A. Human Resources Policy 400.4 Leave and Benefit: Administrative, Professional/Non-Faculty, Secretarial/Clerical, Technical, Custodial/Maintenance/Security, and Other Employees Not Covered by the Collective Bargaining Agreement: Chancellor Gower recommended the Board waive the second reading and approve revisions to Policy 400.4 as follow:

HUMAN RESOURCES - 400

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

Date Adopted: May 20, 1997

Revised: November 15, 2005

Revised: June 20, 2006

Revised: December 12, 2006

Revised: August 18, 2009

Revised: February 21, 2017

Revised: March 17, 2020

Revised: April 21, 2020

Revised: June 16, 2020

Revised: January 19, 2021 (Pending Board Approval)

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

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

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

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

Any unused sick leave days will be allowed to accumulate.

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

Emergency Paid Sick Leave: Emergency Paid Sick Leave: In accordance with the Families First Coronavirus Response Act and the Consolidated Appropriations Act, the District has created emergency paid sick leave that is effective April 1, 2020 through March 31, 2021. ~~December 31, 2020. This type of leave may be utilized when the District discontinues using the Emergency COVID-19 pay option.~~

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

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

- 1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
- 2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- 3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

- 4) The employee is caring for an individual who is subject to a quarantine or isolation order as described in (1) above, or has been advised as described in (2) above.
- 5) The employee is caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.
- 6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

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

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

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

Barring future extension of this legislation, the Emergency Paid Sick Leave section of this act shall expire at midnight on March 31, 2021, Illinois Eastern Community Colleges will remain in compliance with future extensions of this or comparable legislation directing the use of Emergency Paid Sick Leave.

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

Years of Continuous Full-time Service	Personal Emergency Days allowed per Year
Initial Year	

	Up to ½ of sick days awarded at time of employment
2-9	6
10-15	7.5
16-20	9
21-25+	10.5

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

- B. Personal Leave. A full-time employee shall be granted, without loss of pay or benefits, two (2) leave days per fiscal year for personal reasons. Application for such leave should be made five (5) days prior to time said leave is desired to the employee's immediate supervisor. Unused personal days shall accumulate as sick leave to a maximum of fourteen (14) additional sick days.
- C. Required Court Appearance Leave. Full-time employees shall be granted leave with pay to appear in court as a witness or a member of a jury. Compensation received for such court appearances shall accrue to the College District.

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

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

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

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

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

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

Vacation, sick, personal days, and other benefits shall not accrue during an employee’s unpaid leave of absence. An employee may, however, elect to continue to participate in the District group insurance plan at the employee’s sole expense, provided the employee makes acceptable arrangements to pay the premium during the term of his/her unpaid leave.

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

Full-time employees electing to carry dependent coverage may have the premiums for this coverage deducted through payroll deductions.

- I. Modified-Time Employees. Leave policy provisions for modified-time employees shall be prorated according to time employed in relation to full-time employees.
- J. Holidays and Breaks. Paid holidays for all full-time employees include, Christmas, and New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving and the following Friday.
- K. The administration establishes winter break for full-time employees in accordance with the academic calendar. Full-time employees who are required to work over winter break shall be given floating holiday leave equivalent to the time they were required to work over winter break. This floating holiday leave does not accumulate from year to year, and must be used prior to the end of the fiscal year during which it is acquired. Application

for such floating leave should be made five (5) days prior to the time said leave is desired to the employee's immediate supervisor.

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

#6-B. Policy 400.2 Family Medical Leave: Chancellor Gower recommended the Board waive the second reading and approve revisions to Policy 400.2 as follow:

HUMAN RESOURCES - 400

Family and Medical Leave Policy (400.20)

Date Adopted: December 14, 1993

Revised: October 21, 2003

Revised: April 15, 2008

Revised: September 15, 2009

Revised: April 21, 2020

Revised: June 16, 2020

Revised: January 19, 2021 (Pending Board Approval)

Emergency Extended FMLA Leave. In accordance with the Families First Coronavirus Response Act and the Consolidated Appropriates Act, 2021 Illinois Eastern Community Colleges has created an additional type of leave under FMLA. This leave is available by law April 1, 2020 through March 31, 2021. ~~Illinois Eastern Community Colleges will utilize Emergency Extended FMLA Leave at such time as the District discontinues using the Emergency COVID-19 pay option.~~

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

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

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

Pay During Leave: The first 10 days are unpaid, but the employee may substitute paid leave. After the 10 days of leave, IECC will pay the employee at a rate not less than two-thirds of the employee's usual rate of pay. Pay shall be no more than \$200 per day and \$10,000 total, per the Act.

The Barring future extension of this legislation, the Emergency Extended FMLA Leave section of this act shall expire at midnight on March 31, 2021–December 31, 2020, per the Act. Illinois Eastern Community Colleges will remain in compliance with future extensions of this or comparable legislation directing the use of Emergency Extended FMLA.

The Leave Policy. You are eligible to take up to 12 weeks of unpaid family/medical leave for reasons 1, 2, 3, 4, and 5 and up to 26 weeks of unpaid family/medical leave for reason 6 within any 12 month period and be restored to the same or an equivalent position upon your return from leave provided you: (1) have worked for the District for at least 12 months, and worked at least 1250 hours in the last 12 months; and (2) are employed at a worksite that has 50 or more employees within a 75 mile radius. The “12-month period” is a rolling period measured backward from the date a leave under this policy is to begin.

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

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

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

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

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

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

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

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

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

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

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

Leave Is Unpaid. Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, or to care for an injured servicemember any accrued paid vacation and personal days you have may be substituted and used for unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid vacation, personal days, and sick time you have may be substituted and used for any unpaid family/medical leave. In addition, the District's short-term and/or long-term disability may apply as part of the 12-week leave period when the leave is requested due to your serious health condition or the birth of a child. At the Board's discretion, the substitution of paid leave time for unpaid leave time will not extend the maximum leave allowed beyond the 12-week or 26-week maximum provided under the FMLA.

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

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

Intermittent And Reduced Schedule Leave. Leave because of a serious health condition or for an injured servicemember may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the District will reduce your salary based on the amount of time actually worked. In addition, while you are on an

intermittent or reduced schedule leave for planned medical treatment, the District may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

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

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

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

Board Action: Trustee Brenda Culver made a motion to approve revisions to both policies Human Resources 400.4 Leave and Benefit Policy: Administrative, Professional/Non-Faculty, Secretarial/Clerical, Technical, Custodial/Maintenance/Security, and Other Employees Not Covered by the Collective Bargaining Unit and Human Resources; and Policy 400.2 Family Medical Leave, to waive second reading of both policies, and to take both policies on one roll call, as recommended. Trustee Barbara Shimer seconded the motion and on a roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#8-A. Resolution Abating the Taxes Heretofore Levied for the Years 2020 to 2027, Inclusive, to Pay Debt Service on the Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, of the District: CFO Ryan Hawkins reviewed and recommended approval of the following resolution.

MINUTES of a regular public meeting of the Board of Trustees of
Community College District No. 529, Counties of Richland, Clark,
Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper,

Lawrence, Wabash, Wayne and White and State of Illinois, held at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o'clock P.M., on the 19th day of January, 2021.

* * *

The Chairman called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely and Sutton Dunn (non-voting student trustee).

The following trustees were allowed by a majority of the trustees of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No trustee was not permitted to attend the meeting by video or audio conference.

The following trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chairman announced that the next item of business before the Board of Trustees was the consideration of a resolution abating the taxes heretofore levied for the years 2020 to 2027, inclusive, to pay debt service on the Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, of the District.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, copies of which were available to everyone in attendance at said meeting who requested a copy:

RESOLUTION abating the taxes heretofore levied for the years 2020 to 2027, inclusive, to pay debt service on the Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

* * *

WHEREAS, the Board of Trustees (the “*Board*”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), by resolution adopted on the 18th day of August, 2020 (the “*2020C Resolution*”), did provide for the issue of \$2,500,000 Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 202C, dated September 15, 2020, of the District (the “*Series 2020C Bonds*”), and the levy of direct annual taxes sufficient to pay the principal of and interest on the Series 2020C Bonds (the “*Series 2020C Taxes*”); and

WHEREAS, the Board by resolution adopted on the 20th day of October, 2020 did provide for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, dated November 12, 2020 (the “*Series 2020D Bonds*”) which refunded all of the Series 2020C Bonds and provided for the levy of direct annual taxes sufficient to pay the principal of and interest on the Series 2020D Bonds; and

WHEREAS, the Board hereby determines that upon the issuance of the Series 2020D Bonds, the levy of the Series 2020D Taxes and the refunding of the Series 2020C Bonds, the Series 2020C Taxes are no longer needed to pay the principal of and interest on the Series 2020C Bonds; and

WHEREAS, it is necessary and in the best interests of the District that the Series 2020C Taxes levied for the years 2020 to 2027, inclusive, to pay the Series 2020C Bonds be abated in their entirety:

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

Section 1. Abatement of Tax. The Series 2020C Taxes levied for the years 2020 to 2027, inclusive, in the Series 2020C Resolution are hereby abated as set forth in *Exhibit A*.

Section 2. Filing of Resolution. Forthwith upon the adoption of this Resolution, the Secretary of the Board shall file a certified copy hereof with the County Clerks of The Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois, and it shall be the duty of said County Clerks to abate the Series 2020C Taxes levied for the years 2020 to 2027, inclusive, in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its adoption.

Adopted January 19, 2021

Chairman, Board of Trustees

Secretary, Board of Trustees

EXHIBIT A

TAXABLE GENERAL OBLIGATION COMMUNITY COLLEGE BONDS

(ALTERNATE REVENUE SOURCE), SERIES 2020C

YEAR OF LEVY	TAX LEVIED IN BOND RESOLUTION	TAX TO BE ABATED	TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2020	\$417,569.44	\$417,569.44	\$0.00
2021	399,750.00	399,750.00	0.00
2022	390,381.25	390,381.25	0.00
2023	380,775.00	380,775.00	0.00
2024	375,812.50	375,812.50	0.00
2025	370,375.00	370,375.00	0.00
2026	359,581.25	359,581.25	0.00
2027	358,312.50	358,312.50	0.00

Trustee _____ moved and Trustee _____ seconded the motion that said resolution as presented and read by title be adopted.

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

Upon the roll being called, the following trustees voted AYE: _____

NAY: _____

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

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

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

Secretary, Board of Trustees

Board Action: Trustee Gary Carter made a motion to approve the Resolution Abating the Taxes Heretofore Levied for the Years 2020 to 2027, Inclusive, to Pay Debt Service on the Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C, of the District as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Board of Trustees Procedure 100.12 ADA Revision: The Chancellor recommended approval of revisions to following Board of Trustees Procedure 100.12 Americans with Disabilities Act Procedure in order to assure the District remains in compliance with current ADA requirements.

Board of Trustees 100.12 American with Disabilities Act

Date Adopted: March 15, 1994

Revised: March 6, 2019

Revised: January 19, 2021 (Pending Board Approval)

Procedure - Americans with Disabilities Act

The following procedures are pursuant to ~~Illinois Eastern Community Colleges policy on~~ IECC's Americans with Disabilities Act (ADA) Policy (100.12) and describe the interactive course of action for processing accommodation requests. Reasonable accommodations will be considered ~~The following procedures are designed for~~ on behalf of students, employees, and visitors using college facilities who require modifications to policies, practices, or procedures a reasonable accommodation in order to participate in college directed and supported functions or employment opportunities.

Under the Act, a disability is defined as any physical or mental impairment that substantially limits a major life activity. Having a history of impairment or being perceived as having an impairment may also qualify one as an individual with a disability. It is the individual's responsibility to disclose his/her needs and provide appropriate supporting documentation.

CONFIDENTIALITY

ADA Coordinators are committed to ensuring all information regarding students, employees, and applicants is maintained as confidential as required or as permitted by law. Disability information collected for the benefit of any student does not become part of the student's academic record and will only be shared with faculty and other personnel who must be informed of necessary restrictions or accommodations. Information regarding an employee's or applicant's disability and the reasonable accommodation request will only be shared with the employee's supervisor(s) and other personnel who must be informed of necessary restrictions or accommodations. All medical information will be kept in the employee's leave file which is separate from the employee's personnel file. This information is only accessible by human resources personnel.

SERVICE ANIMALS

A service animal under ADA titles II and III (see § 35.136) is defined as a dog or a miniature horse that is individually trained to do work or perform tasks for people with disabilities. The service animal's work or task must be directly related to the individual's disability. Service animals have access to any area on campus that is generally open to the public. Expectations are:

- All animals must be under the handler's control. Animals must be kept on a leash, harness, or tether unless doing so would interfere with the animal's ability to perform their work or task. In those circumstances, the handler may use voice commands, hand signals or other effective means to maintain control of the animal.
- The service animal must be housebroken. It is the handler's sole responsibility to ensure that the animal is taken outside to relieve itself and to dispose of waste material appropriately.

A handler will be required to remove a service animal from campus under the following conditions:

- The animal is not under the handler's control
- The animal is not housebroken.
- The animal has been identified as posing a safety risk to others.

Emotional, support, comfort, or therapy animals are not service animals under Title II and Title III of the ADA and are not permitted on campus (see Title III Part 36 definitions). Non-service animals are often used to ameliorate stress or provide comfort to others and are not limited to individuals with disabilities. Although some animals are part of a medical therapy plan, please note that a doctor's letter or therapy plan does not certify an animal as a service animal.

ADA COORDINATORS

To ensure compliance with the ADA policy, IECC has appointed a District ADA Coordinator with sufficient powers, authority, training, and staffing to coordinate ADA activities district wide. To assist the District ADA Coordinator, Deputy ADA Coordinators are assigned at the locations identified in Appendix A. The college president will notify the District ADA Coordinator when a new Deputy ADA Coordinator is appointed.

All ADA Coordinators, faculty, and staff will be properly trained in order to carry out their respective responsibilities relating to the ADA Policy and Procedures. The District ADA Coordinator will ensure coordinate directly with college Deputy ADA Coordinators, faculty, and staff to keep them are informed of new developments and common areas of interest regarding the Americans with Disabilities Act that impact IECC policy and procedures.

1-Colleges and the District Office will post the names, position titles, addresses, and telephone numbers for all IECC ADA Coordinators on a bulletin board that is in such a place so as to be generally seen by all students, employees, or visitors to the college or District Office facility. All designated coordinators are listed in Appendix A and can also be found on the website at www.iecc.edu/ada.

REQUESTING AND PROCESSING ACCOMMODATION REQUESTS

2-Students, employees, and visitors who desire a reasonable accommodation or have questions regarding the

Americans with Disabilities Act will be directed to one of the persons listed as should contact an ADA Coordinator with questions and/or to schedule an appointment. The applicable ADA Coordinator will keep a written record of all conversations and actions taken throughout the process.

a)1. Process for Students (current or prospective) and visitors will be directed to

a) Student meets with the Deputy ADA Coordinator at their college of attendance/intended attendance. This meeting should be scheduled at the earliest date possible prior to the beginning of a semester for which accommodations are requested.

b) Student submits a Student Request for Accommodations form, along with appropriate documentation, to their ADA coordinator. Documentation must:

- Be on typed or printed on official letterhead;
- Clearly state the diagnosed disability;
- Describe the functional limitations resulting from the disability;
- Be signed and dated by an evaluator qualified to make the diagnosis (include NPI number and license number of certification and area of specialization);
- Be current (within five years for learning disabilities and one year for psychiatric disabilities (unless of a permanent nature));
- Include complete educational, developmental, and medical history relevant to the disability for which testing accommodations are being requested; and
- Include a list of all test instruments used in the evaluation report and relevant subtest scores used to document the stated disability

NOTE: A current (within the last five years) Individualized Education Plan (IEP) satisfies the documentation requirement.

c) ~~The Deputy ADA Coordinator at the facility will~~ determines if the request for a reasonable accommodation can be ~~granted honored~~. Every effort will be made to honor a request for a reasonable accommodation unless it ~~can be~~ is determined that doing so would ~~cause a financial pose an undue hardship or fundamentally alter the operations of the institution. on the District.~~

d) ~~college Deputy ADA Coordinator will~~ provides a written ~~reply~~ response to the ~~requester~~ student within 3 7 days of having received the request receiving all required documentation.

- If the request is approved
 - ❖ an interactive process is coordinated by the Deputy ADA Coordinator, between the student and faculty/staff, in order to develop a comprehensive plan
 - ❖ the student provides faculty/staff with Accommodation Letter
 - ❖ faculty/staff will provide the accommodation(s) described in the Accommodation Letter
 - ❖ student is responsible for contacting the Deputy ADA Coordinator if accommodations are not implemented in an effective and a timely manner
- If the request is denied
 - ❖ the Deputy ADA Coordinator ~~will notify~~ notifies the District ADA Coordinator ~~prior to informing student of decision. before a student, employee, or visitor is informed that the requested accommodation cannot be granted due to a perceived financial hardship for the District.~~
 - ❖ In the event that requested accommodation is denied, the individual student has the right to appeal the denial by. All ~~may~~ appeals shall be made the decision by contacting to the District ADA Coordinator within 10 business days upon receipt of the written denial.
 - ❖ the District ADA Coordinator will review the appeal, in consultation with the ~~Chief Executive Officer~~ Chancellor (or designee), to determine if the original decision is upheld or repealed. of the appeal shall be granted. If the appeal is warranted, the accommodation will be granted to the requesting

e) Student must, each semester, make an appointment with the Deputy ADA Coordinator to make arrangements for reasonable accommodations; a comprehensive plan is not automatically developed. Contact should be made at the earliest date possible prior to the beginning of a semester for which accommodations are requested.

b)2. **Process for Employees** will be directed to the Deputy ADA Coordinator for Employment.

a) Employee completes an IECC Employee Accommodation Request form describing the nature of the disability and the requested accommodation and submits to the Deputy ADA Coordinator for Employment (or designee). At the employee's request, a supervisor may assist in the process of initiating the request.

b) Human Resources will make contact with the employee upon receipt of request.

c) Deputy ADA Coordinator for Employment determines if the request for a reasonable accommodation can be granted. Every effort will be made to honor a request for a reasonable accommodation unless it is determined that doing so would pose an undue hardship or fundamentally alter the operations of the institution.

d) Deputy ADA Coordinator for Employment provides a written reply response to the requester employee within 3-7 business days of having received the request receiving all required documentation.

- If the request is approved
 - ❖ an interactive process is coordinated by the Deputy ADA Coordinator for Employment (and District ADA Coordinator as necessary), between the employee and supervisor in order to develop a comprehensive plan.
 - ❖ Human Resources will provide the employee and supervisor an Accommodation Letter
 - ❖ supervisor will provide the accommodation(s) described in the Accommodation Letter
 - ❖ employee is responsible for contacting the Deputy ADA Coordinator for Employment if accommodations are not implemented in an effective and a timely manner
- If the request is denied
 - ❖ the Deputy ADA Coordinator for Employment will notify notifies the District ADA Coordinator prior to informing employee of decision. before a student, employee, or visitor is informed that the requested accommodation cannot be granted due to a perceived financial hardship for the District.
 - ❖ In the event that requested accommodation is denied, the individual employee has the right to appeal the denial by. All may appeals shall be made the decision by contacting to the District ADA Coordinator within 10 business days upon receipt of the written denial.
 - ❖ the District ADA Coordinator will review the appeal, in consultation with the Chief Executive Officer Chancellor (or designee), to determine if the original decision is upheld or repealed. of the appeal shall be granted. If the appeal is warranted, the accommodation will be granted to the requesting

3. Process for Visitors

Staff who are responsible for planning events, special activities, and programs are additionally responsible for considering accessibility by attendees. If the event is publicized, provide information regarding who to contact in order to request special accommodations, advising that sufficient advanced notice is required.

QUESTIONS

e) Questions regarding the IECC ADA Policy and/or the American with Disabilities Act will should be directed to the District ADA Coordinator.

GRIEVANCES

Students and employees who believe IECC has not met its obligations under the ADA should refer to IECC's Policy to Address a Complaint (100.16).

3. The ADA Coordinator will interview the person requesting a reasonable accommodation and will ask the person to submit their request in writing. A written record will be kept of all actions and conversations taken in relation to the request for an accommodation. [Moved to REQUESTING AND PROCESSING ACCOMMODATIONS above with revisions] The college will provide a written reply to the requester within 3 days of having received the request. [Moved to d) above with revisions]

4. The Deputy ADA Coordinator at the facility will determine if the request for a reasonable accommodation can be honored. Every effort will be made to honor a request for a reasonable accommodation unless it can be determined that doing so would cause a financial hardship on the

~~District.~~ [Moved to c) above with revisions]

~~5.— The Deputy ADA Coordinator will notify the District ADA Coordinator before a student, employee, or visitor is informed that the requested accommodation cannot be granted due to a perceived financial hardship for the District.~~ [Moved to d) above with revisions]

~~In the event that requested accommodation is denied, the individual has the right to appeal the denial. All appeals shall be made to the District ADA Coordinator within 10 business days upon receipt of the written denial.~~ [Moved to d) above with revisions]

~~The District ADA Coordinator will review the appeal, in consultation with the Chief Executive Officer or designee, to determine if the appeal shall be granted. If the appeal is warranted, the accommodation will be granted to the requesting party.~~ [Moved to d) above with revisions]

~~6.— The president will notify the District ADA Coordinator when the college makes a new ADA Coordinator appointment.~~ [Moved to ADA COORDINATORS above with revisions]

~~7.— The District ADA Coordinator will coordinate directly with college ADA Coordinators to keep them informed of new developments and common areas of interest regarding the Americans with Disabilities Act.~~ [Moved to ADA COORDINATORS above with revisions]

Board Action: Trustee Brenda Culver made a motion to approve the revised Board of Trustees Procedure 100.12 Americans with Disabilities Act 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, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Course Fee Adjustment Medical Assistant and Pharmacy Technician: Chancellor Gower recommended approval of the following course fee revision for the Medical Assistant and Pharmacy Technician Program. This fee structure revision would be effective immediately.

HEA 1208 Clinical Procedures – currently \$10 per lab hour (\$20 total) to \$40 per course
PHM 1204 Pharmacy Operations – currently \$10 per lab hour (\$20 total) to \$40 per course

Board Action: Trustee Brenda Culver made a motion to approve the fee revisions for the Medical Assistant Program and the Pharmacy Technician Program to be effective immediately. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Return to Play Plan Spring 2021: Chancellor Gower reviewed and recommended approval of revisions to the Return to Play Plan for Spring 2021. This plan is a pandemic safety guideline for the District's athletic programs.

Board Action: Trustee Gary Carter made a motion to approve the Return to Play Plan as revised. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Dual Credit Cost and Fee Structure Revisions: Chancellor Gower recommended approval for revisions to the fee structure for the District's dual credit courses. The recommended following changes would be effective at the start of the next school year (August 2021) and phase in over a three-year period.

Courses taught in the high school by high school teachers:

- \$25 per student per course fee (FY22)

IECC will utilize revenue for the coordination and administration of dual credit partnerships with school districts and the delivery and administration of Dual Credit Courses.

Courses taught by College faculty (regardless of location):

- \$30 per student per credit hour (FY22) – 30% of In-District Rate
- \$35 per student per credit hour (FY23) – 35% of In-District Rate
- \$40 per student per credit hour (FY24) – 40% of In-District Rate
-

Board Action: Trustee John Brooks made a motion to approve the fee structure revisions for dual credit courses 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, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Motorcycle Safety Training Facility Use Agreement with SIU-C: Chancellor Gower recommended approval of extension of an agreement for motorcycle safety training to be conducted by Southern Illinois University at Carbondale. The agreements are listed in full in the board agenda.

Board Action: Trustee Gary Carter made a motion to approve the facility use agreement for motorcycle safety training between IECC and SIU-C as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. Exception to Bidding Procedures Under ILCS 805/3-27.1: CFO Ryan Hawkins reviewed quotes received for a 15 passenger van to be used by FCC. CFO Hawkins reviewed the rationale to purchase this vehicle utilizing an allowable exception to the bidding process provision. Chancellor Gower recommended approval of the purchase of a 2019 15-passenger Ford Transit Wagon with 29,910 miles. Purchase price of the van would be \$29,291.06 as quoted by the vendor Eagleson Automotive located in Olney, Illinois. Chancellor Gower recommended approval of the purchase of the van under ILCS 805/3-27.1 Exception to Bidding Procedures.

Board Action: Trustee Gary Carter made a motion to approve the purchase of a 2019 Ford Transit Wagon from Eagleson Automotive in Olney, Illinois, as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “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 WindSolar USA, Inc. for a total of \$109,824.00.

Company	Bid #1 (320 Watt)	Alternate Bid with Optimizers	Alternate Bid #2
AES Solar Carterville, IL	\$118,898.94	\$120,857.56	\$121,355.83 (415 watt)
Tick Tock Effingham, IL	\$110,187.00	\$111,233.00 (400 watt)	\$104,122.00 (400 watt)
WindSolar USA, Inc. Springfield, IL	\$97,344.00	\$109,824.00	N/A
Zeb Solar, LLC Evansville, IN	\$78,500.00	\$79,600.00 (400 watt)	\$70,900.00 (400 watt)

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Wabash Valley College.

Source of Funds: Illinois Green Economy Network – Subaward for Illinois Environmental Protection Agency Grant.

Rationale for Purchase: The proposal from WindSolar USA, Inc. was the lowest responsible bidder in conformity with the bid specifications and provided the largest solar output of bids received.

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

Board Action: Trustee Brenda Culver made a motion to approve the bid committee report recommendation for WindSolar USA, Incorporated in the amount of \$109,824.00 as presented. This purchase is for the Solar Project at Wabash Valley College. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trusting voting nay: None. Trustees absent: Al Henager. The motion having received 6 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 December 31, 2020.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for January 2021, totaling \$898,896.01, 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 January 2021, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 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” – The Board of Trustees did not hold an executive session at the regular meeting, December 8, 2020.

AGENDA #13 – “Approval of Personnel Report” – Andrea McDowell presented the following Personnel Report and asked leave of the Board to amend, on the face of the Personnel Report document, the following two changes. Under Item 400.1 Employment of Personnel, Item A., the name “Marnie” should be corrected to read “Marbie”; and under Item 400.5 Retirement Ratification, Item A., the effective date reads “May 1, 2020” and should be corrected to read “May

1, 2021". Chancellor Gower recommended approval of the report, with correction on the face of the document, of these two typographical corrections.

PERSONNEL REPOR

400.1. Employment of Personnel

A. Professional Non-Faculty, Exempt

1. Marañbie Downen, Health Sciences Specialist, Title III, FCC, effective January 5, 2021.

B. Classified

1. Kelly Mullins, Library Assistant, LTC, effective January 20, 2021.
2. David Kandalec, Maintenance/Custodian, OCC, effective January 27, 2021.

400.2. Change in Status

A. Professional Non-Faculty, Exempt

1. Lori Noe, from Coordinator of Financial Aid, FCC, to Director of Instructional Support Services, FCC, effective January 20, 2021
2. Erin Volk, from Coordinator of Advisement, LTC, to Director of Instructional Services, LTC, effective April 26, 2021.
3. Rena Gower, Director of Academic Success Center, LTC, to Director of Instructional Support Services, LTC, effective January 20, 2021.

400.3. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Beth Wilson	Wayne County Coroner Fairfield, IL	30

400.4. Resignation Ratification

A. Faculty

1. Gerry Kinney, EDS Instructor, FCC, effective July 1, 2021

400.5. Retirement Ratification

A. Administrative

1. Michael Thomas, Dean of Workforce Education, effective May 1, 20201.

Board Action to Approve Personnel Report: Trustee Barbara Shimer made a motion to approve the 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, Andrew Fischer, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #14 – “Collective Bargaining” – None

AGENDA #15 – “Litigation” – The Chancellor presented an update on current litigation.

AGENDA #16 – “Other Items” – None.

AGENDA #17 – “Adjournment” – Trustee Gary Carter 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 8:25 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 500.35 Grades and Grading**
- B. Policy 500.16 Grade Forgiveness (Withdrawal)**
- C. Policy 500.17 Campus Safety and Security (Revised)**
- D. Policy 500.27 Substance Abuse Testing for Athletes (Revised)**
- E. Policy 100.16 Address a Complaint (Revised)**
- F. Policy 100.24 Emergency Response Plan (Revised)**
- G. Policy 100.31 Preventing Sexual Misconduct (Revised)**
- H. Policy 400.22 Salary Basis Policy (Revised)**

Agenda Item #6A

Policy 500.35 Grades and Grading

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE February 16, 2021
RE: Grades and Grading System Policy 500.35

The administration has recognized the need for a distinct policy to describe the evaluation of student performance. This new policy establishes the responsibility and basis for awarding grades at Illinois Eastern Community Colleges.

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

Attachment

STUDENT - 500

Grades and Grading System (500.35)

Date Adopted: February 16, 2021 (Pending Board Approval)

The faculty of Illinois Eastern Community Colleges are responsible for assigning grades to their students. Faculty will evaluate student performance and assign grades solely on an academic basis, not on opinion or conduct in matters unrelated to academic standards (Ref. Policy on Evaluating Student Performance, 800.7). Grades awarded reflect the faculty members assessment of student mastery of the subject matter required in the course. Further information about grades, grading scales, and grading processes and appeals can be found in the IECC procedure manual, the college catalog or website.

Agenda Item #6B

Policy 500.16 Grade Forgiveness (Withdrawal)

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE February 16, 2021
RE: Grade Forgiveness Policy

The establishment of policy 500.35 Grades and Grading System and the corresponding procedure 500.35, have eliminated the need for policy 500.16 Grade Forgiveness which will now be addressed in Grades and Grading System procedure.

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

Attachment

STUDENT - 500

Grade Forgiveness Policy (500.16)

Date Adopted: February 17, 1998

Revised: June 20, 2017

Deleted by Board Action: XXXXXXXXX, 2021 (See Policy 500.35 Grades and Grading System) PENDING BOARD APPROVAL

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

The grades of F and WF earned prior to re-entry will be forgiven. Students must achieve a minimum 2.0 CGPA to graduate.

Students must check with the Financial Aid Office to determine eligibility for financial aid. Approval for the grade forgiveness policy may be granted only one time.

Approval will be granted by the IECC institution into which the student is admitted for re-entry.

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

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

Agenda Item #6C

Policy 500.17 Campus Safety and Security (Revised)

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 16, 2021
RE: Campus Safety and Security Policy 500.17

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

Minor revisions to the policy and plans have been made due to organizational changes. Cabinet has reviewed and approved these changes. I recommend the Board waive the second reading and approve the revision of 500.17 Campus Safety and Security Policy as presented.

RG/sc

STUDENT - 500

Campus Safety and Security Policy (500.17)

Date Adopted: October 26, 1992

Date Revised: July 17, 2001

Date Revised: August 19, 2008

Date Revised: August 16, 2011

Date Revised: August 15, 2017

[Date Revised: February 16, 2021 \(Pending Board Approval\)](#)

The Illinois Eastern Community Colleges Board of Trustees recognizes the importance of a college environment, which is safe and free of crime. Programs of crime prevention, college security procedures, and programs to prevent drug and alcohol abuse have been implemented to promote a crime-free environment. Information regarding these programs is available from your college office of student services. The college environment includes all students, employees and other persons participating in Illinois Eastern classes, programs, services and other activities and events. Illinois Eastern administration monitors and evaluates campus safety on an ongoing basis

Campus Security Authorities

Campus Security Authorities (CSA) are responsible for reporting any and all crimes reported to them to the designated officials at IECC. The following positions, and the respective individuals that assume these positions, are classified as a CSA at IECC: President, Assistant to the President, Dean of Instruction, Assistant to the Dean of Instruction, ~~Assistant Dean of Student Services~~, Athletic Director, Athletic Coach, Student Organization Advisor, Retention Coordinator, Title IX Coordinator, Sexual Misconduct Investigators, and Members of the Threat Assessment and Behavioral Intervention Team (TABIT).

Reporting a Crime

Illinois Eastern encourages all students and employees to report all on-campus **INCIDENTS** of criminal activity, including but not limited to, murder, rape, sexual assault, robbery, aggravated assault, burglary, and motor vehicle theft, along with on-campus **ARRESTS** for liquor law violations, drug law violations, and weapons possessions to the President or his/her designee. Reports may be made in person to the President's Office at each respective campus, or to any Campus Security Authority (CSA) during regular hours of operation, or to the appropriate law enforcement agency. Students and employees are encouraged to report all crimes considered to be a threat to students and employees so that Illinois Eastern can determine if preventive measures can be implemented to prevent recurrence of a particular crime. Reporting is also requested for evening classes and college events occurring at locations other than college property.

Any crime reported to IECC officials will require appropriate attention in order to adhere with state and federal regulations and/or the possible issuance of timely warnings. IECC does not have confidential crime reporting options.

Crime report documentation and records are maintained in a centralized office location upon receipt of reports from CSAs, College officials, and/or local law enforcement agencies.

Response to a Report

College officials will cooperate with local law enforcement officials during an ongoing criminal investigation on an as needed basis. In the interim, College officials can ensure victims are provided with on-campus resources and/or information about any off-campus services, as necessary.

College officials may also convene the Student Disciplinary Committee or TABIT in response to an incident that has occurred on campus, if applicable, for review and for potential action, as appropriate. Upon written request, IECC will release the report on the results of any disciplinary proceeding conducted by the institution against a student who is the alleged perpetrator to the victim of a crime of violence or a non-forcible sex offense. If the alleged victim is deceased as a result of such crime or offense, the next of kin of such victim shall be treated as the alleged victim for this purpose.

Timely Warning Notices

Illinois Eastern will monitor and cooperate with law enforcement agencies in an effort to keep students and employees apprised of reported crimes and arrests of students and employees which occur in the College community. A Timely Warning notice will be distributed to the College community when a crime is reported that poses a serious or continuing threat to the campus community. Timely Warning notices will be distributed using the Emergency Notifications in the ReGroup System or through the Student Portal.

Timely Warnings are usually distributed for the following Uniformed Crime Reporting Program (UCR)/National Incident Based Reporting System (NIBRS) classifications: major incidents of arson, murder/non negligent manslaughter, and robbery. Cases of aggravated assault and sex offenses are considered on a case-by-case basis, depending on the facts of the case and the information known by the appropriate College officials. For example, if an assault occurs between two students who have a disagreement, there may be no on-going threat to other College community members and a Timely Warning would not be distributed. In cases involving sexual assault, they are often reported long after the incident occurred, thus there is no ability to distribute a "timely" warning notice to the community. Sex offenses will be considered on a case-by-case basis depending on when and where the incident occurred, when it was reported, and the amount of information known by College officials. Cases involving property crimes will be assessed on a case-by-case basis and alerts will typically be sent if there is a discernible pattern of crime.

The President or his/her designee reviews all reports to determine if there is an on-going threat to the community and if the distribution of a Timely Warning is warranted. If warranted, the President, or his/her designee, will distribute the Timely Warnings using the systems identified above. Timely Warnings will be provided to students and employees in a manner that is timely, that withholds the names of victims as confidential, and that will aid in the prevention of similar occurrences.

Security, Access, and Maintenance of Campus Facilities

Illinois Eastern custodial and maintenance staff or other college personnel are responsible for the security, access, and maintenance of all college buildings and grounds. Lighting, landscaping, and other safety-related aspects of the campuses are continually monitored, maintained, and repaired.

As such, custodial and maintenance staff or other college personnel will be present on campus during all times that classes are in session. IECC buildings and facilities are generally intended for the use and benefit of the students and employees. However, the facilities are open and accessible during normal business hours and into the evening and weekend hours depending on class schedules and events. Visitors and guests seeking to utilize College facilities are required to make prior arrangements with the appropriate College officials.

IECC does not possess a campus security department or campus law enforcement; therefore, each College is routinely patrolled by local law enforcement agencies to evaluate and monitor security-related matters. There is no memorandum of understanding regarding any topic, including the investigation of criminal incidents, in place between IECC, the Colleges, and local law enforcement agencies. IECC maintains a working relationship among College officials and state and local law enforcement agencies for the investigation of alleged criminal offenses.

Firearms at IECC

The possession and/or use of firearms, ammunition, fireworks, dangerous materials, or combustible materials, except by law enforcement officials when being used for approved course work or when the Concealed Carry Policy (100.28) applies, is strictly prohibited on campuses and in any Illinois Eastern Community Colleges building. Violators will be reported to local law enforcement agencies and can face immediate expulsion or dismissal from the College.

Drugs and Alcohol at IECC

The possession, use, and sale of alcoholic beverages or illegal drugs by anyone while participating in Illinois Eastern classes, programs, services and other activities and events is strictly prohibited. Violators will be reported to local law enforcement agencies and can face immediate expulsion or dismissal from the College. See Substance Abuse (100.9) and Drug-Free Workplace (400.19) Policies for additional information on the prohibition of alcohol and drug use on IECC campuses.

Annual Security Report Development and Dissemination

The Annual Security Report (ASR) will be prepared by the Program Director of Grants, Compliance, & Outreach, published prior to October 1st on the District's website, and be made available to all students, prospective students, employees, and prospective employees. Each year, an email notification is sent to all enrolled students, faculty, and staff with a direct link to access the report. An overview of the contents of the ASR and a direct link are included in employee application forms and in the automated email response to admission applications and the acceptance letter to ensure all prospective employees and prospective students are provided the information. The ASR will contain information for the previous calendar year and crime statistics for the three previous calendar years. A hard copy of the ASR can be requested from the Student Services Office at any of the Colleges or from the Human Resources Office for prospective employees.

Agenda Item #6D

Policy 500.27 Substance Abuse Testing for Athletes (Revised)

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 16, 2021
RE: Substance Abuse Testing Athletes Policy 500.27

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

Minor revision to the policy is necessary due to organizational changes. The changes have been reviewed and approved by cabinet.

I recommend the Board waive the second reading and approve the revisions to Policy 500.27.

Attachment

STUDENT – 500

Policy for Substance Abuse Testing for Athletes (500.27)

Date Adopted: July 16, 2014

Revised: March 21, 2017

Revised: June 20, 2017

Revised: May 15, 2018

Revised: February 16, 2021 (Pending Board Approval)

Purpose

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

Goals

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

Types of Testing

1. Random – minimum of 20% of each athletic team will be subjected to random drug testing at some point during the calendar athletic year. No less than 2 and no more than 7 student-athletes from any team will be subject to testing, as it is understood that each team possesses a different number of student-athletes.
 - Each Athletic Director will submit a roster for each sport on their respective campus to the Compliance Coordinator at the conclusion of the 10-day enrollment period of every fall semester. The Compliance Coordinator will then determine how many student-athletes will be tested from each sport on each campus.
 - Any roster changes throughout the year shall be reported to the Compliance Coordinator.
 - There will be several random test dates throughout the calendar athletic year, spread between the beginning of September and the end of April. The dates will be determined by the Compliance Coordinator. The Athletic Directors will be notified approximately 2-3 days in advance on the testing date, number of student-athletes to be tested, and from which sports the names should be pulled from. Athletic Directors will be in charge of coordinating the name drawing and test administration by an approved testing site.
 - Names of the student-athletes and test results shall be submitted to the Compliance Coordinator upon test completion.
 - Each name on the roster must be a part of the random drawing every time there is a drawing. Conceivably, the same name could be picked from an athletic team on every testing date.

- Testing will be done at Wabash General Hospital (WGH), Wabash Valley Occupational Health and Acute Care – Robinson, IL, Carle Richland Memorial Hospital, and Fairfield Memorial Hospital (FMH). A Coach or Athletic Director will accompany the student athletes to the appropriate testing facility. Each facility will follow its established testing protocol for sample retrieval and maintain chain of custody according to its policy and procedures.
2. Reasonable Suspicion Testing – Reasonable suspicion testing is to protect the health of the student-athlete, the health of others, and/or to protect the integrity of the sport and Illinois Eastern Community Colleges

“Reasonable suspicion” is defined as behavior, conduct, or performance by the student-athlete that leads a coach or athletic department staff member to believe that the student-athlete has been using a banned substance. Indicators which may be used to determine if reasonable suspicion exists include, but are not limited to, the following:

- Observed possession, recognizable odor, or reported use of a banned substance.
 - Changes in student-athlete behavior, conduct, performance, class attendance, GPA, athletic practice attendance, injury rate or illness, physical appearance, academic or athletic motivation level, emotional condition, mood, and legal involvement.
3. Reasonable Cause - Student-athlete that has tested positive in a previous test; Student-athlete will incur the cost of the test.
 4. Failure to appear – results in a positive test.
 5. Re-entry testing – student-athlete will need to provide a negative sample to be released from administrative sanctions. This will be a random sample that will be provided upon request.

Positive Test Results

First Positive Test

1. Student-athlete will meet with Athletic Director, Coach, President of College (or designee). The student-athlete may request to have a person of their choosing present at the meeting.
2. The student-athlete will be required to inform his/her parents of his positive test in the presence of the Athletic Director & Coach.
3. Complete 20 hours of community service. The community service must be completed before any reinstatement to the team is complete. The hours should be documented by the Athletic Director and the Coach.
4. The student-athlete will be subject to unlimited follow-up testing. This testing will be done at the student-athlete’s expense. Failure to submit to the follow-up test will result in an indefinite suspension from the team and forfeiture of the athletic scholarship. The student may continue their educational pursuit at the institution but at **their own expense**.

Second Positive Test

1. Student-athlete will meet with Athletic Director, Coach, President of College (or designee). The student-athlete may request to have a person of their choosing present at the meeting.
2. The student-athlete will be required to inform his/her parents of his positive test in the presence of the Athletic Director & Coach.
3. Upon a second positive test the student-athlete will be suspended from the team for 25% of the remaining scheduled games (minimum of 3 games, golf will be minimum of 2 matches), which can carry into post-season play. These games will be served consecutively and will be the games immediately following notification of a positive test. If there are not enough games the suspension will carry over to the next season for returning athletes.
4. If the suspension happens during the season, the suspension will be noted to those who ask as a “violation of team rules”.

5. Complete 40 hours of community service. The community service must be completed before any reinstatement to the team is complete. The hours should be documented by the Athletic Director and the Coach.
6. The student-athlete will be subject to unlimited follow-up testing. This testing will be done at the student-athlete's expense. Failure to submit to the follow-up test will result in an indefinite suspension from the team and forfeiture of the athletic scholarship. The student may continue their educational pursuit at the institution but at **their own expense**.

Third Positive Test

1. A third positive test the student-athlete will be suspended from the team indefinitely.
2. The student-athlete will surrender their athletic aid.
3. The student-athlete will be able to complete their education, but at THEIR OWN EXPENSE.

Self-Referral Program

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

Appeal Process

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

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

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

Medical Exception

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

Agenda Item #6E

Policy 100.16 Address a Complaint (Revised)

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE February 16, 2021
RE: Revisions to Policy 100.16 Policy to Address a Complaint

The Council of Deans recently reviewed policy 100.16 and have made minor changes to clarify language and allow for grade appeals to be addressed under a separate newly proposed policy 500.35.

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

RG/sc

Policy to Address a Complaint (100.16)

Date Adopted: November 17, 1998

Revised and combined with Policy 500.12: October 20, 2009

Revised: September 15, 2015

Revised: February 16, 2021 (Pending Board Approval)

Illinois Eastern Community College District 529 is committed to providing the IECC community with an avenue to voice concerns or grievances. The purpose of this policy is to provide for the prompt and equitable resolution of complaints. ~~This policy and applies to all employees, faculty, and students of Illinois Eastern Community Colleges the District 529. It is not applicable to, nor does it supplant, complaints that are governed by other IECC policy, procedure, except for sexual harassment complaints, student readmission petitions, and grievances under or the faculty collective bargaining contract. The purpose is to provide for the prompt and equitable resolution of complaints.~~ [Moved to second sentence above.]

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

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

Employees and faculty shall follow the steps defined below for complaints other than those that are governed by other IECC policy, procedure (e.g. sexual harassment complaints and grievances under the faculty collective bargaining contract).

- Step 1: Within ten days of the incident causing the complaint, the complainant shall attempt to resolve the matter informally. The complainant should meet with his/her immediate supervisor. If the matter is not resolved within ten days from the date of the meeting, the complainant may file a formal written complaint.
- Step 2: Within five days from the expiration of days under Step 1, the complainant shall file a formal written complaint. The complainant shall file his/her complaint with the college President. If the complaint is against the administrative officer defined in any Step, the complainant shall advance to the next Step. Employees reporting directly to the Chief Executive Officer shall advance to Step 3; employees reporting directly to the Board of Trustees shall advance to Step 4. A written response shall be provided within five days of receipt of the complaint. If the matter is not resolved, then Step 3 shall apply.
- Step 3: Within five days of receipt of the response under Step 2, the complainant shall file his/her appeal with the Chief Executive Officer. A written response shall be provided within five days of receipt of the appeal. If the matter is not resolved, then Step 4 shall apply.
- Step 4: Within five days of receipt of the response under Step 3, the complainant shall file his/her appeal with the Chair of the Board of Trustees, or his/her designee. The Chair, or his/her designee in consultation with members of the Board of Trustees, shall provide a written response within five working days of receipt of the complaint or appeal. The Chair or his/her designee of the Board of Trustees is the final appeal authority within Illinois Eastern Community Colleges.

Students shall follow the steps defined below for complaints other than those that are governed by other IECC policy and procedure (e.g. sexual harassment complaints, grade appeals, and readmission petitions.)

- Step 1: Within ten days of the incident causing the complaint, the complainant shall attempt to resolve the matter informally. The complainant should meet with his/her instructor or service provider. If the matter is not resolved within ten days from the date of the meeting, the complainant may file a formal written complaint.
- Step 2: Within five days from the expiration of days under Step 1, the complainant shall file a formal written complaint. The complainant shall file his/her complaint with the Dean of the College/Instruction. If the complaint is against the administrative officer defined in any Step, the complainant shall advance to the next Step. A written response shall be provided within five days of receipt of the complaint. If the matter is not resolved, then Step 3 shall apply.
- Step 3: Within five days of receipt of the response under Step 2, the complainant shall file an appeal with the President. The President shall appoint an Appeal Committee composed of two students, two faculty members, and one administrator. The Committee's recommendation will be forwarded to the President within ten days. The President will render a written decision concerning the appeal within five days from receiving the Committee's recommendation. If the matter is not resolved, then Step 4 shall apply.
- Step 4: Within five days of receipt of the response under Step 3, the complainant may file an appeal with the **Chancellor**. A written response will be provided within five days of receipt of the appeal. If the matter is not resolved, then Step 5 shall apply.
- Step 5: Within five days of receipt of the response under Step 4, the complainant may file an appeal with the Chair of the Board of Trustees or his/her designee. The Chair, or his/her designee in consultation with members of the Board of Trustees, shall provide a written response within five days of receipt of the appeal. The Chair or his/her designee of the Board of Trustees is the final appeal authority within Illinois Eastern Community Colleges.

Agenda Item #6F

Policy 100.24 Emergency Response Plan (Revised)

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 16, 2021
RE: Emergency Response Plan Policy (100.24)

To ensure academic and administrative departments and staff are prepared to continue providing, in a timely manner, critical campus functions in the event a significant disruption or emergency forces campus closure or diminishes access to essential campus resources, IECC has developed Academic Continuity procedures to be included in the Campus Emergency Plans. The Emergency Response Plan Policy 100.24 has been revised due to organizational changes. It continues to be in compliance with Illinois Community College Board requirements for meeting the contact hours in case of a campus emergency.

I recommend the Board waive the second reading and approve Policy 100.24 as presented

RG/sc

Emergency Response Plans (100.24)

Date Adopted: September 21, 2010

Revised: October 20, 2015

Revised: March 21, 2017

Revised: August 15, 2017

Revised: February 16, 2021 (Pending Board Approval)

The Illinois Eastern Community Colleges (IECC) Board of Trustees recognizes the importance of creating and maintaining Emergency Response Plans that outline the plan for managing major emergencies and incidents that may threaten the health, safety, and welfare of the college community

or disrupt its programs or activities. The Emergency Response Plans meet the requirements of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and the Illinois Administrative Code Part 305, and are compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305) and the National Incident Management System (NIMS). The Emergency Response Plans also provide for Business Continuity (Annex 10) and Academic Continuity (Annex 11) which includes a general framework for planning and decision making as it pertains to the academic and business functions of IECC in case of a campus emergency.

The College President, or his/her designee, coordinates appropriate actions, on behalf of the College, in all emergencies in accordance with the respective College's Emergency Response Plan. A Continuity of Administration team is outlined in each Emergency Response Plan and consists of the President, Dean of Instruction, ~~Assistant Dean of Student Services~~, Director of Business, and Operations & Maintenance Team Leader at each College.

Emergency Response Plans are reviewed and revised, as necessary, on an annual basis. Procedures for specific emergency scenarios are accessible to students, faculty, staff and the public through a link from the IECC homepage.

Initiation of Emergency Response Plan

The President, or designee, in conjunction with the national weather service, local first responders, health service departments, College administrators, etc., will be responsible for confirming the existence of a significant emergency or dangerous situation.

Upon confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus, the President or designee will, without delay, and taking into account the safety of the community, determine the content of the notification and initiate the notification system, unless issuing a notification will, in the professional judgment of responsible authorities, compromise efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency.

The President, or designee, will collaborate with Public Information and Marketing to craft the message that will be distributed via some or all of the systems described below to communicate the threat to the College community, or to the appropriate segment of the community, if the threat is limited to a particular building or segment of the population.

IECC will use the Emergency Alerts through the ReGroup System to communicate an immediate threat to the campus community. The Emergency Alerts will be delivered in the form of a text message and/or email to alert students and employees, within minutes, whenever a significant emergency or dangerous situation has occurred which may pose a potential threat. The Emergency Alerts will include instructions for taking appropriate actions. Individuals of the larger community have the opportunity to opt-in to receive the Emergency Alerts based on the College of their choice, by registering at www.iecc.edu/safety. Email

notifications can also be sent via the Student Portal to notify the entire College community of an ongoing threat.

Emergency Drills and/or Testing

Emergency drills and the testing/evaluation of emergency notifications and responses are conducted on an annual basis, involving the College community at each of the Colleges. The exercise and drill may be announced or unannounced and response and effectiveness will be evaluated and documented. IECC distributes its emergency response and evacuation procedures to appropriate College officials and all relevant agencies that may serve the College community in the event of an emergency, including but not limited to local law enforcement agencies, healthcare facilities, emergency management agencies, counseling centers, fire departments, etc. Emergency evacuation information and routes are posted in all facilities.

Agenda Item #6G

Policy 100.31 Preventing Sexual Misconduct (Revised)

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 16, 2021
RE: Preventing Sexual Misconduct Policy (100.31)

Administration recommends that the Preventing Sexual Misconduct Policy (100.31) be revised due to organizational changes within IECC. This recommendation has been reviewed and approved by the Cabinet.

I recommend the Board approve the revision of 100.31 Preventing Sexual Misconduct Policy.

Attachment

Preventing Sexual Misconduct Policy (100.31)

Date Adopted: July 19, 2016

Revised: October 18, 2016

Revised: January 17, 2017

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

Revised: December 12, 2017

Revised: August 18, 2020

Revised: XXXXXXXX, 2021 (Pending Approval)

I. Policy Statement

Illinois Eastern Community Colleges District #529 is committed to maintaining a safe and healthy educational and employment environment that is free from discrimination, harassment and other misconduct on the basis of sex, which includes sexual orientation and gender-related identity. The College prohibits all forms of sex-based misconduct, including but not limited to sex discrimination, sexual harassment, sexual violence, domestic violence, dating violence, and stalking. The College also prohibits discrimination and harassment on the basis of sex, sexual orientation, gender-related identity and expression, pregnancy, and parental status under its Nondiscrimination Policy (100.8).

It is the policy of Illinois Eastern Community Colleges to comply with Title IX of the *Education Amendments of 1972* ("Title IX"), the *Violence Against Women Reauthorization Act* ("VAWA"), Title VII of the *Civil Rights Act of 1964* ("Title VII"), the *Illinois Human Rights Act*, the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* ("Clery Act"), the *Preventing Sexual Violence in Higher Education Act*, and all other applicable laws and local ordinances regarding unlawful sex-based discrimination, harassment or other misconduct.

Individuals found to have engaged in prohibited sex-based misconduct will be subject to disciplinary action, up to and including termination and/or expulsion from the College.

II. Title IX Compliance

As required under Title IX, the College does not discriminate on the basis of sex in the education program or activity that it operates. This requirement not to discriminate extends to admission and employment.

The College has designated the Program Director of Grants and Compliance as the Title IX Coordinator, who is responsible for coordinating the College's efforts to comply with its responsibilities under Title IX. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be directed to the College's Title IX Coordinator, the Assistant Secretary for Civil Rights at the United States Department of Education, or both.

III. Retaliation Prohibited

Any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting sex discrimination, sexual harassment or other sex-based misconduct, or against any person cooperating in the investigation of allegations of sex-based misconduct (including testifying, assisting or participating in any manner in an investigation), is strictly prohibited.

IV. Implementing Procedures

The College will establish, maintain and publish procedures implementing this Policy, which set forth:

- The scope and jurisdiction of the College's prohibition on sex-based misconduct;
- Definitions of prohibited conduct;
- Responsibilities of and contact information for the College's Title IX Coordinator(s) and the Department of Human Resources;
- Options for assistance following an incident of sex-based discrimination, harassment or other misconduct;
- Procedures for reporting and confidentially disclosing alleged sex-based misconduct, including a mechanism for reporting and independent review of allegations against one elected official by another elected official;
- The College's response to reports of alleged sex-based misconduct;
- The College's grievance process for complaints alleging Title IX sexual harassment and/or alleging sexual violence, domestic violence, dating violence, or stalking;
- Prevention and education programming provided to College students; and
- Training and education provided to the Title IX Coordinator, ~~Deputy Title IX Coordinator~~, Title IX investigators, and anyone else involved in the receipt of reports of, responding to, investigating or adjudicating alleged incidents of sexual discrimination, harassment or other misconduct, or involved in the referral or provision of services to survivors.

Agenda Item #6H

Policy 400.22 Salary Basis Policy (Revised)

MEMORANDUM

To: Board of Trustees
From: Ryan Gower
Date: February 16, 2021
Re: Salary Basis Policy

The Fair Labor Standards Act, (FLSA) requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half and the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides exemptions from both minimum wage and overtime pay for employees. This policy was updated by the U.S. Department of Labor on January 1, 2020.

I recommend the Board waive the second reading and approve the policy updates to reflect the federally required salary basis requirement and exemptions.

HUMAN RESOURCES – 400

Salary Basis Policy (400.22)

Date Adopted: October 19, 2004

Revised: November 15, 2016

Revised: February 16, 2021 (Pending Board Approval)

The Fair Labor Standards Act (FLSA) requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. These exemptions are often called the “white-collar” or “EAP” exemptions. To qualify for exemption, employees generally must meet specific tests regarding their job duties, and be paid on a salary basis at not less than ~~\$913~~ \$684 per week. Job titles alone do not determine exempt status. An employee’s specific job duties and salary must meet all the requirements of the Department’s regulations for the exemption to apply.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than ~~\$913~~ \$684 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, ~~select administrative, academic or athletic employees~~ and employees practicing law or medicine, as outlined by the Department of Labor.

Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee’s predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a “salary basis.” If the exempt employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Employers may use nondiscretionary bonuses and incentive payments (including commissions) paid on an annual or more frequent basis, to satisfy up to 10 percent of the standard salary level. Additionally, if after the 52-week period, the employer has not met its financial obligation, the employer can make a final “catch-up” payment within one pay period after the end of the 52-week period to bring an employee’s compensation up to the required level. Any such catch-up payment will count only toward the prior year’s salary amount and not toward the salary amount in the year in which it is paid.

Circumstances in Which Deductions May be Made from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deductions is made in accordance with a bona fide plan, policy or practice or providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, the employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

Policy on Improper Deductions

It is our policy to comply with the salary basis requirements of the FLSA. Supervisors are prohibited from making any improper deductions from the salaries of exempt employees. Employees should be aware of this policy. Illinois Eastern Community Colleges does not allow deductions that violate the FLSA.

What To Do If An Improper Deduction Occurs

Employees, who believe that an improper deduction has been made to his/her salary, should immediately report this to the District Director of Human Resources.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly paid for any improper deduction.

Agenda Item #7

Policy Second Reading

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Carle Foundation Affiliation Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 16, 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 Carle Foundation located in Olney, Illinois.

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

RG/sc

Attachments

CLINICAL AFFILIATION AGREEMENT

This **CLINICAL AFFILIATION AGREEMENT** (“Agreement”) is made and entered into on as of the date of the last signature below (“Effective Date”) by and between The Carle Foundation, and its affiliates and subsidiaries, including but not limited to those listed on Exhibit A (collectively referred to herein as “Carle”), each an Illinois not-for-profit corporation, and Illinois Eastern Community Colleges – Olney Central College, (“School”). Carle and School may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Carle is a not-for-profit integrated healthcare system whose charitable purposes include, among other things, (i) providing high quality, cost efficient and effective care to patients, and (ii) promoting the training of individuals interested in a career in healthcare;

WHEREAS, as part of its academic curriculum, School wishes to provide its students (referred to herein as “Student” or collectively “Students”) a clinical education experience for its program(s) listed in Exhibit A;

WHEREAS, Carle maintains facilities suitable for the programs listed in Exhibit A and in furtherance of its mission wishes to assist School in placement of its Students at Carle for a clinical education experience (“Placement”);

WHEREAS, Carle and School desire to enter into this Agreement pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the above mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: JOINT RESPONSIBILITIES

- 1.1 The Placement of Students will be cooperatively planned by the appropriate representatives of Carle and the School. Information regarding the number of Students to be assigned, the dates of assignment, and specific experience to be provided (including the proposed clinical areas and patient service facilities to be used by the Student and the type and extent of patient care the Student participates in) shall be planned jointly and agreed upon by School and Carle. Placement of Students is not guaranteed and will always depend on staff, space and availability.
- 1.2 Periodic meetings will be held to review and evaluate the Placement, and to attempt to resolve specific problems, which may interfere with the objectives of the Placement.
- 1.3 Problems arising with respect to Student shall be resolved jointly by Carle, School and the Student. Pending resolution of such problems, Carle may, at any time, restrict such Student activities where it deems necessary for patient welfare, or the Student breaches Carle’s rules and regulations.

- 1.4 School will arrange the clinical education program's schedule and Student's Placement in cooperation with Carle.
- 1.5 Neither Carle nor School shall be compensated by the other as a result of this Agreement.

ARTICLE II: SCHOOL RESPONSIBILITIES

- 2.1 School will have total responsibility for academically preparing the Students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to a Placement. School shall be responsible for assigning a Student to a Placement at Carle. School shall inform Carle as to curriculum and sequence and shall be advised of all courses and other clinical experiences of each Student. For a Placement at Carle, School is responsible for providing the Students with clear objectives and a plan of study and Carle will not be responsible for developing this plan.
- 2.2 School will appoint a representative to act as a coordinator of the Placement and to act as a liaison between Carle, School and the Student(s) in such matters as assignment and coordination of the Placement and administrative operations.
- 2.3 School will instruct Students to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 2.4 School will provide Carle with forms, protocol and guidelines for evaluation of Student Placement and performance, and its policy regarding student absences during a clinical Placement. School will ensure that each Student completes a criminal background check and the standard immunizations (including Varicella, Tdap, TB and Hep B) prior to his/her Placement at any of Carle's facilities and shall otherwise meet all health standards required by School and Carle. These items must be available and provided to Carle upon request.
- 2.5 School shall inform Students that Carle is a drug free workplace and to comply with Carle's drug free workplace policies and procedures. Moreover, Students are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. Section 812. By way of example, these controlled substances include marijuana or cannabis, ascocaine, crack, PCP, heroin, morphine, LSD, and any prescription drugs obtained illegally.
- 2.6 School will give advance notice to Carle of any site visits by any accrediting agencies involved with the clinical education program. Carle has the right to refuse on-site visits according to its policies and procedures; provided however, that Carle will not unreasonably withhold consent to on-site visits.

- 2.7 School will provide each Student with an instructor, who is a School employee, to whom he/she is responsible during the Placement. The instructor will have the following duties, which may be delegated to other appropriate individuals:
- 2.7.1 demonstrating a concern for the educational development of the Student;
 - 2.7.2 providing a planned program for the Placement, established in cooperation with the Student's need and interests;
 - 2.7.3 evaluating the Student's performance during the Placement; and
 - 2.7.4 meeting with the appropriate Carle staff to discuss the Student's progress.
- 2.8 In the event that faculty from the School are on-site at Carle, School shall instruct faculty to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to HIPAA. Carle reserves the right to terminate, refuse access or otherwise restrict activities of such School faculty member from the Placement at any time for the interest of the safety and well-being of its patients and staff and for breaching Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 2.9 The Student(s) and School are and will remain at all times during the term of this Agreement included as named insureds or additional insureds under the School's insurance program, providing general liability coverage in reasonable limits and professional liability coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate limit for liability arising out of the negligence of its Students during their Placement at Carle. Such insurance shall be obtained from a reputable insurance company or may be provided through a self-insurance program or combination thereof. School agrees to provide Carle with thirty (30) days prior written notification, or as soon as possible if notice is received less than thirty (30) days before the effective date, of the cancellation, nonrenewable, or material change of any liability insurance policy required by this Agreement. A Certificate of Insurance evidencing such coverage shall be furnished to The Carle Foundation, Office of Contracts Management, 611 West Park Street, Urbana, IL 61801 prior to commencement of the Placement.
- 2.10 To the extent permitted by law and without waiving any defenses, School agrees to indemnify, defend, and hold harmless Carle, its officers, directors, employees, and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by the School, its Student(s), or its faculty including, but not limited to, any fines, awards, damages, expenses or reasonable attorneys' fees that may be incurred in connection with such Claims. This provision will survive the termination of this Agreement.
- 2.11 School warrants that its Student(s) are in good academic standing and moral character and it has performed any required security checks according to its policies.

- 2.12 If there is any reasonable expectation that the School will require Students to conduct research or to become involved in research activities, then School will notify Carle's Research Department immediately. School warrants that it will not require its Students to conduct research or become involved with research activities unless it has complied with all requirements as set forth by Carle's Research Department and the Carle Institutional Review Board. Moreover, if research activities are required, School shall ensure that the liability insurance provided to Students covers the research activities and School shall provide to Carle evidence of such coverage.

ARTICLE III: CARLE RESPONSIBILITIES

- 3.1 Carle agrees to provide the Student with access to its clinical facilities as appropriate for the Placement. In addition, Carle agrees to provide Students access to available education and instructional material within its library.
- 3.2 Students are to not participate in patient care except as identified for educational value as part of the jointly planned Placement, all under the supervision of a professional practitioner who is a member of Carle's staff. Students will be identified as such to all patients and will not participate in patient care if the patient objects.
- 3.3 It is understood that the Placement will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of Carle. Carle, at its sole discretion, may refuse access to its clinical areas or otherwise restrict activities of the Student when deemed necessary or desirable for patient care and welfare, or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures. Consistent with the foregoing, attending physicians retain the right to refuse any Student authorization to engage in direct patient care activities.
- 3.4 Carle reserves the right to terminate the Student from Carle's clinical site at any time and for any reason related to the Student's performance at Carle in the interest of the safety and well-being of its patients and staff or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures, including but not limited to those related to confidentiality of patients and employees, and Carle's drug free workplace policy. Prior to such termination, Carle shall consult with appropriate School representative and the Student at issue.
- 3.5 Carle maintains the right to refuse Student Placements based on the ability to provide an appropriate preceptor, space/volume issues.
- 3.6 All records kept by Carle relating to a Student's performance during the Placement, except for those containing a patient's protected health information, shall be made available to the Parties hereto and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g).

- 3.7 Carle will, at commencement of a Student's Placement, provide the Student with an orientation as to Carle's rules, regulations and policies, as well as standards and practices relevant to the Placement as Carle deems necessary.

ARTICLE IV: STUDENT RESPONSIBILITIES

The School will review the following responsibilities with the Student prior to Placement:

- 4.1 The Student must follow the policies, procedures, rules and regulations established by Carle during his/her Placement at Carle.
- 4.2 The Student will be responsible to obtain individual proof of immunizations and a background check and submit to his/her School prior to commencement of the Placement.
- 4.3 The Student will provide his/her own health insurance coverage for the period of the Placement. The Student will be financially responsible for any medical care including, but not limited to, emergency outpatient care, he/she receives at Carle.
- 4.4 The Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while on Carle premises prior to Placement.
- 4.5 The Student will complete the required HIPAA training and any other training required by Carle for the Placement including a job description acknowledgment prior to commencing his/her Placement.

ARTICLE V: CONFIDENTIALITY

- 5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.2 Confidential information includes, but is not limited to, any information identified by either Party as "confidential" or "proprietary", or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.

- 5.3 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. (“HIPAA”), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “PHI”), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students’ role in relation to the use and disclosure of Carle’s PHI, it is understood that each Student are considered a member of Carle’s “workforce” as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under HIPAA. As such, a Business Associate Agreement is not required. Provided, however, that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

ARTICLE VI: TERMINATION

- 6.1 This Agreement shall commence on the Effective Date and will remain in effect for a period of three (3) years unless otherwise terminated as provided herein.
- 6.2 This Agreement shall be terminated on the occurrence of any of the following events:
- 6.2.1 Termination for Cause. This Agreement may be terminated for cause, if a Party commits a material breach of this Agreement and if such breach is not cured within ten (10) days after written notice of the breach.
- 6.2.2 Termination Without Cause. This Agreement may be terminated without cause, and for any reason, by providing the other Party thirty (30) days’ written notice prior to the end of the academic term of the School.
- 6.3 Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination. Provided, however, that in the event that this Agreement is terminated, Students who are participating in a Placement at the time of termination shall be allowed to complete his/her rotation under the terms and conditions set forth in this Agreement.

ARTICLE VII: GENERAL PROVISIONS

- 7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and Students are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.
- 7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.
- 7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") have not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.

- 7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 7.7 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.
- 7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.
- 7.11 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

<p>School: ILLINOIS EASTERN COMMUNITY COLLEGES 213 Chestnut Street Olney, IL 62450 Attn: A. Maglone</p> <p>With a Copy To: Olney Central College 305 N. West Street Olney, IL 62450 Attn: Dr. Theresa Marcotte</p>	<p>Carle: THE CARLE FOUNDATION Human Resources 611 West Park Street Urbana, IL 61801 Attn: HR Workforce Specialist</p> <p>With a Copy To: Carle Richland Memorial Hospital 800 E. Locust Street Olney, IL 62450</p>
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Associate Dean of Nursing and Allied Health	Attn: Corporate Compliance, Accreditation & Risk Manager
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- 7.12 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.
- 7.13 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.
- 7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 7.16 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- 7.17 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, the Parties, through their duly authorized officers, accept the above terms effective the day and year first above written.

The Carle Foundation

Illinois Eastern Community Colleges

Signature: _____

Signature: _____

Name: _____

Name: Dr. G. Andrew Fischer

Title: _____

Title: Chairman IECC Board of Trustees

Date: _____

Date: _____

Signature: _____

Name: Dr. Ryan Gower

Title: Chancellor

Date: _____

EXHIBIT A

Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopeston Community Memorial Hospital d/b/a Carle Hoopeston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital
- Champaign Surgery Center
- Arrow Ambulance, LLC
- Carle West Physician Group
- Carle BroMenn Medical Center
- Carle Eureka Hospital

Specific programs Covered by this Agreement for Placement:

(i.e. degree programs for disciplines such as Associate RN, RN, Pharmacy, PA, OT/PT, etc.)

Associate Degree Nursing

Radiography

Agenda Item #8B

Procedure 100.31 Preventing Sexual Misconduct (Revised)

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 16, 2021
RE: Preventing Sexual Misconduct Procedure (100.31)

Administration recommends that the Preventing Sexual Misconduct Policy (100.31) be updated due to recent organizational changes. This recommendation has been reviewed and approved by the Cabinet.

I recommend the Board approve the revision of 100.31 Preventing Sexual Misconduct Procedure.

Attachment

100.31 Preventing Sexual Misconduct

Revised Date: 09-15-20

Revised Date: 2-16-2021 (Pending Board Approval)

IECC PREVENTING SEXUAL MISCONDUCT PROCEDURE

I. Purpose

Illinois Eastern Community Colleges District #529 is committed to maintaining a safe and healthy educational and employment environment that is free from discrimination, harassment, and misconduct on the basis of sex, which includes sexual orientation or gender-related identity. The purpose of this procedure is to implement IECC’s Preventing Sexual Misconduct Policy 100.31 and Nondiscrimination Policy 100.8, ensure a safe and healthy educational and employment environment, and meet legal requirements in accordance with: Title IX of the *Education Amendments of 1972* (“Title IX”), which prohibits discrimination on the basis of sex in IECC’s education programs or activities; relevant sections of the *Violence Against Women Reauthorization Act* (“VAWA”); Title VII of the *Civil Rights Act of 1964* (“Title VII”), which prohibits discrimination on the basis of sex in employment; relevant sections of the *Illinois Human Rights Act*, which prohibits discrimination on the basis of sex or sexual orientation, including gender-related identity; the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* (“Clery Act”), which requires timely warning to the community of certain immediate threats; the *Preventing Sexual Violence in Higher Education Act*; and other applicable law and local ordinances.

IECC has an affirmative duty to take immediate and appropriate action once it knows or its administration should know of an act of sex-based discrimination, sexual harassment or other sex-based misconduct in any of its educational or employment programs or activities. IECC will promptly and thoroughly investigate any complaints of sexual discrimination, harassment and/or misconduct as set forth below.

II. Jurisdiction

IECC’s Preventing Sexual Misconduct Policy and this procedure applies to students, faculty, staff, appointees, or third parties, regardless of sexual orientation or gender-identity, whenever the misconduct occurs:

- A. On IECC property; or
- B. Off IECC property if:

1. The conduct was in connection with an IECC College or an IECC College-recognized program or activity; or
2. The conduct may have the effect of creating a hostile environment for a member of an IECC College community.

III. Scope

This Procedure governs sex-based misconduct in various forms, many of which may trigger legal obligations under one or more state and federal laws. In no case does the inapplicability of a particular legal framework require IECC not to address an act of misconduct falling within the scope of this procedure.

Sections I-VII and IX-X include provisions relevant to sex-based misconduct in all its forms.

Sections VI.A and VI.B address reporting for students and employees, respectively. Section VIII, which describes a grievance process with a required live hearing, applies only to formal Title IX complaints and complaints alleging sexual violence, domestic violence, dating violence or stalking.

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IV. Administration

A. Title IX Coordinator

Illinois Eastern Community Colleges has designated the Program Director of Grants and Compliance as the Title IX Coordinator. Contact information for the Title IX Coordinator is as follows:

Libby McVicker
Illinois Eastern Community Colleges
320 East North Avenue
Noble, IL 62868
Telephone: (618) 393-3491
Email: mcvickero@iecc.edu

Responsibilities of the Title IX Coordinator(s) include, but are not limited to:

- Overseeing IECC's response to all Title IX reports and complaints and identifying and addressing any patterns or systemic problems revealed by such reports or complaints.
- Being informed of all reports and complaints raising Title IX issues, including those initially filed with another individual or office or if the investigation will be conducted by another individual or office.

- Conducting and/or assigning Title IX investigations, including the investigation of facts relative to a complaint.
 - With respect to Title IX complaints that relate to an IECC employee as the complainant or as the respondent, the Title IX Coordinator(s) will partner with the Department of Human Resources to manage the investigation into the allegations and recommend any appropriate sanctions against an employee.
 - The Title IX Coordinator must not be the decision-maker for a determination of responsibility in response to a formal Title IX complaint of sexual harassment.
- Coordinating any appropriate supportive measures and ensuring the effective implementation of any remedies.
- Ensuring that appropriate policies and procedures are in place for working with law enforcement and coordinating services with local victim advocacy organizations and services providers, including rape crisis centers.
- Ensuring that adequate training is provided to students, faculty, and staff on Title IX issues.
- Monitoring students' participation in athletics and across academic fields to ensure that sex discrimination is not causing any disproportionate enrollment based on sex or otherwise negatively affecting a student's access to equal educational opportunities.
- Developing a method to survey the school climate and coordinating the collection and analysis of information from that survey.
- Promoting an educational and employment environment which is free of sex discrimination and gender bias.

Inquiries concerning the application of Title IX may be referred to the Title IX Coordinator(s) or to the Assistant Secretary for Civil Rights at the United States Department of Education:

Office for Civil Rights, Chicago Office
 U.S. Department of Education
 Citigroup Center
 500 W. Madison Street, Suite 1475
 Chicago, IL 60661-4544
 Telephone: (312) 730-1560
 Email: OCR.Chicago@ed.gov

B. IECC Department of Human Resources

The IECC Department of Human Resources will partner with the Title IX Coordinator with respect to any complaints of sex-based misconduct that involve an IECC employee as the complainant or as the respondent. For any such complaints that involve an IECC employee as the respondent and fall outside the scope of Title IX, the IECC Department of Human Resources will manage the investigation into the allegations and issue a decision and any appropriate sanction(s).

For complaints of sex-based misconduct that involve an IECC employee as the respondent, investigatory and disciplinary procedures required by any applicable collective bargaining agreement will apply in addition to this procedure.

V. Options for Assistance Following an Incident of Sex-Based Discrimination, Harassment or Misconduct

A. Emergency Response

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

B. Off-Campus Health Care Options

The following local health, mental health, counseling, and advocacy services are available for victims. At a victim's request, IECC Title IX Coordinator ~~or a Deputy Title IX Coordinator~~ (identified in Appendix B) can assist victims in accessing these services.

1. IECC Employee Assistance Program 1-855-775-4357 or <https://rsli.acieap.com/>
2. Illinois Coalition Against Sexual Assault: 217-753-4117 or www.icasa.org
3. National Sexual Assault Hotline: 800-656-HOPE (4673);
<https://www.rainn.org/get-help/national-sexual-assault-hotline>
4. National Domestic Violence Help Line: 877-TO END DV (877-863-6338);
[http://www.cityofchicago.org/dam/city/depts/fss/supp_info/DV/MODVsafteycard English.pdf](http://www.cityofchicago.org/dam/city/depts/fss/supp_info/DV/MODVsafteycard%20English.pdf)
5. AARDVARC – An Abuse, Rape and Domestic Violence Aid and Resource Collection at www.aardvarc.org
6. The Illinois Coalition Against Domestic Violence: 217-789-2830;
http://www.ilcadv.org/about_icadv/contact.asp
7. Illinois Attorney General's Office: 1-800-228-3368; www.ag.state.il.us/victims/
8. Illinois Crime Victims Bill of Rights 725 ILCS 120-1:
<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1970&ChapterID=54>

- a. Illinois Crime Victims Compensation Program: 800-228-3368;
<http://www.ag.state.il.us/victims/cvc.html>
- b. Illinois Department of Children and Family Services: 800-25-ABUSE (800-252-2873); <http://www.state.il.us/dcfs/index.shtml>

<u>Frontier Community</u>	<u>Lincoln Trail</u>	<u>Olney Central</u>	<u>Wabash Valley</u>
Fairfield Police 911	Robinson Police 911	Olney Police 911	Mt. Carmel Police 911
Wayne Co. Sheriff 618-842-6631	Crawford Co. Sheriff 618-546-1515	Richland Co. Sheriff 618-395-7481	Wabash Co. Sheriff 618-262-4186
*Fairfield Memorial Hospital 303 NW 11 th Street Fairfield, IL 62837-2601 618-842-2611	*Crawford Memorial Hospital 1000 N Allen Street Robinson, IL 62454 618-544-3131	*Carle Richland Memorial Hosp. 800 E. Locust Street Olney, IL 62450 618-395-2131	*Wabash General Hospital 1418 College Drive Mt. Carmel, IL 62863 618-262-8621
SAFE 618-316-7017	CAISA Olney 618-879-2130 Robinson 618-544-9379	CAISA Olney 618-879-2130 Robinson 618-544-9379	CAISA Olney 618-879-2130 Robinson 618-544-9379
Egyptian Behavior Health (Fairfield Office) 618-516-5326	Lawrence County Health Dept. 618-943-3302	Jasper County Behavioral Health (Olney Office) 618-783-4154	Depot Counseling Regular Hours 618-263-4970

**Indicates health care options which provide medical forensic services (rape kits) and/or Sexual Assault Nurse Examiners at no cost, pursuant to the Sexual Assault Survivors Emergency Treatment Act (410 ILCS 70).*

Seeking medical treatment also serves to preserve physical evidence of sexual violence.

Off-campus health care providers will generally maintain confidentiality and not share information with IECC unless the reporting person requests the disclosure and signs a consent or waiver form. Note, however, that while these health care providers may maintain a reporting person's confidentiality vis-à-vis IECC, they may have other reporting obligations under State law.

C. State of Illinois Sexual Harassment and Discrimination Helpline

The Illinois Department of Human Rights has established a helpline for individuals to obtain information about their reporting options and referrals to other resources. The helpline is available Monday through Friday, from 8:30 a.m. to 5:00 p.m., at (877) 236-7703.

VI. Making a Report of Alleged Sex-Based Misconduct

Any student, employee, or community member who wishes to avail himself or herself of this procedure may do so by making a report to any Responsible Employee, as defined below. Detailed information concerning student and employee reporting is as follows.

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A. Student Reporting

Illinois Eastern Community Colleges encourages students who have experienced sex-based misconduct to talk with someone about what happened so that they can get the support they need and so that IECC can respond appropriately. Different employees on campus have different reporting obligations with regard to alleged sex-based misconduct. Some IECC employees (referred to as “Responsible Employees”) are required to report all incidents of sex-based misconduct to the Title IX Coordinator, including the identities of the persons involved in the incident. While only designated Responsible Employees are required to report all incidents of sex-based misconduct to the Title IX Coordinator, all members of the IECC community (including students) are encouraged to report such incidents to the Title IX Coordinator.

The various reporting options available are set forth in further detail below. Regardless of to whom a report is made, IECC will provide the person alleged to be the victim, if identified, with concise information, written in plain language, of the person's rights and options pursuant to this procedure.

Immunity for Good-Faith Reporting: Students who in good faith report an alleged violation of IECC's Policy Preventing Sexual Misconduct will be granted immunity and will not receive a disciplinary sanction for a student conduct violation (such as underage drinking) revealed during the course of reporting. Immunity will not be provided for

student conduct violations which IECC determines are egregious, including without limitation misconduct which places the health or safety of another person at risk.

1. Student Reporting to the Title IX Coordinator

Students are encouraged to report alleged incidents of sex-based misconduct to the Title IX Coordinator directly. IECC's Title IX Coordinator is:

Libby McVicker, Program Director of Grants and Compliance
Address: 320 East North Avenue, Noble, IL 62868
Telephone: 618-393-3491
Email: mcvickero@iecc.edu

2. Student Reporting to Responsible Employees

A Responsible Employee, as defined in Appendix A, must report to the Title IX Coordinator all relevant details about an alleged incident of sex-based misconduct shared by a student, including the date, time and specific location of the alleged incident, and the names of all involved individuals. To the extent possible, information shared with a Responsible Employee will be disclosed only to the Title IX Coordinator and/or those individuals responsible for handling IECC's response to the report.

The following categories of employees are IECC's Responsible Employees:

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

Before a student reveals any information to a Responsible Employee, the employee should ensure that the student understands the employee's reporting obligations. If the student wants to make a confidential report, the Responsible Employee should direct the student to the confidential resources listed in Section VI.A.3 below.

If the student wants to tell the Responsible Employee what happened, but also maintain confidentiality, the employee should tell the student that IECC will consider the request, but that IECC cannot guarantee it will be able to honor it. In reporting the details of the incident to the Title IX Coordinator, the Responsible Employee will also inform the Title IX Coordinator of the student's request for confidentiality.

3. Confidential Reporting

Students who wish to confidentially report an incident of sex-based misconduct may make a confidential report to:

*CAISA (serving Lincoln Trail, Olney Central, and Wabash Valley)

Olney Office 618-879-2130

Robinson Office 618- 544-9379

After-Hours Crisis Hotline: 866-
288-4888

*SAFE (serving Frontier Community)

Mt. Vernon, IL Office 618-316-7017

After-Hours Crisis Hotline: 800-625-
1414

The individuals in this list are Confidential Advisors, as defined in Appendix A. Professional, licensed counselors who provide mental health counseling to students (including counselors who act in that role under the supervision of a licensed counselor) are not required to report any information about an alleged incident to the Title IX Coordinator without a student's permission.

Note: While the individuals listed above may maintain a student's confidentiality vis-à-vis IECC, they may have reporting or other obligations under State law. Any IECC employee who suspects or receives knowledge that a minor student may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability, is required to: 1) immediately report or cause a report to be made to the Illinois Department of Children and Family Services (DCFS) on its Child Abuse Hotline; and 2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office.

Also Note: If IECC determines that a person alleged to be the perpetrator of sexual misconduct poses a serious and immediate threat to the IECC community, Administration may be called upon to issue a timely warning to IECC community. Any such warning will not include any information that identifies the person alleged to be the victim.

4. Electronic and/or Anonymous Reporting

IECC maintains an online system for electronic reporting. The reporter may choose to provide his/her identity or may choose to report anonymously. The system will notify the user, before he/she enters information, that entering personally identifying information may serve as notice to IECC for the purpose of triggering an investigation. Anonymous reports can be filed at www.iecc.edu/titleix. Where a reporter chooses to provide his/her identity and contact information, IECC will respond to the reporter within 12 hours.

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5. Note Regarding Student Participation in Public Awareness Events

Public awareness events such as “Take Back the Night,” the Clothesline Project, candlelight vigils, protests, “survivor speak outs” or other forums in which students disclose incidents are not considered notice to IECC of sex-based discrimination, harassment, or misconduct for purposes of triggering an obligation to investigate any particular incident(s). Such events may, however, inform the need for campus-wide education and prevention efforts, and the district will provide information about students’ rights at these events.

B. Employee Reporting

1. Alleged Sex-Based Misconduct of a Student

In addition to the reporting requirements for Responsible Employees (see Section VI.A), all IECC employees who have information regarding sex-based misconduct of a student should report it to the Title IX Coordinator or any Responsible Employee.

2. Alleged Sex-Based Misconduct of an Employee

An employee should notify the Title IX Coordinator or the Director of Human Resources if he or she believes that IECC or a member of the IECC community has

engaged in sex discrimination, sexual harassment, or other sex-based misconduct in violation of IECC’s Preventing Sexual Misconduct Policy or Nondiscrimination Policy.

C. Board Member Reporting

Members of IECC’s Board of Trustees and other elected officials should promptly report claims of sex-based misconduct against a Board member. Board members and elected officials should report claims of sex-based misconduct against a Board member to the Board Chair or Chancellor. If the report is made to the Chancellor, the Chancellor shall promptly notify the Board Chair, or if the Board Chair is the subject of the complaint, the Board Vice Chair. When a complaint of sex-based misconduct is made against a member of the Board of Trustees, the Board Chair shall consult with legal counsel for IECC to arrange for an independent review of the allegations. If the allegations concern the Board Chair, or the Board Chair is a witness or otherwise conflicted, the Board Vice Chair shall so consult with legal counsel. If the allegations concern both the Board Chair and the Board Vice Chair, and/or they are witnesses or otherwise conflicted, the Board Secretary shall so consult with legal counsel. The investigator shall prepare a written report and submit it to the Board.

VII. IECC Response to Reports of Alleged Sex Discrimination, Harassment or Other Misconduct

A. Processing of Report

Upon receipt of a report, the Title IX Coordinator will analyze the report to determine the appropriate method for processing and reviewing it.

For any report alleging sexual harassment, as defined under Title IX, and/or alleging sexual violence, domestic violence, dating violence or stalking pursuant to the *Preventing Sexual Violence in Higher Education Act*, the Title IX Coordinator will promptly contact the person alleged to be the victim (hereinafter “complainant”) to:

1. Discuss the availability of supportive measures (see Section VII.B below);
2. Consider the complainant’s wishes with respect to supportive measures;

3. Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and

4. Explain to the complainant the process for filing a formal complaint.

B. Supportive Measures

Supportive measures (also referred to as “interim protective measures”) are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a complainant or respondent, irrespective of whether a formal complaint has been filed.

Examples of supportive measures that IECC may offer include, but are not limited to:

- Counseling and mental health support;
- Extensions of deadlines or other course-related adjustments;
- Leaves of absence;
- Changes to academic, living, dining, transportation and/or working schedules or situations;
- Increased security and monitoring of certain areas of campus;
- Issuance and enforcement of mutual campus no contact orders; and
- Enforcement of an order of protection or no contact order entered by a State civil or criminal court.

A report of alleged sex-based misconduct may also prompt IECC to consider broader remedial action, such as increased monitoring, supervision, or security at locations where the alleged incident occurred; increased education and prevention efforts, including to targeted population groups; the use of climate assessments and/or victimization surveys; and/or revisions to IECC’s policies and practices.

IECC will maintain as confidential any supportive measures provided to a complainant or respondent, to the extent that maintaining such confidentiality would not impair IECC’s ability to provide the supportive measures.

The Title IX Coordinator is responsible for coordinating IECC’s implementation of supportive measures.

C. Emergency Removals and/or Administrative Leave

Prior to initiating or completing the Grievance Process in response to a formal complaint, described further in Section VIII below, or in the absence of a formal complaint, IECC may remove a respondent from IECC’s education program or activity on an emergency basis. Where the alleged conduct, if proven, would constitute sexual harassment as defined under Title IX, IECC will effectuate an emergency removal only where IECC has determined, based on an individualized safety and risk analysis, that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In such cases, IECC will provide the

respondent with notice and an opportunity to challenge the decision immediately following the removal.

In addition, IECC may place an employee on administrative leave during the pendency of the Grievance Process in response to a formal complaint.

D. Clery Act Reporting Obligations

Pursuant to the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* (“Clery Act”), 20 U.S.C. § 1092(f), IECC will issue timely warnings to the campus community about crimes that have already occurred but may continue to pose a serious or ongoing threat to students and employees. The *Clery Act* also requires IECC to maintain a public crime log and publish an Annual Security Report (“ASR”) available to all current students and employees. The ASR documents three calendar years of select campus crime statistics (including statistics regarding incidents of dating

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violence, domestic violence, and stalking), security policies and procedures, and information on the basic rights guaranteed to victims of sexual assault.

VIII. Grievance Process for Complaints Alleging Title IX Sexual Harassment and/or Alleging Sexual Violence, Domestic Violence, Dating Violence or Stalking

For purposes of this Grievance Process, a formal complaint is a document filed by a complainant or signed by the Title IX Coordinator, alleging (a) sexual harassment in violation of Title IX and/or (b) sexual violence, domestic violence, dating violence or stalking in violation of the *Preventing Sexual Violence in Higher Education Act*; and requesting that IECC investigate the allegation. At the time of filing a formal complaint pursuant to this Grievance Process, the complainant must be participating in or attempting to participate in IECC’s education programs or activities, either as a student or an employee. Should a formal complaint be filed, the Title IX Coordinator will investigate the formal complaint or appoint a qualified person to undertake the investigation on his or her behalf.

IECC, as it deems appropriate, may extend the time provided in this Grievance Process to comply with a requirement and may postpone the scheduled date for any proceeding, meeting, or hearing, provided that the extended deadline or postponed date would not exceed a time limit required by law. If one of the parties requested the extension or postponement, it will be available on an equal basis to both parties.

A. Notice of Allegations

Within 10 business days after signing a formal complaint or receiving a formal complaint filed by a complainant, the Title IX Coordinator will provide written notice to the known parties of the following:

1. This Grievance Process, including the informal resolution process, where applicable.
2. The allegations potentially constituting sexual harassment under Title IX and/or sexual violence, domestic violence, dating violence or stalking under the *Preventing Sexual Violence in Higher Education Act*, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. That the parties may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including evidence upon which IECC does not intend to rely on in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence, whether obtained from a party or other source.
6. The IECC Student Code of Conduct provision(s) that prohibit knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of an investigation, IECC decides to investigate allegations that are not included in the initial written notice of allegations, the Title IX Coordinator will provide subsequent written notice of the additional allegations to all known parties.

B. Informal Resolution

At any time after receiving the initial notice of allegations (See Section VIII.A above), and prior to a determination regarding responsibility being reached, the complainant and respondent may request to participate in an informal resolution process. Informal resolution will only occur with both parties' voluntary, written consent. At any time prior to agreeing to a resolution, any party will have the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

Note: IECC does not permit informal resolution in cases involving acts by an IECC employee toward a student.

C. Consolidation of Formal Complaints

The Title IX Coordinator may consolidate formal complaints as to allegations against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual misconduct arise out of the same facts or circumstances.

D. Dismissal of Formal Complaints

If, during the course of an investigation or following an investigation into a formal complaint, the Title IX Coordinator or designated Investigator determines that the conduct alleged in the formal complaint would not constitute sexual harassment as defined in 34 C.F.R. § 106.30 (Title IX) even if proved, did not occur in IECC's education program or activity, or did not occur against a person in the United States, then the Title IX Coordinator will dismiss the formal complaint with regard to that conduct for purposes of Title IX. In cases where IECC determines that Title IX is not applicable, but IECC still intends to apply this Grievance Process to resolve the alleged misconduct, IECC will inform the parties that Title IX is inapplicable but that such Process will nevertheless be applied. In addition, dismissal of a formal complaint for purposes of Title IX does not preclude action under other IECC policies and procedures.

The Title IX Coordinator may dismiss a formal complaint, or any allegations therein, at any time during an investigation if: (1) the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; (2) the respondent is no longer enrolled or employed by IECC; or (3) specific circumstances prevent IECC from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal—either of a complaint altogether, or of a complaint for purposes of Title IX—the Title IX Coordinator or Investigator will promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties. Dismissal of a formal complaint under this process does not preclude action under other IECC policies and procedures.

E. Investigation of Formal Complaint

The Title IX Coordinator will appoint one or more trained investigators to undertake an investigation into a formal complaint. Throughout the investigation, the parties will be afforded an equal opportunity to present witnesses including fact and expert witnesses

and other inculpatory and exculpatory evidence. The Investigator will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. Any proceeding, meeting, or hearing held to resolve formal complaints pursuant to this Grievance Process will protect the privacy of the participating parties and witnesses.

Both parties will be afforded an opportunity to be accompanied to any meeting or proceeding by an advisor of their choice, who may be, but is not required to be, an attorney. The advisor's role is limited to providing support, guidance and/or advice, and to conducting cross-examination during the live hearing

(see Section VIII.F below). A party's advisor may not speak on behalf of the party during any meeting, interview, or hearing and must comply with all behavioral rules and expectations set forth in this procedure. If a party's advisor violates this procedure or engages in behavior that harasses, abuses, or intimidates a party, witness or individual resolving a complaint, that advisor may be prohibited from further participation.

When a party's participation is invited or expected at an investigative interview or other meeting, the Investigator will provide that party with written notice of the date, time, location, participants, and purpose of said interview or meeting at least three (3) business days prior to the interview or meeting.

At the conclusion of the investigation and prior to the Investigator's completion of his/her investigative report, the Investigator will send to each party (and the party's advisor, if any) the evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, [in electronic format / in hard copy]. The parties will have 10 business days to submit a written response to the evidence, which the Investigator will consider prior to completion of his/her investigative report.

After receiving and reviewing the parties' written responses, if any, the Investigator will create an investigative report that fairly summarizes the relevant evidence, and will forward a copy of his/her report to the Title IX Coordinator. Upon receipt of the Investigator's Report, the Title IX Coordinator will schedule a hearing. At least 10 business days prior to the hearing, the Title IX Coordinator will:

- (1) Provide both parties with written notice of the hearing date, time, location, participants (including the name of the appointed Hearing Officer) and purpose of the hearing; and
- (2) Send to each party (and the party's advisor, if any) the investigative report [in electronic format or hard copy] for their review and written response.

F. Hearings

A hearing will be conducted by a Hearing Officer appointed by IECC. Both parties will have the opportunity to request a substitution if the participation of the appointed Hearing Officer poses a conflict of interest. A party wishing to request a substitution must contact the Title IX Coordinator within three (3) business days after the party's receipt of the notice of hearing to make such a request.

At the request of either party, IECC will arrange for the live hearing to occur with the parties located in separate rooms, with technology enabling the Hearing Officer and parties to simultaneously see and hear the party or witness answering questions. A party wishing to request that the live hearing occur with the parties located in separate rooms must contact the Title IX Coordinator to request such an arrangement at least three (3) business days in advance of the hearing. IECC may conduct any live hearing virtually, with the participants in one or more separate geographical locations, and with technology enabling participants simultaneously to see and hear each other.

At the live hearing, each party's advisor will be permitted to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility. Such cross-examination will be conducted directly, orally, and in real time by the party's advisor of choice and may never be conducted by a party personally.

If a party does not have an advisor who is available to conduct cross-examination on behalf of that party at the live hearing, then IECC will provide the party with an advisor of IECC's choice, free of charge, to conduct cross-examination on behalf of that party. To invoke this right, the party must notify the Title IX Coordinator at least three (3) business days in advance of the hearing that the party does not have an advisor to conduct cross-examination. A party who fails to notify IECC that he/she does not have an advisor within the required three (3) business day timeframe will waive the right to request that an advisor be appointed.

Only relevant questions, as determined by the Hearing Officer, may be asked of a party or witness. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant and will not be permitted, except where:

1. The questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant; or

2. The questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

If a party or witness does not submit to cross-examination at the live hearing, either due to absence from the hearing or due to the party's or witness's refusal to answer cross-examination or other questions, the Hearing Officer will not rely on any statement of that party or witness in reaching a determination regarding responsibility; however, the Hearing Officer will not draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

IECC will make all evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint available for the parties' inspection and review during the hearing. In addition, IECC will create an audio or audiovisual recording, or transcript, of the live hearing, which the Title IX Coordinator will make available to the parties for inspection and review upon request.

G. Determination Regarding Responsibility

Within ten (10) business days after the conclusion of the hearing, the Hearing Officer will make a decision regarding responsibility. The Hearing Officer will apply a preponderance of the evidence standard when determining responsibility. Within seven (7) business days of reaching his/her decision, the Hearing Officer will issue a written determination to both parties simultaneously. The written determination will include:

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 C.F.R. § 106.30 (Title IX) and/or constituting sexual violence, domestic violence, dating violence or stalking pursuant to the *Preventing Sexual Violence in Higher Education Act*;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of IECC Student Code of Conduct or other conduct standards to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions IECC imposes on the respondent, and whether remedies designed to restore or preserve equal access to IECC's education program or activity will be provided by IECC to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

H. Appeals

Both parties will have the right to appeal any determination regarding responsibility, and any dismissal of a formal complaint or allegations therein, to the Chancellor or designee. An appeal must be based on one or more of the following grounds:

1. A procedural irregularity occurred;
2. New evidence or information exists that could affect the outcome of the matter;
3. The Title IX Coordinator, Investigator or Hearing Officer had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that affected the outcome of the matter; and/or
4. The sanction is disproportionate with the violation.

A party who wishes to appeal a determination regarding responsibility or a dismissal of a formal complaint or allegations therein must submit a written appeal request to the Title IX Coordinator within seven (7) business days of the party's receipt of the written determination or written dismissal notice. The written appeal request must identify the ground(s) on which the party seeks to appeal the determination or dismissal.

Within seven (7) business days of the Title IX Coordinator's receipt of an appeal request, the Title IX Coordinator will forward the appeal request to the Chancellor or designee and will notify the other party in writing that an appeal has been filed. Before reaching a determination regarding the appeal, the Chancellor will afford both parties an equal opportunity to submit a statement in support of, or challenging, the determination or responsibility or dismissal that is the subject of the appeal. Within seven (7) business days after the Chancellor or designee has concluded his/her review of the appeal, the Chancellor or designee will issue a written decision simultaneously to both parties, describing the outcome of the appeal and the rationale for the outcome. The Chancellor's or designee's decision is final.

IX. Prevention and Education for Students

IECC will review on an ongoing basis, its sexual discrimination, harassment and misconduct prevention and education programming to ensure students and employees are provided substantive opportunities to learn about sexual discrimination, harassment and misconduct, including primary prevention, bystander intervention, risk reduction, consent, reporting

methods, relevant IECC policies and procedures, retaliation, survivor-centered and trauma-informed response, relevant definitions, and other pertinent topics.

IECC, in conjunction with its task force established pursuant to the Campus Security Enhancement Act of 2008 (110 ILCS 12/10), will annually review its prevention and education offerings to identify ways in which to enhance its effectiveness.

X. Training

The Title IX Coordinator, ~~Deputy Title IX Coordinators~~, Sexual Misconduct Investigators, Hearing Officers, Appeal Authorities, Campus Security Authorities, and anyone else involved in the receipt of reports of, responding to, investigating or adjudicating alleged incidents of sexual discrimination, harassment or other misconduct, or involved in the referral or provision of services to survivors receive annual education and training on primary prevention, bystander intervention, risk reduction, consent, reporting obligations, investigation procedures, confidentiality requirements, relevant IECC policies and procedures, retaliation, survivor-centered and trauma-informed response, relevant definitions, and other pertinent topics.

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In addition to the above training, individuals who investigate or resolve complaints, including through informal resolutions, receive at least 8-10 hours of annual training on issues related to *Preventing Sexual Violence in Higher Education Act* offenses including sexual violence, domestic violence, dating violence, and stalking; the scope of IECC's education program or activity; the Title IX and IECC definitions of sexual harassment; how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and how to conduct IECC's Grievance Process outlined in Section VIII, above. Decision-makers, in particular, receive training on any technology to be used at live hearings and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators in particular receive training on issues of relevance so as to enable them to create an investigative report that fairly summarizes relevant evidence.

All Confidential Advisors receive 40 hours of training on sexual violence before being designated a Confidential Advisor. Annually thereafter, Confidential Advisors attend a minimum of six (6) hours of ongoing educational training on issues related to sexual violence. Confidential Advisors also receive periodic training on IECC administrative process, interim protective measures and accommodations, and IECC's Grievance Process pursuant to Section VIII above.

IECC, in conjunction with its task force established pursuant to the *Campus Security Enhancement Act of 2008* (110 ILCS 12/10), will annually review its training offerings to identify ways in which to enhance its effectiveness.

Any materials used to train the Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution process, will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

APPENDIX A**Definitions for IECC’s Preventing Sexual Misconduct Procedure**

- A. Bystander Intervention:** see Section 5 of the *Preventing Sexual Violence in Higher Education Act*, [110 ILCS 155/5](#).
- B. Complainant:** an individual who is alleged to be the victim of conduct that could constitute sex-based misconduct.
- C. Confidential Advisor:** a person who has received up to 40 hours of training previously and 6 hours of ongoing training annually and is contracted by IECC to provide emergency and ongoing support to student survivors of sexual violence. Confidential Advisors include persons employed by a community-based sexual assault crisis center (CAISA or SAFE) with whom IECC partners. Confidential Advisors are not required to report any information about an incident to the Title IX Coordinator without a victim's permission. Individuals designated as “Responsible Employees” in Section VI of this procedure are not Confidential Advisors.
- D. Consent:** knowing and voluntary agreement to engage in sexual activity. Coercion, force, or the threat of either invalidates consent. Consent may not be inferred from silence, passivity, or a lack of verbal or physical resistance. A person’s manner of dress does not constitute consent. Past consent to sexual activities does not imply ongoing or future consent. Consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another person. Consent may be withdrawn at any time. A person cannot consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following: 1) the person is incapacitated due to the use or influence of alcohol or drugs; 2) the person is asleep or unconscious; 3) the person is under age; or 4) the person is incapacitated due to a mental disability.
- E. Dating Violence:** violence committed by a person: 1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2) where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- F. Domestic Violence:** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Illinois, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the State of Illinois.
- G. Education Program or Activity:** a location, event, or circumstance over which IECC exercised substantial control over both the respondent and the context in which the sex-based misconduct

occurs, and also includes any building owned or controlled by a student organization that is officially recognized by IECC.

- H. Hate Crime:** an act or an attempted act that violates a criminal statute by any person that in any way constitutes an expression of hostility toward the victim because of his or her sex, race, ethnicity, religion, age, disability, national origin, sexual orientation, or gender-related identity, color, marital status, military status, or unfavorable military discharge.

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- I. Hostile Environment Caused by Sexual Harassment:** a sexually harassing hostile environment is created when conduct by an individual is so severe, pervasive, or persistent that it denies or limits an individual's ability to participate in or receive the benefits, services, or opportunities of IECC's educational programs or activities or the individual's employment access, benefits or opportunities. In determining whether a hostile environment has been created, the conduct in question will be considered from both a subjective and an objective perspective of a reasonable person in the alleged victim's position, considering all the circumstances.
- J. Incapacitation:** when a person is incapable of giving consent due to the person's age, use of drugs or alcohol, or because an intellectual or other disability which prevents the person from having the capacity to give consent.
- K. Intimidation:** to intentionally make another timid or fearful, to compel or deter by or as if by threats. Intimidation is a form of retaliation prohibited by IECC's Policy Preventing Sexual Misconduct and this procedure.
- L. Preponderance of the Evidence:** when considering all the evidence in the case, the decision-maker is persuaded that the allegations are more probably true than not true.
- M. Respondent:** an individual who has been reported to be the perpetrator of conduct that could constitute sex-based misconduct.
- N. Responsible Employee:** an IECC employee who has the authority to redress sex-based misconduct, who has the duty to report incidents of such misconduct or other student misconduct, or whom a student could reasonably believe has this authority or duty. Section VI of this procedure lists categories of employees who are Responsible Employees for IECC.
- O. Retaliation:** any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting or filing a complaint alleging sexual discrimination, harassment or misconduct or any person cooperating in the investigation of such allegations (including testifying, assisting or participating in any manner in an investigation) is strictly prohibited and may violate the protections of the *State Employees and Officials Ethics Act*, the *Whistleblower Act*, and the *Illinois Human Rights Act*. Action is generally deemed adverse if it would deter a reasonable person in the same circumstances from opposing practices prohibited by IECC's Preventing Sexual Misconduct Policy and this procedure. Retaliation may result in disciplinary or other action independent of the sanctions or supportive measures imposed in response to the allegations of sexual discrimination, harassment, or misconduct.

- P. Sexual Assault:** any type of sexual contact or behavior that occurs by force or coercion, without consent of the recipient of the unwanted sexual activity, or in a familial relationship of a degree that would prohibit marriage. It includes sexual acts against a person who is unable to consent either due to age or lack of capacity or impairment. Examples include forcible sexual intercourse, forcible sodomy, forcible fondling, child molestation, incest, attempted rape, statutory rape, and rape. Sexual assault can occur between members of the same or opposite sex. Sexual assault includes any forced act against one's will where sex is the weapon.
- Q. Sex-Based Misconduct:** misconduct on the basis of sex, sexual orientation, or gender-related identity. Such misconduct includes sex discrimination, sexual harassment, sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence, and stalking.

- R. Sexual Exploitation:** when a person takes non-consensual or abusive sexual advantage of another for anyone's advantage or benefit other than the person being exploited, and that behavior does not meet the definition of sexual assault. Sexual exploitation includes prostituting another person, non-consensual visual or audio recording of sexual activity, non-consensual distribution of photos or other images of an individual's sexual activity or intimate body parts with an intent to embarrass such individual, non-consensual voyeurism, knowingly transmitting HIV or a sexually transmitted disease to another, or exposing one's genitals to another in non-consensual circumstances.
- S. Sexual Harassment:** unwelcome sexual advances, requests for sexual acts or favors, and other verbal, non-verbal or physical conduct of a sexual nature when:
- Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment, academic advancement, evaluation, or grades;
 - Submission to or rejection of such conduct by an individual is used as a basis for employment, academic advancement, evaluation, or grading decisions affecting that individual;
 - Such conduct has the purpose or effect of substantially interfering with an individual's employment or educational performance or creating an intimidating, hostile, or offensive employment or educational environment; or
 - Such conduct denies or limits an individual's ability to participate in or receive the benefits, services, or opportunities of IECC's educational programs or activities or the individual's employment access, benefits, or opportunities.

Examples of conduct of a sexual nature may include:

- Verbal: Specific demands for sexual favors, sexual innuendoes, sexually suggestive comments, jokes of a sexual nature, sexual propositions, or sexual threats, whether spoken or in emails, articles, documents, or other writings.
 - Non-Verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds or gestures, leering, whistling, or obscene gestures.
 - Physical: Touching, pinching, brushing the body, or any unwelcome or coerced sexual activity, including sexual assault.
- T. Sexual Violence:** physical sexual acts attempted or perpetuated against a person's will or where a person is incapable of giving consent (*e.g.*, due to the person's age, use of drugs or alcohol, or because an intellectual or other disability prevents the person from having the capacity to give consent). Sexual violence includes, but is not limited to, rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. All such acts of sexual violence are forms of sex discrimination prohibited by Title IX.
- U. Survivor:** an individual who has experienced sexual violence, domestic violence, dating violence, or stalking while enrolled, employed, or attending an event at a higher education institution.
- V. Survivor-Centered:** see Section 5 of the *Preventing Sexual Violence in Higher Education Act*, [110 ILCS 155/5](#).
- W. Stalking:** engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) fear for his or her safety or the safety of others; or 2) suffer substantial emotional distress.

- X. Threat:** any oral or written expression or gesture that could be interpreted by a reasonable person as conveying an intent to cause harm to persons or property.
- Y. Trauma-Informed Response:** see Section 5 of the *Preventing Sexual Violence in Higher Education Act*, [110 ILCS 155/5](#).

Appendix B

Applicable roles for IECC’s Preventing Sexual Misconduct Procedure described and named.

IECC Title IX Roles and Responsibilities

The IECC Title IX Coordinator will ensure that the Grievance Process for all Title IX complaints adhere to the IECC Title IX Policy and Procedures (100.31). The roles of Hearing Officer, Advisor, and Investigator will be provided district-wide, with the Title IX Coordinator assigning roles to the following IECC staff on a rotating basis

Title IX Coordinator: is responsible for ensuring IECC compliance with Title IX laws and campus policies.

Libby McVicker, Program Director of Grants & Compliance, Illinois Eastern Community Colleges

~~**Deputy Title IX Coordinators:** work in conjunction with the Title IX Coordinator to ensure compliance for matters involving students, including assistance with coordination of training, education, communications, and administration of complaint procedures for complaints against students.~~

~~*Jan Wiles, Assistant Dean of Student Services, Frontier Community College*~~

~~*Julie Higginbotham, Assistant Dean of Student Services, Lincoln Trail College*~~

~~*Andrea Pampe, Assistant Dean of Student Services, Olney Central College*~~

~~*Steve Patberg, Assistant Dean of Student Services, Wabash Valley College*~~

Informal Resolution Facilitator: works with both parties to reach a written resolution to the Title IX Formal Complaint.

Libby McVicker, Program Director of Grants & Compliance, Illinois Eastern Community College

Hearing Officer: also known as the Decision Maker in a Title IX hearing and decides whether or not a Title IX policy violation has occurred. The Decision Maker cannot be the same person as the Title IX Coordinator or Investigator.

Rodney Ranes, President, Olney Central College

Matt Fowler, President, Wabash Valley College

Jay Edgren, President, Frontier Community College

Appellate Hearing Officer: is the Decision Maker for an appeal to a determination in a Title IX Formal Complaint. The appeal decision-maker cannot be the same person who served as the Title IX Coordinator, investigator, or initial decision-maker.

Ryan Gower, Chancellor, Illinois Eastern Community Colleges

Advisors: support the student and provide advice about the investigation and disciplinary process. Students can use their own advisor (which can be an attorney), or one can be provided for them.

~~*Jan Wiles, Assistant Dean of Student Services, Frontier Community College*~~

~~*Julie Higginbotham, Assistant Dean of Student Services, Lincoln Trail College*~~

~~*Andrea Pampe, Assistant Dean of Student Services, Olney Central College*~~

~~*Steve Patberg, Assistant Dean of Student Services, Wabash Valley College*~~

Alyssa Maglone, Assistant Dean of Academic Services, Illinois Eastern Community Colleges

(Vacant), Associate Dean of Admissions and Records, Illinois Eastern Community Colleges

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Investigators: Investigate and conduct interviews concerning allegations of sexual misconduct, sexual assault, domestic violence, dating violence, or stalking.

Megan Black, Director of Instructional Services, Frontier Community College

Eric Resor, Recruiter/Advisor, Frontier Community College

Tyler Browning, Faculty, Lincoln Trail College

Rena Gower, Director of Instructional Support Services ~~Academic Success Center~~, Lincoln Trail College

Linda Horn, Program Advisor, Allied Health, Olney Central College

Doug Shipman, Director of Business, Olney Central College

Tabatha Niduaza, Director of Academic Success Center, Wabash Valley College

Steve Patberg, Registrar, Illinois Eastern Community Colleges ~~Assistant Dean of Student Services, Wabash Valley College~~

Laurel Taylor, Director of Business & Finance, IECC Workforce Education

Kim Underwood, Associate Dean of Workforce Education, IECC Workforce Education

Bonnie Chaplin, Director of Financial Operations, Illinois Eastern Community Colleges

Alex Cline, Director of Information & Communications Technology, Illinois Eastern Community Colleges

Contact Information by Location:

Frontier Community College

2 Frontier Drive

Fairfield, IL 62837

Phone: (618) 842-3711

Lincoln Trail College

11220 State Highway 1

Robinson, IL 62454

Phone: (618) 544-8657

Olney Central College

305 North West Street

Olney, IL 62450

Phone: (618) 395-7777

Wabash Valley College

2200 College Drive

Mt. Carmel, IL 62863

Phone: (618) 262-8641

Workforce Education

John A. Logan College

Carterville, IL 62918

Phone: (618) 985-3741

Illinois Eastern Community Colleges

233 East Chestnut Street

Olney, IL 62450

Phone: (618) 393-2982

Agenda Item #8C
403(b) Annual Report

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 16, 2021
RE: Calendar Year Report – 403(b) Plan

Since 2009, the District has administered the IECC 403(b) Plan for the benefit of its employees using an IRS approved plan provided by our plan advisor, Marsh & McLennan Agency, formerly J.W. Terrill. During 2020, the District began allowing Roth deferrals to the plan. Submitted for the Board's review and acceptance is the Calendar Year 2020 Report for the IECC 403(b) Plan. Due to the length of the monitoring report, the report has been sent to the Board electronically.

Under the plan employees can defer salary, on a pre-tax basis, into 30 different investment alternatives. These plan choices are monitored on a quarterly basis against market benchmarks to ensure the District is offering quality investment options. During 2020, the plan had a total of 153 participants with 2 new participants.

Plan assets at December 31, 2020 totaled \$5,221,451. This is an increase of \$407,689 over plan assets the previous calendar year; represented by a net reduction in assets in the plan of \$280,307, and net earnings of \$680,996.

The Chancellor, CFO, and Board members have a fiduciary responsibility to monitor the plan.

I ask the Board's acceptance of the Calendar Year 2020 Report for the IECC 403(b) Plan.

RG/akb

Agenda Item #8D

Exception to Bidding Procedures Under ILCS 805/3-27.1

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: February 16, 2021

RE: Exception to Bidding Procedures Under ILCS 805/3-27.1

It is the policy of Illinois Eastern Community College District #529 to award contracts for purchase of supplies or materials in excess of \$25,000 to the lowest responsible bidder in conformity with specifications, quality, and serviceability. In attempts to bid purchases of full-size vans, the District has been met with limited response from dealers based on inventory availability and risk exposure. Within ILCS 805/3-27.1, there is a provision that allows the Board to approve a purchase of equipment previously owned by some entity other than the district itself (805/3-27.1(i)).

Lincoln Trail College has a need to purchase two (2) 15-passenger vans for their college. To adhere to procurement policy, the District sought quotes from four (4) dealerships on the following van specifications:

- 2019 or Newer with 15,000 or fewer miles
- 6- or 8-Cylinder Auto Gas Transmission

The District received one quote from requests made. The quote received from Eagleson Automotive in Olney, IL met all specifications. The vans are a 2020 15-passenger Chevrolet Express, V8, with 7,500 miles, and a 15-passenger 2020 Chevrolet Express, V6, with 5,100 miles. The purchase price for these will be \$21,341.06 and \$21,841.06.

I ask the Board to approve the quote from Eagleson Automotive, Inc. and waive the bidding requirements for the contract for purchase in excess of \$25,000.

RG/akb

Agenda Item #8E

Intent to Renew Contracts for Chancellor & Presidents

Agenda Item #8E

TO: Board of Trustees
FROM: Ryan Gower
DATE: February 16, 2021
RE: Evaluation and Contract Extensions

Under legislation passed by the General Assembly, all Boards of Trustees in the State of Illinois must evaluate the Chancellor annually.

In keeping with the format you have used in evaluating Mrs. Holt and Mr. Bruce, I have prepared a list of accomplishments over the past nine months and I have sent my goals for FY22 along with my February Chancellor's Report. I also sent you a copy of the evaluation form used by the District for administrative employees. If you could complete this evaluation form and return it to Dr. Fischer by March 2, he will assemble the evaluations and provide a summary report to the Board at the March 16 Board of Trustees meeting in Olney.

The contracts for the President of FCC, OCC, and WVC are up for renewal by the Board for a two-year period from September 1, 2021 to August 30, 2023. The actual contracts for the Chancellor and the Presidents will be voted on in the April meeting.

It would be appropriate for a motion that the Board intends to consider the renewal of the contracts of the Chancellor and the College Presidents at the April 2021 Board of Trustees meeting.

RG/sc

Agenda Item #9

Bid Committee Report

None.

Agenda Item #10

District Finance

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

ILLINOIS EASTERN COMMUNITY COLLEGES	
DISTRICT #529	
TREASURER'S REPORT	
January 31, 2021	
FUND	BALANCE
Educational	\$ 10,584,845.05
Operations & Maintenance	2,279,235.65
Operations & Maintenance (Restricted)	3,149,014.71
Bond & Interest	296,892.14
Auxiliary	1,576,357.62
Restricted Purposes	(535,966.55)
Working Cash	1,032,629.81
Trust & Agency	522,550.49
Audit	8,810.73
Liability, Protection & Settlement	830,126.72
TOTAL ALL FUNDS	\$ 19,744,496.37
Respectfully submitted,	
Ryan Hawkins, Treasurer	

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
January 31, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 10,600,145	\$ 2,279,236	\$ 3,149,015	\$ 296,892	\$ 1,596,858	\$ (535,967)
Investments	-	1,500,979	-	-	5,328,359	-
Accounts Receivable	1,594,571	234,152	-	-	450,753	-
Other Receivables	666,193	-	-	-	-	252,596
Restricted Cash	-	-	3,785,815	-	-	-
Inventory	-	-	-	-	587,885	-
Other Assets	-	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 12,860,909	\$ 4,014,367	\$ 6,934,830	\$ 296,892	\$ 7,963,855	\$ 197,271
LIABILITIES						
Accounts Payable	\$ 168,971	\$ 3,195	\$ -	\$ -	\$ 21,621	\$ 31,433
Accrued Payroll Liabilities	(232,048)	-	-	-	-	-
Other Accrued Liabilities	221,668	-	40,332	-	107,353	-
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	158,591	3,195	40,332	-	128,974	31,433
FUND BALANCES						
Non-Spendable	-	-	-	-	587,885	-
Restricted	-	4,011,172	6,894,498	296,892	-	165,838
Unassigned	12,702,318	-	-	-	7,246,996	-
Total Fund Balances	12,702,318	4,011,172	6,894,498	296,892	7,834,881	165,838
Total Liabilities and Fund Balances	\$ 12,860,909	\$ 4,014,367	\$ 6,934,830	\$ 296,892	\$ 7,963,855	\$ 197,271

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
January 31, 2021

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 1,032,630	\$ 522,550	\$ 8,811	\$ 830,127	\$ 19,780,297
Investments	5,402,781	-	-	-	12,232,119
Accounts Receivable	-	-	-	-	2,279,476
Other Receivables	-	123,609	-	-	1,042,398
Restricted Cash	-	-	-	-	3,785,815
Inventory	-	-	-	-	587,885
Other Assets	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-
Total Assets	\$ 6,435,411	\$ 646,159	\$ 8,811	\$ 830,127	\$ 40,188,632
LIABILITIES					
Accounts Payable	\$ -	\$ 1,771	\$ -	\$ -	\$ 226,991
Accrued Payroll Liabilities	-	-	-	-	(232,048)
Other Accrued Liabilities	-	-	-	-	369,353
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	1,771	-	-	364,296
FUND BALANCES					
Non-Spendable	6,413,656				7,001,541
Restricted	21,755		8,811	830,127	12,229,093
Unassigned	-	644,388	-	-	20,593,702
Total Fund Balances	6,435,411	644,388	8,811	830,127	39,824,336
Total Liabilities and Fund Balances	\$ 6,435,411	\$ 646,159	\$ 8,811	\$ 830,127	\$ 40,188,632

Illinois Eastern Community Colleges
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
For the Period Ended January 31, 2021

		Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES							
Property Taxes	\$	2,839,277	\$ 1,190,679	\$ -	\$ 2,040,934	\$ -	\$ -
Replacement Taxes		315,416	-	-	-	-	-
ICCB Grants		7,945,622	-	-	-	-	118,150
Federal Grants		-	-	-	-	-	5,342,576
Tuition & Fees		9,508,417	951,042	-	-	245,350	-
Charges for Services		-	-	-	-	1,491,739	-
Interest		61,028	18,477	21,838	5,793	27,596	58
Other Revenues		4,939,826	24,878	24,689	-	106,927	45,612
Total Revenues		25,609,586	2,185,076	46,527	2,046,727	1,871,612	5,506,396
EXPENDITURES							
Payroll		7,143,549	473,917	-	-	860,385	913,447
Benefits		1,247,400	129,472	-	-	116,647	247,686
Contractual Services		535,418	202,588	30,515	-	97,126	316,707
Supplies		661,290	142,689	199	-	1,354,592	870,078
Travel		39,383	-	-	-	44,575	35,098
Fixed		2,634,036	11,214	-	2,174,050	137,169	66,040
Utilities		30,704	532,735	-	-	-	-
Capital Outlay		83,346	215,370	230,418	-	23,234	196,313
Other		110,021	-	-	-	120,863	792,529
Scholarships, Student Grants, & Waivers		4,045,324	-	-	-	282,689	2,463,913
Total Expenditures		16,530,471	1,707,985	261,132	2,174,050	3,037,280	5,901,811
Excess (Deficiency) of Revenues Over (Under) Expenditures		9,079,115	477,091	(214,605)	(127,323)	(1,165,668)	(395,415)
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		3,727,266	1,061,242	3,344,495	(127,323)	42,930	(395,415)
Fund Balance - Beginning		8,975,052	2,949,930	3,550,003	424,215	7,791,951	561,253
Fund Balance - Ending	\$	\$ 12,702,318	\$ 4,011,172	\$ 6,894,498	\$ 296,892	\$ 7,834,881	\$ 165,838

Illinois Eastern Community Colleges							
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)							
For the Period Ended January 31, 2021							
		Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund		Total Funds
REVENUES							
Property Taxes	\$	-	\$ -	\$ 79,049	\$ 820,568		\$ 6,970,507
Replacement Taxes		-	-	-	-		315,416
ICCB Grants		-	-	-	-		8,063,772
Federal Grants		-	-	-	-		5,342,576
Tuition & Fees		-	-	-	-		10,704,809
Charges for Services		-	19,517	-	-		1,511,256
Interest		21,755	3,425	38	4,670		164,678
Other Revenues		-	745,711	-	-		5,887,643
Total Revenues		<u>21,755</u>	<u>768,653</u>	<u>79,087</u>	<u>825,238</u>		<u>38,960,657</u>
EXPENDITURES							
Payroll		-	-	-	-		9,391,298
Benefits		-	-	-	71,715		1,812,920
Contractual Services		-	13,737	60,900	302,832		1,559,823
Supplies		-	90,295	-	-		3,119,143
Travel		-	772	-	-		119,828
Fixed		-	-	-	238,123		5,260,632
Utilities		-	-	-	-		563,439
Capital Outlay		-	84,848	-	-		833,529
Other		-	-	-	-		1,023,413
Scholarships, Student Grants, & Waivers		-	275,494	-	-		7,067,420
Total Expenditures		<u>-</u>	<u>465,146</u>	<u>60,900</u>	<u>612,670</u>		<u>30,751,445</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures		<u>21,755</u>	<u>303,507</u>	<u>18,187</u>	<u>212,568</u>		<u>8,209,212</u>
TRANSFERS							
Net Transfers		-	-	-	-		-
Total Transfers		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>
Net Change in Fund Balance		<u>21,755</u>	<u>303,507</u>	<u>18,187</u>	<u>212,568</u>		<u>8,209,212</u>
Fund Balance - Beginning		6,413,656	340,881	(9,376)	617,559		31,615,124
Fund Balance - Ending	\$	<u>6,435,411</u>	<u>\$ 644,388</u>	<u>\$ 8,811</u>	<u>\$ 830,127</u>		<u>\$ 39,824,336</u>

**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 January	% of Bdgt	Budget	Spent Thru January	% of Bdgt	Budget	Spent Thru January	% of Bdgt	
Frontier	Bills		\$ 406,322			\$ 495,297			\$ 343,178		
	Payroll		1,183,118			1,138,038			1,034,325		
	Waivers		727,179			683,889			600,181		
	Totals	\$ 4,550,604	2,316,619	51%	\$ 4,370,599	2,317,224	29%	\$ 3,899,789	1,977,684	51%	58%
Lincoln Trail	Bills		732,157			662,941			\$ 764,760		
	Payroll		1,255,052			1,224,077			1,239,868		
	Waivers		746,927			823,264			906,043		
	Totals	\$ 4,788,234	2,734,136	57%	\$ 5,365,117	2,710,282	27%	\$ 4,943,901	2,910,671	59%	58%
Olney Central	Bills		984,497			991,461			\$ 802,473		
	Payroll		2,439,197			2,509,865			2,302,582		
	Waivers		658,857			700,507			706,685		
	Totals	\$ 7,449,755	4,082,551	55%	\$ 7,669,580	4,201,833	29%	\$ 7,047,772	3,811,740	54%	58%
Wabash Valley	Bills		798,937			904,276			\$ 648,740		
	Payroll		1,666,753			1,670,481			1,605,479		
	Waivers		1,221,307			1,351,967			1,138,122		
	Totals	\$ 6,236,897	3,686,997	59%	\$ 6,449,215	3,926,724	34%	\$ 5,988,433	3,392,341	57%	58%
Workforce Educ.	Bills		154,816			151,447			\$ 103,936		
	Payroll		533,098			539,722			441,331		
	Waivers		1,571,680			1,407,860			572,632		
	Totals	\$ 4,258,339	2,259,594	53%	\$ 4,396,670	2,099,029	8%	\$ 3,349,386	1,117,899	33%	58%
District Office	Bills		198,020			191,096			\$ 158,407		
	Payroll		641,219			610,619			550,955		
	Waivers		-			-			-		
	Totals	\$ 1,519,023	839,239	55%	\$ 1,551,484	801,715	26%	\$ 1,410,117	709,362	50%	58%
District Wide	Bills		1,180,993			1,260,409			\$ 1,167,362		
	Payroll		492,271			514,500			442,926		
	Waivers		121,043			180,995			121,661		
	Totals	\$ 2,883,536	1,794,307	62%	\$ 3,107,121	1,955,904	34%	\$ 3,576,315	1,731,949	48%	58%
GRAND TOTALS		\$31,686,388	\$ 17,713,443	56%	\$ 32,909,786	\$ 18,012,711	55%	\$30,215,713	\$ 15,651,646	52%	58%

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

January 31, 2021

	FY 2021		FY 2020		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	7,617,466	48.67%	\$ 8,207,302	45.56%	\$ (589,836)	-7.187%
Employee Benefits	1,376,872	8.80%	1,540,214	8.55%	(163,342)	-10.605%
Contractual Services	738,006	4.72%	819,724	4.55%	(81,718)	-9.969%
Materials	770,129	4.92%	957,330	5.31%	(187,201)	-19.554%
Travel & Staff Development	39,383	0.25%	110,059	0.61%	(70,676)	-64.216%
Fixed Charges	125,458	0.80%	74,044	0.41%	51,414	69.437%
Utilities	563,439	3.60%	666,728	3.70%	(103,289)	-15.492%
Capital Outlay	265,547	1.70%	414,493	2.30%	(148,946)	-35.935%
Other	4,155,346	26.55%	5,222,817	29.00%	(1,067,471)	-20.439%
	<u>\$ 15,651,646</u>	<u>100.00%</u>	<u>\$ 18,012,711</u>	<u>100.00%</u>	<u>\$ (2,361,065)</u>	<u>-13.108%</u>

Agenda Item #11

Executive Session

Agenda Item #12

Approval of Executive Session Minutes

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

Agenda Item #13

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: February 16, 2021

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the February Personnel Report. Additional information for items 400.1, 400.2, 400.3, and 400.10 have been sent under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Salary Adjustment**
- 400.4. Reemployment of Bargaining Unit Faculty for the 2021-2022 Academic Year**
- 400.5. Reemployment of Non-Bargaining Unit Faculty for the 2021-2022 Academic Year**
- 400.6. Bargaining Unit Faculty Seniority List 2020-2021**
- 400.7. Non-Bargaining Unit Faculty Seniority List 2020-2021**
- 400.8. Consideration of Contracts for Chancellor and Presidents**
- 400.9. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty**
- 400.10. Retirement Ratification**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Kinsey Whitaker, Physical Therapy Assistant Program Instructor, WVC, effective March 1, 2021.

B. Professional Non-Faculty, Exempt

1. Blake Ordell, Head Men's and Women's Soccer Coach, LTC, effective February 22, 2021.

C. Professional Non-Faculty, Non-Exempt

1. Amanda Kotch, Coordinator of International Students, Athletics & Student Activities, FCC, effective February 18, 2021.

D. Classified

1. Sarah Kennedy, Custodian, LTC, effective February 17, 2021.

400.2. Change in Status

A. Professional Non-Faculty, Non-Exempt

1. Eva Fatheree, Administrative Assistant, DO, to Coordinator of Curricular Reporting & Articulation, DO, effective February 17, 2021.

400.3. Salary Adjustment

A. Classified

1. Lori Barger, Administrative Assistant, DO, effective February 17, 2021.

400.4. Reemployment of Bargaining Unit Faculty for the 2021-22 Academic Year

A. Continuation of Tenure

- | | |
|--------------------|----------------------|
| 1. Scott Balding | 8. Tyler Boyles |
| 2. Wade Baker | 9. C. Allen Brown |
| 3. Reno Bemont | 10. Carrie Brown |
| 4. Shasta Bennett | 11. Joseph Brown |
| 5. Sarah Bergbower | 12. Tyler Browning |
| 6. Tammie Bohnhoff | 13. Megan Bunnage |
| 7. Cynthia Boyce | 14. Carla Cadwalader |

15. Rebecca Carmack
16. Jay Carter
17. Laurel Cutright
18. David Denton
19. Cheryl Dill
20. Wanda Douglas
21. Todd Gill
22. Pauletta Gullett
23. Nixie Hnetkovsky
24. Steve Hnetkovsky
25. Jason Hortin
26. Anne Hustad
27. Laurie Jenkins
28. John Kendall
29. Andrew King
30. Aaron Lineberry
31. Karen Marks
32. Curtis Marshall
33. Logan Marshall
34. Rob Mason
35. Christian Mathews
36. Travis Matthews
37. Rodney Maxey
38. Amie Mayhall
39. Andrew McMurray
40. Mary Linda Monge
41. Mary Morris
42. Kelly Payne
43. Jodi Peach
44. Kyle Peach
45. Brenda Phegley
46. Andrew Pittman
47. Richard Poskin
48. Lisa Rauch
49. Doug Robb
50. Anurahda Roy
51. Heather Sandy
52. Eric Scheller
53. Kimberley Schucker
54. Nick Short
55. Shirley Smithenry
56. Philip Thorsen
57. Kristi Urfer
58. Brian Wick
59. David Wilderman
60. Angelia Williams
61. Beth Wilson
62. Jill Winter
63. Winifred Ann Wolven

B. Initial Tenure

1. Lonnie Barnes
2. Brittany Caparas
3. Becky Coleman
4. Juliana Fleming
5. Jasmyne Lewis
6. Jessica McDonald

C. Non-Tenure

1. Sarah Burke
2. Chelsea Gemeinhardt
3. Jared Gullett
4. Ronda Hockgeiger
5. Lisa Hoipkemier
6. Gerry Kinney
7. Tina Lindley
8. Bradley Logsdon
9. Vanessa Lowe
10. Brittany Ochs
11. Cori Witsman
12. Dennis York

400.5. Reemployment of Non-Bargaining Unit Faculty for the 2021-22 Academic Year

A. Continuation of Tenure

1. Rickey Lamb
2. Wesley Taylor
3. Michael Woods

B. Non-Tenure

1. Wendy Coles
2. Bill Jankousky
3. Calvin Melvin

400.6. Bargaining Unit Faculty Seniority List 2020-2021

Accounting

21 yrs. Kristi Urfer (includes one-year seniority for 2020-2021 academic year)

11 yrs. John Kendall (includes one-year seniority for 2020-2021 academic year)

Administrative Information Technology

8 yrs. John Kendall

* 6 yrs. Shasta Bennett

* 6 yrs. Amie Mayhall

Advanced Manufacturing

12 yrs. Jay Carter (includes one-year seniority for 2020-2021 academic year)

Agricultural Technology

* 14 yrs. Steve Hnetkovsky (includes one-year seniority for AY 2020-2021)

* 14 yrs. Doug Robb (includes one-year seniority for 2020-2021 academic year)

Art

9 yrs. Michael Conn (*Dean of Instruction, effective Summer 2017*)

4 yrs. Heather Sandy (includes on year seniority for 2020-2021 academic year)

Automotive Service Tech

18 yrs. Rodney Maxey (includes one-year seniority for 2020-2021 academic year)

13 yrs. Tyler Boyles (includes one-year seniority for 2020-2021 academic year)

4 yrs. Brian Wick

Chemical Sciences

6 yrs. Aaron Lineberry (includes one-year seniority for AY 2020-2021)

2 yr. Chelsea Gemeinhardt (includes one-year seniority for AY 2020-2021)

1 yr. Bradley Logsdon (includes one-year seniority for AY 2020-2021)

Collision Repair Technology

3 .5 yrs. Lonnie Barnes (includes one-year seniority for 2020-2021 academic year)

Computer Telephony

7 yrs. Travis Matthews

Diesel Equipment Technology

19 yrs. Scott Balding (includes one-year seniority for 2020-2021 academic year)

9 yrs. Eric Scheller (includes one-year seniority for 2020-2021 academic year)

Early Childhood Development

8 yrs. Carla Cadwalader (includes one-year seniority for AY 2020-2021)

Electrical Distribution Systems

2 yr. Gerry Kinney (includes one-year seniority for 2020-2021 academic year)

Electronics Technology

4 yrs. Jay Carter

English

37 yrs. Brenda Phegley (includes one-year seniority for AY 2020-2021)

20 yrs. Winifred Wolven (includes one-year seniority for AY 2020-2021)

17 yrs. Kelly Payne (includes one-year seniority for 2020-2021 academic year)

12 yrs. Mary Morris (includes one-year seniority for 2020-2021 academic year)

Gunsmithing

12 yrs. Brian Wick (includes one-year seniority for 2020-2021 academic year)

Health Informatics

6 yrs. Jodi Peach (includes one-year seniority for 2020-2021 academic year)

Health Programs

6 yrs. Pauletta Gullett

4.5 yrs. Laurie Jenkins

1.5 yr. Jared Gullett (includes year seniority for 2020-2021 academic year)

History

31 yrs. David Denton (includes one-year seniority for 2020-2021 academic year)

8 yrs. Andrew McMurray (includes one-year seniority for AY 2020-2021)

3 yrs. Cynthia Boyce (includes one-year seniority for 2020-2021 academic year)

Humanities

6 yrs. Cynthia Boyce

Industrial Maintenance Tech

7 yrs. Logan Marshall (includes on year seniority for 2020-2021 academic year)

Life Science

34 yrs. Anuradha Roy (includes one-year seniority for 2020-2021 academic year)

22 yrs. Richard Poskin (includes one-year seniority for 2020-2021 academic year)

21 yrs. Christian Mathews (includes one-year seniority for AY 2020-2021)

* 18 yrs. Nixie Hnetkovsky (includes one-year seniority for AY 2020-2021)

- * 18 yrs. Carrie Brown (includes one-year seniority for 2020-2021 academic year)
- 15 yrs. Nick Short (includes one-year seniority for 2020-2021 academic year)
- 8 yrs. Todd Gill (includes one-year seniority for 2020-2021 academic year)
- 6 yrs. Sarah Bergbower (includes one-year seniority for AY 2020-2021)

Marketing Business Management

- 27 yrs. David Wilderman (includes one-year seniority for AY 2020-2021)

Mathematics

- 28 yrs. C. Allen Brown (includes one-year seniority for AY 2020-2021)
- 20 yrs. Laurel Cutright (includes one-year seniority for 2020-2021 academic year)
- 14 yrs. Kimberly Schucker (includes one-year seniority for AY 2020-2021)
- 10.5 yrs. Mary (Linda) Monge (includes one-year seniority for AY 2020-2021)
- 9 yrs. Tammie Bohnhoff (includes one-year seniority for AY 2020-2021)

Medical Office Assistant

- * 12 yrs. Shasta Bennett (includes one-year seniority for 2020-2021 academic year)
- * 12 yrs. Amie Mayhall (includes one-year seniority for 2020-2021 academic year)

Microcomputer Support Specialist

- 3 yrs. Travis Matthews

Music

- 8 yrs. Andrew Pittman (includes one-half year seniority for AY 2020-2021)
- 5 yrs. Rebecca Carmack (includes one-year seniority for AY 2020-2021)
- 4 yrs. Wade Baker (includes one-year seniority for 2020-2021 academic year)

Nursing

- 16 yrs. Anne Hustad (includes one-year seniority for 2020-2021 academic year)

- * 15 yrs. Shirley Smithenry (includes one-year seniority for AY 2020-2021)
- * 15 yrs. Angelia Williams (includes one-year seniority for AY 2020-2021)
- 14.5 yrs. Cheryl Dill (includes one-year seniority for 2020-2021 academic year)
- 11.5 yrs. Theresa Marcotte (Associate Dean effective March 14, 2016)
- 10 yrs. Wanda Douglas (includes one-year seniority for AY 2020-2021)
- 6 yrs. Pauletta Gullett (includes one-year seniority for 2020-2021 academic year)
- ** 4 yrs. Megan Bunnage (includes one-year seniority for AY 2020-2021)
- ** 4 yrs. Karen Marks (includes one-year seniority for 2020-2021 academic year)
- ** 4 yrs. Beth Wilson (includes one-year seniority for 2020-2021 academic year)
- *** 3.5 yrs. Becky Coleman (includes one-year seniority for AY 2020-2021)
- *** 3.5 yrs. Brittany Caparas (includes one-half year seniority for AY 2020-2021)
- **** 3 yrs. Jasmyne Lewis (includes one-year seniority for 2020-2021 academic year)
- **** 3 yrs. Julianna Fleming (includes one-year seniority for AY 2020-2021)
- ***** 2 yr. Laurie Jenkins (includes one-year seniority for 2020-2021 academic year)
- ***** 2 yr. Vanessa Lowe (includes one-year seniority for 2020-2021 academic year)
- ***** 2 yr. Cori Stringfellow (includes one-year seniority for AY 2020-2021)

Physical Therapy Assistant

- 1 yr. Lisa Hoipkemier (includes one-year seniority for AY 2020-2021)

Physics

- 22 yrs. Robert Mason (includes one-year seniority for 2020-2021 academic year)
- 10.5 yrs. Andrew King (includes one-year seniority for 2020-2021 academic year)

Process Technology

- 1.5 yr. Tina Lindley (includes one year seniority for 2020-2021 academic year)

Psychology

- * 12 yrs. Jason Hortin (includes one-year seniority for 2020-2021 academic year)
- * 12 yrs. Philip Thorsen (includes one-year seniority for 2020-2021 academic year)

Radio/TV Broadcasting

15 yrs. Kyle Peach (includes one-year seniority for 2020-2021 academic year)

Radiography

- * 8 yrs. Lisa Rauch (includes one-year seniority for 2020-2021 academic year)
- 1 yr Brittany Ochs (includes one-year seniority for 2020-2021 academic year)

Remedial Education

2 yrs. Travis Matthews

Social Services

1.5 yrs. Ronda Hockgeiger (includes one-year seniority for AY 2020-2021)

Speech

- 18 yrs. Jill Winter (includes one-year seniority for 2020-2021 academic year)
- 3 yrs. Jessica McDonald (includes one-year seniority for AY 2020-2021)

Sport Management

4 yrs. Tyler Browning (includes one-year seniority for AY 2020-2021)

Telecommunications Technology

- 9 yrs. Travis Matthews (includes one-year seniority for AY 2020-2021)
- 1 yr. Dennis York (includes one-year seniority for 2020-2021 academic year)

Truck Driving

3.5 yrs. Joseph Brown (includes one-year seniority for 2020-2021 academic year)

Welding

10 yrs. Reno Bemont (includes one-year seniority for 2020-2021 academic year)

9 yrs. Curtis Marshall (includes one-year seniority for 2020-2021 academic year)

*/**/****/****/*****

= same seniority

400.7. Non-Bargaining Unit Faculty Seniority List 2020-2021

Coal Mining Technology (non-bargaining unit)

9 yrs. Rickey Lamb (includes one-year seniority for 2020-21 academic year)

7 yrs. Michael Woods (includes one-year seniority for 2020-21 academic year)

5.5 yrs. Wesley Taylor (includes one-year seniority for 2020-21 academic year)

2.5 yrs. Wendy Coles (includes one-year seniority for 2020-21 academic year)

2.5 yrs. Calvin Melvin (includes one-year seniority for 2020-21 academic year)

1 yr. Bill Jankousky (includes one-year seniority for 2020-21 academic year)

400.8. Consideration of Contracts for Chancellor and Presidents

A. Administrative

1. Dr. Ryan Gower, Chancellor, Illinois Eastern Community Colleges
2. Dr. Gerald Edgren Jr., President, Frontier Community College
3. Rodney Ranes, President, Olney Central College
4. Dr. Matthew Fowler, President, Wabash Valley College

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

400.10. Retirement Ratification

A. Classified

1. Carla Burgener, Administrative Assistant, OCC, effective April 1, 2021.

Agenda Item #14

Collective Bargaining

**Memorandum of Agreement with IECEA Faculty Union –
Professional Development**

Agenda Item #15

Litigation

Agenda Item #16

Other Items

Agenda Item #17

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	_____							
GRAND TOTAL		\$16,684,900	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted